# Arrowhead Union High School District Support Staff Employee Handbook



APPROVED BY THE ARROWHEAD SCHOOL BOARD ON:

May 14, 2025

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# PURPOSE OF THE HANDBOOK

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* is not all-inclusive. 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. Copies of Board Policies and Administrative Guidelines are available in each administrative office and are on the District website at: <a href="https://www.arrowheadschools.org">www.arrowheadschools.org</a>. Employees must be aware of the policies and procedures related to their position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Arrowhead School Board.

The District reserves the right to modify, revoke, suspend, terminate or change any or all such plans, policies or procedures, in whole or in part, at any time with or without notice. Employees will be notified of any substantive changes to the *Handbook*, typically as an overview at the start of the school year. If substantive changes are made during the year, employees will be notified as soon as practicable thereafter.

The School Board also retains the right to exercise all managerial and administrative functions, responsibilities and prerogatives including, but not limited to, the right to exercise its judgment to establish and administer the policies and benefits outlined in this *Employee Handbook*, to direct and discipline its employees, and to take whatever act it deems appropriate and in the best interests of the District.

This *Employee Handbook* shall become effective immediately upon adoption by the Board and shall remain in full force and effect at all times. This *Handbook* is subservient to, and does not supersede the provisions set forth in District policies.

Eligible Employees: This *Handbook* is provided as a reference document for the Arrowhead Union High School District's (hereinafter referred to as "District") "Support Staff" (hereinafter referred to as "Support Staff" or "Employees") which includes aides, custodians, maintenance staff, para-professionals, secretarial/clerical positions and any position that is considered an "hourly" or classified employee as defined under the Fair Labor Standards Act. The District may, at its discretion, contract out for such services when deemed necessary and appropriate. Employees under this *Handbook* are considered "at-will" and employment is not considered renewing or continuing. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the Administration or the employee or as otherwise provided.

- <u>Full-time 12-month Employees</u> are defined as employees with an assignment of at least 8 hours per day, 5 days per week, 12 months per year.
- <u>Full-time 10-month School Year Employees</u> are defined as employees with an assignment of at least 8 hours per day, 5 days per week, who work the 10 months of the school year, approximately 180 days.
- Part-time Employees are defined as employees with an assignment of less than 30 hours per week, most of whom work just during the school year or are seasonal employees. Part-time employees may not, under any circumstance, exceed their assigned work hours unless explicitly authorized to do so in writing by their supervisor. Even with authorization, part-time employees may not work more than an average of 29.5 hours per week, utilizing a 42 week "look-back" period. It is the responsibility of the employee to monitor all hours worked. Working unauthorized hours and/or exceeding the weekly limit will result in disciplinary action up to and including termination.

# **DEFINITIONS & GENERAL EXPECTATIONS**

<u>Absence Reporting</u>: Employees who are unable to report to work shall report absences using the current electronic absence reporting system and/or follow their individual building protocol for absence reporting prior to the start of the school day. Any time spent not working during an employee's scheduled day must be accounted for in the current absence reporting system using the appropriate reasons. The *Handbook* section on Leaves provides further

information. The District monitors attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

When an employee needs to be absent from school and a substitute is needed, it is the responsibility of the employee to notify the District using the appropriate District software program. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 AM. In the event an employee is not able to access the District's software for recording absences, the employee is responsible for contacting his/her building secretary and supervising Administrator to notify them of the absence prior to the start of the workday.

All custodial staff must report an absence in the following manner:

- A. First shift staff should contact the Director of Buildings & Grounds between 5:30 AM and 6:00 AM, in addition to entering their time-off in Skyward.
- B. Second shift staff should contact the custodial supervisor no later than noon, in addition to entering their time-off in Skyward.

<u>Accident/Incident Reports</u>: All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal or supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted within twenty-four (24) hours or the next scheduled District workday. Forms are available on the school intranet and in the school offices.

Adherence to Terms, Rules & Policies: Employees are expected to comply with the standards of conduct set out in Board policies, this *Handbook*, administrative regulations, work rules, job descriptions, state law, federal law and any and all guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the Administration and provides the Administration with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described is only available to employees who comply with this requirement. Protection against retaliation does not limit the Administration from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. Retaliation against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy, is not tolerated. There shall be no retaliation against an employee who discloses or threatens to disclose to a principal or supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

Attendance: For schools to operate effectively, employees are expected to make every effort to be present for their assigned schedule and work to the best of their abilities to perform all assigned duties and work all scheduled hours. Work schedules are established by the administration. High attendance rates are an expectation of the District. Employees who must be absent, for whatever reason, will communicate the need to be absent with their supervisor as far in advance as possible. Excessive absences, as determined by the administration, will be cause for disciplinary action up to and including immediate termination.

**Breaks**: Daily Work Breaks are not mandatory, nor required by law and will be at the discretion of the individual supervisors. No more than two 15-minute breaks shall be allowed. Breaks and meal periods may only be taken during times designated by the employee's principal or supervisor and as further specified in other parts of this *Handbook*. Any deviation from assigned hours must have prior approval from the employee's principal or supervisor.

<u>Cancellation of School</u>: Should inclement weather or other emergency situations require school being canceled, a phone call, email, text or other form of electronic communication will be made to a phone number or email account provided by employees. Staff may also monitor the District's web page or local television and radio stations. Previously approved days to be off from work on a day that is canceled will be deducted from an employee's available leave balance unless the employee provides verifiable evidence that the reason for the leave was also canceled due to the inclement weather or other emergency.

**All full-time custodial and maintenance personnel** - are expected to report for work as scheduled unless notified otherwise. The supervisor may, at his/her discretion, change the hours of work. Custodians and maintenance employees who do not report for work will not be paid. Vacation days may be used at the supervisor's discretion.

Part-time and Full-time school-year support staff (except for full-time custodians and maintenance personnel) - are not to report to work on canceled days. For safety and snow removal reasons, it is often preferred that employees NOT be at work on such days. Employees may be allowed to report to work on a canceled day, depending on the conditions and with supervisor approval. If there is meaningful work that can be reasonably scheduled, building administrators may, at their discretion, approve part-time support staff making up some or all time missed due to a canceled day. When making up any lost time, part-time school-year employees need to stay under 30 hours in a week.

Part-time and Full-time 12-month administrative assistants - are expected to report to work on canceled days, provided they can do so safely. The report time may be delayed for safety reasons. With supervisor approval, 12-month support administrative assistants may work remotely on a canceled day, or can utilize unused vacation time on canceled days, or a combination of both. 12-month administrative assistants may be allowed to make up some or all of the time lost due to a school cancellation, but the time should be made up within the current work week. If vacation time is not available and/or the time cannot be made up in the same work week, any "extra" hours worked the following week need to be adjusted as hours over 40 must be paid at time and a half. The exact number of overtime hours must be determined prior to approval so the cost is neutral to the District.

If overtime is approved to make up hours missed due to canceled school, the cost must not exceed the regularly budgeted amount for the employee's work week. Such approval is not guaranteed and is at the sole discretion of the supervising administrator. Regular Hours to OT Conversion Table

Child Abuse Reporting: Employees under the provisions of this *Handbook* must make the safety of students the top priority and be diligent in recognizing signs of suspected child abuse or neglect. Employees who have reasonable cause to suspect that a child, seen by the employee in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report the suspected abuse or neglect to the most appropriate professional educator, administrator, counselor, therapist, school nurse, or police liaison officers. A person required to report shall immediately inform, by telephone or personally, the appropriate District administrative personnel and the county department or, of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

<u>Complaint Procedure</u>: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the employee's supervisor. If the complaint is about a practice or activity of the supervisor, the complaint must be filed with the Superintendent. If the complaint is about a practice or activity of the Superintendent, the complaint must be filed with the School Board President.

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

Conflict of Interest: A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their principal or supervisor information of any transaction that may be considered a conflict of interest as soon as they become aware of a potential conflict. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated. No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. See Wis. Stats. § 946.13(1)(a) and (b).

<u>Conformity to Law</u>: 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.

Cooperation with Investigations: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her principal, supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided in other sections of this *Handbook*. 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. *Intentionally making a false report, submitting a false formal complaint, or making a false statement or submitting false information during any complaint/grievance investigation/process is prohibited. Such conduct will result in disciplinary action up to and including immediate termination of employment.* 

<u>Copyright Infringement</u>: A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to your principal or supervisor.

<u>Criminal Record - Obligation to Report</u>: All District employees shall notify his/her principal or supervisor as soon as possible, but no more than three (3) calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

- A. crimes involving school property or funds;
- B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- C. crimes that occur wholly or in part on school property or at a school-sponsored activity;

- D. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- E. a misdemeanor which violates the public trust.

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

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

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

<u>Disaster Preparedness</u>: All employees must be familiar with building procedures in the event of an emergency such as fire, tornado, intruders, extruders, etc. When drills are staged, every staff member and student must follow proper procedures.

<u>Discipline</u>: The primary purpose of employee discipline is to correct unacceptable, inappropriate or unsatisfactory conduct, but failure to improve to the satisfaction of the Administration's standards will result in termination. Discipline measures include verbal warnings, written warnings, suspensions and termination/discharge.

<u>District Property - Use of</u>: The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited to: laptops, employee identification badges and the key card for building entry.

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

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

All employees are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the Board to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Anyone who believes that they have been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures as outlined in Board policy. All reports regarding employee discrimination or harassment shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The Administration shall take appropriate and necessary action to eliminate employee discrimination or harassment. Actions that result in discrimination on a basis not related to an employee's job performance or those that are determined to be harassment shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of potential discrimination or alleged harassment to their principal, immediate supervisor or designated District Compliance Officer. Reports of inappropriate conduct should be provided directly to one of the District's Compliance Officers:

Sue Casetta	Adam Boldt
Director of Teaching & Learning	Director of Student Services
262-369-3611 x4204	262-369-3611 x4112
700 North Avenue Hartland, WI 53029	700 North Avenue Hartland, WI 5329
casetta@arrowheadschools.org	boldt@arrowheadschools.org

Employees who fail to report incidents of potential discrimination or alleged harassment, as described above, may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to discrimination or harassment complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal. See <u>policy 3122 - Nondiscrimination and Equal Employment Opportunity</u>, policy 3362 - Employee Anti-Harassment.

<u>Drug, Alcohol and Tobacco-Free Workplace</u>: The Board seeks to provide a safe, drug-free workplace for all employees.

- A. Prohibited Acts Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. 41 U.S.C. 702(a) (1) (A)
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. §120.12(20), Wis. Stats.
- C. Drug-Free Awareness Program: The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if applicable) employee assistance abuse

programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. §702(a) (1)

- D. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used, or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable suspicion exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- E. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules.
- F. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. [41 U.S.C. 702(a0) (1) (A)] Compliance with the District's policies and rules is mandatory and is a condition of employment.
- G. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice from the employee or any other source the federal granting agency shall be notified of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the Administration shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)]. Related District policy: 3122.01- Drug-Free Workplace.

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, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

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

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

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

<u>Equal Opportunity Complaints</u>: Informal resolution of complaints under this policy is encouraged. A formal complaint resolution procedure is available to address allegations of violations of District policy.

<u>Evaluation</u>: Performance of hourly support staff shall be evaluated in writing before the end of the employees first year and then minimally once every other year by the employee's administrative supervisor. The purpose of the evaluation shall be to help the employee identify areas of strengths in job performance as well as to identify areas that need improvement. Changes in compensation must be recommended by the employee's immediate supervisor and approved by the Director of Business Services.

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

<u>Financial Controls and Oversight</u>: 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 designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

<u>Fraud and Financial Impropriety</u>: Fraud and financial impropriety, by Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District, are prohibited. Fraud and financial impropriety shall include, but are not be limited to, the following:

- A. forgery or unauthorized alteration of any document or account belonging to the District;
- B. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
- C. misappropriation of funds, securities, supplies, or other District assets, including employee time;
- D. impropriety in the handling of money or reporting of District financial transactions;
- E. profiteering as a result of insider knowledge of District information or activities;
- F. unauthorized disclosure of confidential or proprietary information to outside parties;
- G. unauthorized disclosure of investment activities engaged in or contemplated by the District;
- H. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy (*See Gifts section of Handbook*);
- I. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
- J. failure to provide financial records required by state or local entities;
- K. failure to disclose conflicts of interest as required by law or District policy;
- L. disposing of District property for personal gain or benefit and,
- M. any other dishonest act regarding the finances of the District.

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

<u>Gambling</u>: Gambling on District-owned or leased premises during the workday on or off District property is prohibited. District resources such as the email system, cannot be used for gambling.

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

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the Superintendent for proper processing under the District's policy on gifts and solicitations and the terms of §118.27, Wis. Statutes. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to for information on conflicts of interest and for gifts and solicitations and §19.59, Wis. Stats.

<u>Grievance Procedures</u>: See School Board <u>Policy 3340 - Grievance Procedure</u>.

<u>Identification Badges</u>: The District provides employees with an identification badge. Employee identification badges are an important part of employee work attire and are critical to providing a secure environment for students. Employee identification badges must be worn in a visible spot while working for the District during work time.

<u>Investigation interplay with potential criminal conduct</u>: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a Garrity warning. Garrity v. New Jersey, 385 U.S. 493 (1967).

<u>Licensure/Certification</u>: Each employee who is required to be licensed or certified by law must maintain said license/certification as a condition of employment.

<u>Loss</u>, <u>Theft of or Damages to Personal Property</u>: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, employees are advised to not 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.

<u>Lunch Periods</u>: Support staff working six (6) hours per day or more will generally have a half-hour unpaid lunch period as assigned by the employee's supervisor. Assigned lunch periods cannot be "worked-through" to replace work time missed due to arriving late or leaving early. Breaks cannot be substituted for an unpaid lunch period.

<u>No Expectation of Privacy - Work Spaces, Desks, etc.</u>: Employees shall have no expectation of privacy with respect to any item or document stored in or on any 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 Administration may at any time, in its sole discretion, conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked within any parameters required by state and/or federal law. See policy 5771 - Search and Seizure.

<u>Operators of District Vehicles, Mobile Equipment and Persons Who Travel</u>: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must hold a valid driver's license and abide by the following expectations and procedures:

- A. Before driving a District vehicle, a driver must complete and turn in the "Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures".
- B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their principal or supervisor 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 criminal or municipal offense. The requirement to report a conviction or deferred adjudication applies to major traffic offenses (e.g., operating under the influence of an intoxicant or other drug, reckless driving, operating after suspension/revocation, failure to report an accident, refusal to take a breath test). Minor traffic offenses (e.g., non-moving violations, speeding, failure to yield, failure to obey a traffic signal, unattended vehicle, illegal parking) do not need to be reported. However, if an employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff, other than the staff member's own family, in any vehicle they must report any traffic offense (not including parking tickets). Supervisors receiving such notice will immediately notify the Director of Business Services. 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. Mileage Reimbursement: The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive their personal vehicle during the course of performing duties for the District.
- D. Transporting Students: The Authorization to Transport Students in Personal/Rental Vehicles form must be completed and returned to principal or supervisor for approval and forwarded to the Director of Business Services for approval at least five (5) days prior to the event.

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

<u>Personal Appearance/Dress Code</u>: District employees are judged not only by their service but also by their appearance. Employees are expected to maintain a professional appearance that is consistent with the high standards that exist in the Arrowhead School District. Employees are expected to be neat, clean and well-groomed. Employees should wear appropriate clothes that are in good taste and practice good personal hygiene. The Administration will not allow attire from employees that is considered unprofessional, disruptive, inappropriate or which adversely affects the educational atmosphere. Employees represent the District and their appearance creates important impressions for students, parents and the Arrowhead community.

<u>Personal Communication Devices (PCD) While at Work:</u> Employees may possess PCDs while at work but excessive use of a PCD for personal business during work hours is considered outside the employee's scope of employment and may result in disciplinary action. Employees are personally and solely responsible for the care and security of their personally-owned PCDs. The Board assumes no responsibility for theft, loss, damage, misuse or unauthorized use of personally-owned PCDs brought onto its property. See <u>policy 3281 - Personal Property of Staff Members</u>, <u>policy 7530.2 - Staff and School Officials Use of Personal Communication Devices</u>.

<u>Personnel Files</u>: Personnel files can be found in the Human Resources Department. Employees have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of their personnel file, at least two times per calendar year, while in the presence of an administrator or a designee. Employees may have a representative accompany them during such reviews. This examination must be accomplished in the presence of a district administrator or their designee. The removal of this file from the safekeeping place will be done by an administrator or their designee and the file, in part or in its entirety, may not be removed from the visual presence of the administrator or their designee. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in §103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such copies.

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

After reviewing personnel records, employees may request that records believed to be inaccurate or obsolete be removed from the 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 disputed record is to be released to a third party, the attached employee rebuttal statement must also be provided to the third party. §103.13(4) Wis. Stats.

<u>Political Activity</u>: Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

- A. No school employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- B. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- C. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- D. No school employee shall attempt to pressure, intimidate, ridicule or otherwise embarrass a student for the appropriate expression of a political viewpoint in an appropriate setting.

<u>Professional Demeanor</u>: Employees are expected to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents and students. Being a positive, cooperative and honest team member is a core value of the District.

<u>Requirement to Remain Current</u>: All employees shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of employment.

<u>Sale of Goods and Services</u>: No District employee may receive for his or her personal benefit anything of value from any person other than his or her employing District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of his or her employing District or at an activity of his or her employing District. §118.12, Wis. Stats.

Supervision at School Events: Support staff members must be extremely careful in accepting paid assignments in other capacities as their total hours should not exceed their regularly assigned hours (up to a maximum of either 40 hours per week for full-time staff or 29 hours per week for part-time staff). Employees may take on "extra" work such as supervising events only in cases where the work is totally voluntary, sporadic, occasional and significantly different from the employees' usual duties. In such cases, employees are not eligible for overtime if the hours put their work week over 40 hours and all of the hours over 40 were related to the voluntary, sporadic, occasional work that was unrelated to the employees' normal duties. The supervising administrator must approve all such hours in advance.

<u>Termination</u>: Termination is defined as an involuntary dismissal of an employee, whether for an infraction of the rules or policies of the District, abandonment of the position, unsatisfactory performance, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, "termination" shall not include voluntary retirement or voluntary resignation.

<u>Video Surveillance</u>: The School Board has authorized the use of video surveillance and electronic monitoring equipment in common areas at District buildings and grounds. The Board will not place video surveillance/electronic monitoring equipment for the purpose of obtaining information for routine staff appraisal/evaluation or monitoring; however, video footage captured in the normal course of surveillance which shows information pertinent to staff performance or conduct may be used for that purpose. Any person who takes action to block, move, or alter the location and/or viewing angle of a video camera shall be subject to disciplinary action. More information is available in Board Policy.

<u>Violence/Bullying in the Workplace</u>: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. Such conduct by employees, former employees, contractors or visitors is not tolerated. 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.

#### A. Definitions as Used Under this Section

- 1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
- 2. Threat: A communicated intent to inflict physical or other harm on any person or property.
- 3. Intimidation: Behavior or communication that comprises coercion, extortion, duress, or putting in fear.
- 4. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.
- 5. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
  - i. Assault or battery.
  - ii. Blatant or intentional disregard for the safety or well-being of others.
  - iii. Commission of a violent felony or misdemeanor.
  - iv. Dangerous or threatening horseplay or roughhousing.
  - v. Direct threats or physical intimidation.
  - vi. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
  - vii. Physical restraint, confinement.
  - viii. Possession of weapons of any kind on District property
  - ix. Stalking
  - x. Any other act that a reasonable person would perceive as constituting a threat of violence.
- B. Reporting Procedure: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:

- 1. If an emergency exists and the situation is one of immediate danger, employees shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect themselves from immediate harm, such as leaving the area.
- 2. If the situation is not one of immediate danger, employees shall report the incident to the appropriate principal or supervisor or his/her designee as soon as possible.
- 3. An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her principal or supervisor. The principal or supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.
- C. Investigation and Investigation Findings: The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

In appropriate circumstances, the reporting individual may be informed of the investigation results. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in certain 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.

<u>Worker's Compensation Coverage and Reporting Responsibilities</u>: Any employee who is injured on the job shall report the injury to the building principal or supervisor immediately. An accident report form must be submitted within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. Forms are available in the school office.

<u>Workplace Safety</u>: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

- A. Fire Procedures: 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. Fire safety is an essential element of having a safe working environment. Employees should know the location of fire alarms, fire extinguishers, evacuation routes and whom to notify in case of fire.
- B. Notification of Safety and Health Standards: Wisconsin Statute §101.055 requires the Wisconsin Department of Commerce to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore, the employee may request the Wisconsin Department of Commerce to conduct an inspection.
- C. No Discrimination: 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 Part I, section 5 of this *Handbook* and District policy to address the workplace safety issues as defined in this *Handbook*. The employee may also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. *See* Wis. Stat. §101.055; <a href="https://dsps.wi.gov/Pages/SelfService/FileAComplaint.aspx">https://dsps.wi.gov/Pages/SelfService/FileAComplaint.aspx</a>

- D. Protection of Staff: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the Human Resources Generalist, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.
  - 1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
  - 2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.
- E. Weapons Prohibition: see policy 3217 Weapons Prohibited for Staff.

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

- A. 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).
- B. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).
- C. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
- D. The individual(s) filing the grievance must propose a specific remedy.
- E. The issue and proposed remedy must be under the reasonable control of the District.

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

\*\*\*\*\*\* END OF DEFINITIONS & GENERAL EXPECTATIONS SECTION OF HANDBOOK \*\*\*\*\*\*\*

# **ASSIGNMENTS**

Assignment Determination: Employees will be assigned by the building/department administrator, under the direction of the Superintendent or his/her designee, according to the best interests of the students. Schedules for the upcoming school year shall be established and communicated as soon as practical each year. When an employee is assigned to a different position, the employee will be notified as far in advance as is practical and the rationale for the re-assignment will be provided.

<u>Assignment Preference Consideration</u>: Employees may request in writing their preference for a certain assignment. Such requests may be granted at the discretion of the supervising building/department administrator, under the direction of the Superintendent. Employees have the option to apply for a posted position via the Wisconsin Education Career Access Network (WECAN).

<u>Job Posting</u>: Vacant positions will be posted on the Wisconsin Educator Career Access Network (WECAN) website. Vacant positions may be filled temporarily at the discretion of the Superintendent or his/her designee during the posting and selection period. Qualified employees are welcome to apply to any vacancy that interests them. Candidates are selected for interviews based on the merits of the application, experience, certification, education, similar training, demonstrated excellence and references.

Reduction in Positions & Hours: In the event the Board determines to reduce the number of positions or the number of hours in any position, individual employees may, at the discretion of the District, be selected for full or partial reduction. Staffing reductions and assignments are always made according to the best interest of the students and will not be arbitrary or capricious. Attrition and volunteers will be considered. Employees will be provided with an explanation for the reduction and as much advance notice as is practical.

# **BENEFITS – INSURANCE**

# (All benefits are subject to change.)

The School Board may provide insurance coverage to eligible employees. When doing so, the following plans may be included:

- Medical Plan
- Prescription Drug Plan
- Dental Plan
- Vision Plan
- Employee Assistance Plan
- Health Flexible Spending Accounts (FSA)
- Limited Purpose Flexible Spending Accounts (LPFSA)

The Board acknowledges its obligation to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule as amended by Title I of the Genetic Information Nondiscrimination Act (GINA).

The Board also acknowledges that group health plans are required to comply with the HIPAA Security Rule. The group health plans, working together with the insurer, will ensure the confidentiality, integrity, and availability of the group health plans' electronic protected health information in accordance with the HIPAA Security Rule.

The Board designates the Director of Business Services to serve as the Security Official of the group health plans. Related Board policies:

3122.02 - Nondiscrimination Based on Genetic Information of the Employee

3419.02 - Privacy Protections of Fully Insured Group Health Plans

Eligibility for Insurance Benefits & Any Board Contribution: Only employees who work at least 180 days and 6 hours per day (30 hours per week), are eligible for insurance benefits. Eligibility for an employee is based on the regularly assigned hours of work for the employee. District contribution rates are determined annually by the School Board and are prorated for eligible employees who work less than 8 hours per day.

<u>Both Spouses Employed by the District</u>: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan (or for Health Insurance, one single plan and one cash-in-lieu benefit).

<u>Change of Insurance Carrier</u>: The District may, from time to time, change the insurance carrier, subject to board approval.

#### **Premium Contributions**

<u>Dental Insurance Premium Contributions</u>: For employees who are eligible for and select coverage, the District shall pay no more than 92.5% of the family premium of the lowest cost dental insurance plan; single coverage will be paid by the District.

Short term unpaid leave coverage: For instances of unpaid leave that are less than a full month, the equivalent premium contribution will be deducted from the employee's pay on a per diem basis for the duration of the unpaid leave.

<u>Health Insurance Premium Contributions</u>: For employees who are eligible for and select coverage, the District shall pay no more than 88.0% of the single or family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

For employees who are eligible for and select coverage, a personal wellness/annual preventive care physical examination consisting of a screening process that includes blood pressure checks, height and weight to determine Body Mass Index (BMI), cholesterol tests, and blood glucose tests; with results to include glucose, HDL and LDL levels, and the employee's ratio must be completed on or before November 1 each year. If physician verification of this requirement is not turned in by December 1 of each year, then the employee shall contribute an additional \$1,200/year (family) or \$600/year (single) toward the health insurance premium beginning January 1. The District may modify this requirement at any time.

Short term unpaid leave coverage: For instances of unpaid leave that are less than a full month, the equivalent premium contribution will be deducted from the employee's pay on a per diem basis for the duration of the unpaid leave.

Alternate Benefit Plan [ABP] in Lieu of Health Insurance: Any employee eligible for health insurance may annually choose, consistent with the terms of the cafeteria plan in the "Benefits - Other" section below, between: 1. Participation in the District's health plan, with the premium payment specified in the "Health Insurance Premium Contributions" section above, or 2. A cash payment equal to \$6,000 in lieu of the health insurance benefit. Employees who select the ABP must provide reasonable evidence of (1) the employee declining to enroll in the employer-sponsored coverage and (2) the employee providing reasonable evidence that the employee and all other individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end in or with the employer's plan year to which the opt-out arrangement applies have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through the Marketplace) during the period of coverage to which the opt-out arrangement applies.

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent

permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check.

The beginning eligibility date for the ABP payments is as follows: 1. For new employees, payments shall be based on the employee's eligibility date. This constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan on the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (July 1). Payments are prorated as per the initial date of employment, or 2. For current employees, changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first applicable payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception [such as an employee getting married, loss of spouse coverage, etc.], employees must make a written annual cafeteria plan election prior to each July 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees an "open enrollment" opportunity to enroll in the health insurance plan.

<u>Liability Insurance</u>: The School Board carries liability insurance, which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees are covered for liability in accordance with the terms of the District's liability insurance policy.

<u>Life Insurance</u>: The School Board provides a group life insurance policy for eligible employees. Individual coverage and the premium the School Board will pay shall be based on the eligible individual employee's total annual wages.

<u>Long-term Disability Insurance</u>: The School Board shall pay the dollar amount equal to the full premium for long-term disability insurance for eligible employees. The coverage includes:

- Qualifying period 60 calendar days of continuous total disability are required before benefit payments may begin.
- Monthly benefit 66.67% of monthly pay will be payable up to the maximum monthly benefit as indicated in the current policy.

<u>Wisconsin Retirement System (WRS) Contributions</u>: The District pays the employer's share of the WRS contribution. Employees pay the employee's required WRS contribution as required by state statute. Under no circumstances shall the District pay the employee's required WRS contribution.

#### BENEFITS – OTHER

<u>Cafeteria Plan/Flexible Spending Account</u>: 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 contribute to an FSA to cover the following expenses:

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

D. 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 administering 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).

COBRA Continuation of District Health Plan Participation: The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health and dental insurance plan at the group rate, at the employee's expense, in certain circumstances where coverage under the plan would otherwise end. Said opportunity is only made available in those certain circumstances at the time of separation of employment, and is not available at a later time.

<u>Tax Sheltered Annuities (TSA)</u>: 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").

# **COMPENSATION**

<u>Hours of Work</u>: The District abides by the Fair Labor Standards Act (FLSA) for issues related to work and compensatory time. As a general rule, employees are to work their regularly scheduled hours without deviation. Any changes in a work schedule or hours worked must be approved in advance by the supervising school or department administrator. There is little to no flexibility when it comes to employee work hours and there should be no such expectation. Employees may not work hours different from their regular schedule without explicit, written, prior approval from the supervising administrator. Employees may not report to work on weekends, evenings or on any other non-work time without pre-approval from their supervisor. All work time must be entered correctly into the District's time-keeping system.

Compensatory Time: Requests for compensatory time are strongly discouraged, and can only happen on rare occasions for extenuating circumstances, with approval from the supervising administrator in consultation with the Director of Business Services and/or Superintendent. Requests must be made as far in advance as possible. Compensatory time, if any, must be accommodated as soon as possible after it occurs, with supervisor approval and cannot be accumulated. Compensatory time cannot be carried over two fiscal terms. Supervising administrators will make every effort to use flexible scheduling in lieu of compensatory time. Work schedules may be adjusted within the work week and time should not be carried over from one week to the next.

<u>Direct Deposit Payment Method</u>: All employees shall participate in a direct payroll deposit plan. Employees shall have access to electronic records indicating time off information.

Overtime: Overtime is to be avoided by advance planning, asking for help on large projects, adjusting schedules during the day, and/or by doing the work the following day. Only an administrator can authorize overtime and then only with the final approval of the Director of Business Services or Superintendent. Under no circumstance may an overtime-eligible employee perform overtime work for the District without prior approval. Violations of this requirement will result in disciplinary action, up to and including termination from employment.

- A. The employee's building principal or supervisor considers requests and decides whether to approve and when to schedule approved overtime hours.
- B. For "usual" overtime situations involving the need for additional time to complete tasks/responsibilities normally associated with the position, hours paid for time not worked, such as sick leave, vacation pay, or holiday pay, *do not count* for purposes of calculating eligibility for overtime pay. Employees must actually work beyond 40 hours in a week to qualify for overtime.
- C. Overtime will be paid at one and one-half (1½) times the regular hourly rate for all hours worked in excess of forty (40) hours per week excluding sick, vacation, holiday or personal leave time. Double the regular hourly rate will be paid for all hours worked on designated holidays when the hours worked are in excess of forty (40) that week excluding sick, vacation, holiday or personal leave time. A minimum of one (1) hour shall be paid for a call to work after working hours.
- D. Overtime must be reported accurately and must be paid during the pay period in which it is earned and cannot be accumulated or carried over two fiscal terms.
- E. Notwithstanding the above provisions, any employee subject to the terms of this *Handbook* who is assigned to multiple positions for the District in different employee group classifications and works in excess of forty (40) hours per week as a result of the aggregated hours worked performing duties under such multiple assignments, will be considered to have worked overtime hours. Overtime described only in this section of the *Handbook* shall be granted at a rate equivalent to the compensation rate associated with the work/position/employee group which caused the employee to work in excess of forty (40) hours per week.
- F. § 553.30 Occasional or sporadic employment.
  - Section 7(p)(2) of the FLSA provides that where State or local government employees, solely at their option, work occasionally or sporadically on a part-time basis for the same public agency in a different capacity from

their regular employment, the hours worked in the different jobs shall not be combined for the purpose of determining overtime liability under the Act.

#### 1. Occasional or sporadic.

The term "occasional or sporadic" means infrequent, irregular, or occurring in scattered instances. There may be an occasional need for additional resources in the delivery of certain types of public services which is at times best met by the part-time employment of an individual who is already a public employee. Where employees freely and solely at their own option enter into such activity, the total hours worked will not be combined for purposes of determining any overtime compensation due on the regular, primary job. However, in order to prevent overtime abuse, such hours worked are to be excluded from computing overtime compensation due only where the occasional or sporadic assignments are not within the same general occupational category as the employee's regular work.

In order for an employee's occasional or sporadic work on a part-time basis to qualify for exemption under section 7(p)(2), the employee's decision to work in a different capacity must be made freely and without coercion, implicit or explicit, by the employer. An employer may suggest that an employee undertake another kind of work for the same unit of government when the need for assistance arises, but the employee must be free to refuse to perform such work without sanction and without being required to explain or justify the decision.

# 2. Different capacity.

In order for employment in these occasional or sporadic activities not to be considered subject to the overtime requirements of section 7 of the FLSA, the regular government employment of the individual performing them must also be in a different capacity, i.e., it must not fall within the same general occupational category. Where hourly support staff engage in such teaching-related activities like coaching, the work will be viewed as employment in a different capacity, provided that these activities are performed on an occasional or sporadic basis and all other requirements for this provision are met. For example, a school secretary could substitute as a coach for a basketball team or a maintenance engineer could provide instruction on auto repair on an occasional or sporadic basis.

<u>Payroll Dates</u>: Pay periods are determined by the Business Office with the goal of ensuring the most efficient and accurate operations. Payroll dates will be on the 6th and the 20th of each month. If a payday falls on a weekend or holiday, the payroll date will be the preceding business day. Once established by the Business Office, payroll dates will be communicated to staff.

<u>Recording Hours Worked/Timesheets</u>: All support staff employees are required to accurately and timely submit their hours for each pay period using the District's procedures for recording time worked. Hours worked must be approved by the employee's immediate supervisor. Any hours worked in addition to the regular schedule must have prior approval of the employee's immediate supervisor and be reported to the payroll office during the appropriate pay period.

<u>Remote Work</u>: Employees are not to work from home. In the event of an extreme, unusual circumstance, only after the supervising administrator consults with the Director of Business Services or Superintendent, remote work may be allowed on a limited basis. Employees will NOT work remotely without explicit, written authorization from their supervising administrator. Unauthorized work conducted at home will result in disciplinary action up to and including immediate termination.

<u>Wages</u>: Rates of pay are established annually by the School Board. Employees shall receive notification of any change in their hourly rate upon approval from the School Board.

<u>Coaching/Advising</u>: Hourly support staff employees who coach/advise extracurricular activities cannot be paid their regular hourly rate while coaching/advising. When time conflicts arise, hourly support staff who miss their regular work time for a coaching/advising activity are paid for that time via their coaching/advising contract. Regular hours missed may be made-up/rescheduled with prior permission/approval from their supervisor.

# LEAVES & TIME OFF

<u>Administrative Leave</u>: Employees may be placed on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

<u>Allotment of Sick Days</u>: Sick days will be earned at a rate of one per month worked only to full-time support staff who work the school year or the entire year. The table below outlines the allotted days per year and the total number of days that can be accumulated.

EMPLOYEE GROUP	SICK DAYS PER YEAR	MAXIMUM ACCUMULATION
Full-Time 12-month Employees (custodians & year-round administrative assistants working at least 8 hours per day)	12	80 days (640 hours)
Part-Time 12-month Employees (support staff working less than 8 hours per day)	12 days pro-rated equivalent to hours per day	80 days (prorated hours)
Full-Time 10-month (School Year) Employees (attendance & administrative assistants working at least 8 hours per day)	10	65 days (520 hours)
Part-Time 10-month (School Year) Employees (support staff working less than 8 hours per day)	10 days pro-rated equivalent to hours per day	65 days (prorated hours)

While the full year's allotment for sick time will show in Skyward at the start of each fiscal/school year, sick days become available for use at a rate of one day per month. Beginning with the first month of employment, 1 sick day is available to the employee as part of the sick day "balance" on the 16th of each month, up to the maximum yearly allotment. Examples: an employee working the full year and using no sick days will have accumulated 12 sick days by the end of the school year; a year-round employee who is on an approved unpaid leave for any two months of the year will earn 10 sick days that school year. Exceptions to this may be granted in extenuating circumstances, but any employee terminated or resigning will be credited only with those days earned at the time employment is severed, and a sum equal to the sick days not earned will be deducted from any remaining pay. Deductions will be based on one (1) paid sick day earned per month of employment to the maximum days allotted per year.

Additional days shall not be credited until accumulated days drop below the limit as of June 30th each year.

The following definitions and terms apply under this section.

- A. Appropriate Use Sick leave shall be paid for any absence from work due to:
  - 1. personal illness, injury or serious health condition of the employee;
  - 2. illness or injury of an employee's child under the age of eighteen (18); or eighteen (18) or older if the child has a handicapping condition as set forth in Wisconsin Administrative Code section PI 11.02(23) (Examples of a handicapping condition are: intellectual disability, learning disability, autism, etc.);
  - 3. serious health condition of a spouse, child, or parent;
  - 4. medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.

- B. <u>Child</u> a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 8.02, A (3), all definitions in this paragraph apply except for age eighteen (18).
- C. <u>Increments</u> May be allowed in increments of 15 minutes.
- D. <u>Parent</u> A natural parent, foster parent, treatment foster parent, adoptive parent, stepparent, or legal guardian of an employee or an employee's spouse or domestic partner.
- E. Spouse An employee's legal husband or wife.
- F. <u>Serious Health Condition</u> A disabling physical or mental illness, injury, impairment or condition involving Inpatient care in a hospital, nursing home, or hospice or Outpatient care that requires continuing treatment or supervision by a health care provider.
- G. <u>Questionable Use</u> The Board and Administration may question or investigate the use of sick leave. A doctor's certificate may be required after three (3) consecutive days of absence or at any time there is a concern about sick leave day usage. Employees shall not receive sick leave benefits for any day that the employee abuses sick leave benefits. In addition, abuse of this provision shall subject the employee to discipline or discharge.
- H. <u>Sick Days During Vacation</u>: Unless there are substantiated unusual circumstances, approved vacation days may not be changed to sick days.

<u>Doctor's Certificate</u>: Employees shall inform their principal or supervisor prior to, or within the twelve (12) hours of their normal daily starting time of any need to be absent for one of the reasons stated above. Whenever the supervisor deems it necessary, the employee may be required to present the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such a certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism or misrepresentation of sick leave use.

<u>Family & Medical Leave Act</u>: The District complies with all aspects of the state and federal versions of the FMLA. Information is available on the District webpage under Board Policies and the Human Resources Department link. Employees who do not work a minimum of 1,250 hours in the previous year are not eligible for Federal FMLA leave. Employees must work at least 1,000 hours per year to be eligible for Wisconsin FMLA leave.

<u>Funeral/Bereavement Leave for Death in the Immediate Family</u>: In the event of a death in an employee's immediate family, 12-month and full-time school year employees may be allowed per occurrence, up to three (3) day(s) off work with pay. Immediate family includes the spouse, parents, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and the employee's spouse.

Funeral/Bereavement Leave for Death of an Individual Outside of the Immediate Family: 12-month and full-time school year employees may be granted up to three (3) day(s) with pay per occurrence to attend funerals of aunts, uncles and first cousins. Employees may also be approved to attend funerals of individuals who have resided in the employee's household for an extended period of time and are considered part of the family. Such days shall be deducted from the employee's accumulated sick leave.

<u>Funeral/Bereavement Leave – Additional Days</u>: In extenuating circumstances, additional days may be granted. Such additional days, at the option of the employee, shall be deducted from the employee's accumulated sick leave if the employee wants paid leave.

Organ Donor Leave: A staff member may take up to six (6) weeks of leave in a twelve (12) month period as necessary for the employee to undergo bone marrow or organ donation procedure and to recover from the procedure. The employee may be required to provide written medical certification that s/he will serve as a donor and the amount of leave time necessary.

Leave taken for this purpose is unpaid, however, an employee is eligible to substitute available accrued paid leave for all or some of the leave taken under this policy. An employee must provide as much advance notice as possible so as not to unduly disrupt the District's operations. The employee will be returned to the same position upon return or if that position is no longer available an equivalent position and shall not lose any benefits during leave, including the right to continue health insurance coverage as provided for in the District's FMLA policy, Policy 3430.01.

<u>Volunteer Firefighter</u>, <u>Emergency Medical Technician</u>, <u>First Responder</u>, <u>Or Ambulance Driver</u>: A staff member who is a volunteer firefighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation may be late for or absent from work without pay if the lateness or absence is due to the staff member responding to an emergency that begins before the staff member is required to report to work and if the staff member complies with all of the following requirements:

- 1. By no later than thirty (30) days after becoming a member of a volunteer fire department or fire company or becoming affiliated with an ambulance service provider, submits to the District a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider notifying the District that the staff member is a volunteer firefighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation;
- 2. When dispatched to an emergency, makes every effort to notify the District that the staff member may be late for or absent from work due to the staff member responding to the emergency or, if prior notification cannot be made due to the extreme circumstances of the emergency or the inability of the staff member to contact the District, submits to the District a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider explaining why prior notification could not be made; and
- 3. When late for or absent from work due to responding to an emergency, provides, on the request of the District, a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider certifying that the staff member was responding to an emergency at the time of the lateness or absence and indicating the date and time of the response to the emergency.
- 4. When the status of a staff member as a member of a volunteer fire department or fire company or as an affiliate of an ambulance service provider changes, including termination of that status, the staff member shall notify the District of that change in status.

### Holidays:

A. 12-month Employees are granted the following ten (10) paid holidays (prorated equivalent to scheduled hours per day for less than Full-time Employees):

Fourth of July
Thanksgiving Day
Christmas Eve
New Year's Eve
Good Friday

Labor Day
Day after Thanksgiving
Christmas Day
New Year's Day
Memorial Day

- B. 10-month (School Year) Employees are not granted any paid holidays.
- C. The Administration will designate the paid holiday when a holiday falls on a weekend date.
- D. Holidays During Sick Leave: In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.

<u>Jury Duty</u>: Subject to the provision on "Payment for Time Out on Jury Duty" (see below), a non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which he 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.

- A. Employee Notice: An employee must notify his/her principal or immediate supervisor as soon as notice of jury duty is received. In addition, the employee is expected to contact his or her principal or supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty.
- B. Payment for Time Out on Jury Duty: An employee who is unable to report for work because of jury duty will be paid the regular hours he or she is scheduled to work. Upon receipt of the check received for jury duty, the employee will send a copy of the check to the Business/Payroll Office along with a personal check to the District for that amount (less any travel expenses received). The employee will not suffer any loss of benefits that would be accrued during this time (i.e., sick leave, health insurance, vacation, etc.) or loss of any compensation to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

<u>Long-Term Disability</u>: In the event an employee becomes eligible for benefits under the District's long term disability insurance program, the employee will no longer receive paid sick leave.

Reporting Absences & Securing Substitutes: When an employee is to be absent from duty and a substitute is needed, it is the responsibility of the employee to notify the District using the District's electronic software program for reporting absences and notifying substitutes. If possible, such notification should be made the evening prior to the time of absence, or between 5:30 AM and 6:00 AM the day of the absence. If for some reason an employee is unable to enter the absence using the usual software program, it is the employee's responsibility to contact the building secretary and Administrator to notify them of the absence prior to the start of the school day.

All custodial staff must report an absence in the following manner:

- A. First shift staff should contact the Director of Buildings & Grounds between 5:30 AM and 6:00 AM, in addition to entering their time-off in Skyward.
- B. Second shift staff should contact the custodial supervisor no later than noon, in addition to entering their time-off in Skyward.

<u>Uniformed Services Leave</u>: Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this *Handbook*. The "uniformed services" consist of the following [20 CFR §1002.5(o)]: Army, Navy, Marine Corps, Air Force and Coast Guard Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve, Army National Guard and Air National Guard as well as Commissioned Corps of the Public Health Service and any other category of persons designated by the President in time of war or emergency. When time permits, the request for a reserve military leave should be as far in advance as possible so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the Director of Human Resources.

The employee's absence shall not be construed as a break in service for any purpose. Reemployment rights extend to persons who have been absent from a position of employment because of "service in the uniformed services". "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:

- active duty and active duty for training;
- initial active duty for training;
- inactive duty training;
- full-time National Guard duty;
- absence from work for an examination to determine a person's fitness for any of the above types of duty
- funeral honors duty performed by National Guard or Reserve members;
- duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). See 42 U.S.C. § 300hh-11(d).

<u>Unpaid Short-term Leave</u>: Employees are expected to report to work for every hour of every day that is part of their calendar work year. It is not fair to students or other staff members when employees make personal plans that require them to be absent from work. Requests for short-term unpaid leaves to extend holidays, breaks or weekends are not appropriate and are strongly discouraged. Employees shall notify their immediate supervisor of the relevant information related to the request, including the requested dates for the unpaid leave and the extenuating circumstances, as far in advance as possible.

# EXTENDED LEAVES FOR CHILD REARING, MEDICAL REASONS OR OTHER NEEDS

(FOR EMPLOYEES WHO EXHAUST PAID TIME OFF OR ARE NOT ELIGIBLE FOR LEAVE UNDER THE FMLA)

<u>Application Procedures</u>: Employees shall make written application for an extended leave to the Human Resources office at least forty-five (45) days in advance unless the employee is unable to provide such notice due to reasons outside the employee's control. The application for an extended leave shall include acceptable medical or legal (for adoption) verification and the anticipated start date for the leave and the anticipated date of return to work.

Benefits during an Extended Leave: If the employee has sick days and/or vacation time available, the extended leave may be considered paid until the available paid time off is exhausted. Insurance coverage will end on the first of the month following the exhaustion of paid leave that qualifies under the FMLA. If eligible, continuation of coverage will be offered under the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA). Under COBRA, if the premium is not received by the first of the month, the employee's insurance coverage shall be terminated. Additional paid time-off days shall not accrue during an extended leave. Employees eligible for paid holidays do not receive any holiday pay while on an unpaid leave of absence.

<u>Duration of Extended Leave</u>: The maximum length of the leave shall be limited as follows:

- A. for a child born or adopted during the summer vacation the following two semesters;
- B. for a child born or adopted during the first semester the balance of that semester plus the second semester;
- C. for a child born or adopted during the second semester the balance of that semester plus the first semester of the following school year;
- D. for other reasons, the duration of the leave will be based on the needs of the employee balanced against the needs of the District; unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits. If the employee is eligible for long-term disability benefits, the District may grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.
- E. shorter leaves and/or an early return from the leave shall only be upon the mutual agreement of the employee and the Director of Human Resources.

Return from Extended Leave: The employee shall notify Human Resources of the intent to return to work at least forty-five (45) days prior to the expiration of the leave or as soon as is reasonable based on the need for the leave. A medical practitioner's clearance to return to work is required for extended leaves due to medical reasons. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed-to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification. The employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee may be returned to a similar position in terms of work time unless the employee's work time was reduced or increased due to the needs of the District.

<u>Failure to Notify of Return to Work in a Timely Manner</u>: Failure to provide timely notice may be considered the employee's termination from his/her position with the District as of the end of the leave or at such time the District deems appropriate.

# VACATION

Only 12-month employees are eligible to take paid vacation, which is earned over the course of the fiscal work year. Requests for vacation time that has not been earned may be denied. In the event vacation is granted that has not been earned, employees who separate from the District during the year will pay back the District for unearned vacation time taken. Unpaid time off may only be taken with supervisor approval after all paid vacation days have been exhausted.

12-month employees are eligible to take paid vacation per the schedule below. Employees initially hired after July 31 receive prorated vacation during that first year of employment and the count of years of service for vacation allotments begins the successive year, provided the employee maintains continuous employment with the District. Employees may be granted years of service toward vacation time based on prior experience, at the discretion of the supervising administrator in consultation with the Director of Business Services and/or Superintendent.

Years one (1) through three (3) of full-year service	10 days
Years four (4) through seven (7) of full-year service	15 days
After seven (7) years of full-year service	20 days
*After twenty-five (25) years of full-year service	25 days

<sup>\*</sup>Employees hired after July 1, 2006 are not eligible for more than 20 days of annual vacation.

- A. The minimum increment to be deducted for vacation is 15 minutes.
- B. All vacation requests should be entered in Skyward at least thirty (30) calendar days in advance. Granting of vacation dates will be based on the submission date of request and the needs of the school district. All vacation should be used within the current fiscal year. In the event of extenuating circumstances, the supervising administrator may allow up to five (5) vacation days to carry over to the next year's vacation amount.

<u>Vacation Accumulation</u>: With prior approval from the supervising administrator, no more than a total of up to five (5) vacation days from the prior year may be carried over to the next year's vacation amount. Unused vacation time that exceeds the allowable 5 days that may be carried over shall be forfeited as of June 30 of each year. Accumulated days, when approved, must be used before the end of August.

Payment Upon Termination/Transfer to a Position Not Eligible for Vacation: Employees who terminate employment for any reason, other than discharge, or who transfer to a position that is not eligible for vacation, shall be entitled to the vacation pay earned and not yet used. Compensation for any unused vacation days will be calculated using the employees' hourly pay rate at the time of the employee's termination and will be remitted on the final paycheck.