

2022-2023

Darlington Community Schools

Employee Handbook

7/5/2022



Dear Staff,

You are cordially welcomed as a member of the larger Darlington Community School District “community” and you are extended best wishes and success in your future career as a “Redbird”. The Darlington Community School Board is pleased to provide this source of information pertaining to conditions of employment. This Employee Handbook has been produced to assist employees in understanding their roles and responsibilities. It is intended to be a handy reference of general personnel procedures and policies, and all employees are urged to become familiar with its contents.

Copies of Board policies are available for your review on the District’s web site www.darlington.k12.wi.us and in the District office.

The Darlington Community School District appreciates the services performed by all staff members on behalf of our students. We know that through your efforts and dedication we will continue to provide an excellent educational and working environment.

Sincerely,

Darlington School Board and Administration

PREAMBLE

This Handbook is provided as a reference document for the DARLINGTON COMMUNITY SCHOOL DISTRICT’s (hereinafter referred to as “District”) employees.

The contents of this Handbook are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the District and any of its employees or a guaranty of continued employment. Except as may be provided by a contrary provision in an applicable collective bargaining agreement or individual written employment agreement approved by the School Board, all employment with the District is at will and may be terminated at any time for any reason, with or without cause and with or without notice, at the option of the District or the employee.

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

This Employee Handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this Handbook should not be considered all inclusive. Copies of Board Policies and Administrative Regulations are available in each administrative office to all personnel and are on the District website at www.darlington.k12.wi.us under “policy.” It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration, the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Darlington Board of Education.

Table of Contents

Contents

PREAMBLE	1
Table of Contents	2
District’s Philosophy Statement	10
District Emergency Procedures	12
District Map and School Locations	13
Darlington High School Map	14
Darlington Elementary/Middle School Map	15
District Office Numbers	16
Organization Schematic	17
District Academic Calendar	18
PART I – PROVISIONS APPLICABLE TO ALL STAFF	19
DEFINITIONS	20
1.01 Definitions.....	20
1.02 General Personnel Policies.....	20
SECTION 2. EMPLOYMENT LAW	21
2.01 Employment of Minors.....	21
2.02 Equal Opportunity.....	21
2.03 Equal Opportunity Complaints.....	21
2.04 Fair Labor Standards Act.....	21
2.05 Family and Medical Leave Act.....	21
2.06 Immigration Law Compliance.....	22
2.07 Discrimination and Harassment.....	22
SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS	23
3.01 District Expectations.....	23
3.02 Accident/Incident Reports.....	23
3.03 Attendance.....	23
3.04 Bulletin Boards.....	24
3.05 Child Abuse Reporting.....	24
3.06 Communications.....	24
3.07 Confidentiality.....	28

3.08	Conflict of Interest	28
3.09	Contracts and Conflict of Interest	28
3.10	Copyright	28
3.11	Criminal Background Checks	28
3.12	Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record	29
3.13	District Property	29
3.14	Drug-, Alcohol-, and Tobacco-Free Workplace	29
3.15	False Reports.....	31
3.16	Financial Controls and Oversight	31
3.17	Fraud and Financial Impropriety	31
3.18	Gambling.....	32
3.19	Gifts and Sale of Goods and Services.....	32
3.20	Honesty	32
3.21	Investigations	32
3.22	Licensure/Certification	33
3.23	Nepotism.....	33
3.24	Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel	33
3.25	Outside Employment	34
3.26	Personal Appearance/Staff Dress Code	34
3.27	Personal Property	34
3.28	Personnel Records.....	34
3.29	Personnel – Student Relations	35
3.30	Physical Examination.....	35
3.31	Political Activity	35
3.32	Position Descriptions	36
3.33	Severance from Employment.....	36
3.34	Solicitations.....	36
3.35	Student Code of Conduct and Handbook.....	36
3.36	Teamwork	36
3.37	Employee (Whistleblower) Protection.....	36
3.38	Work Spaces, Including Desks, Lockers, etc.....	37
3.39	Work Made for Hire.....	37

3.40	Workplace Safety	37
3.41	Violence/Bullying in the Workplace	38
SECTION 4.	GRIEVANCE PROCEDURE.....	39
SECTION 5.	PAY PERIODS.....	39
5.01	Payroll Cycle.....	39
5.02	Direct Deposit Payment Method.....	40
5.03	Definitions for Payroll Purposes Only	40
5.04	Salary Deferrals –Tax Sheltered Annuities (TSA)	40
SECTION 6.	COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES	41
6.01	Mileage Reimbursement	41
SECTION 7.	WORKER’S COMPENSATION	42
7.01	Worker's Compensation Coverage and Reporting Responsibilities	42
7.02	Benefits While on Worker's Compensation	42
7.03	Injuries Not Covered by Worker’s Compensation.....	42
SECTION 8.	SICK LEAVE	42
8.01	Sick Leave Earned	42
8.02	Sick Leave Use	42
8.03	Sick Leave Accumulation.....	43
8.04	Sick Leave and Long-term Disability.....	44
8.05	Overused Sick Leave	44
8.06	Reporting Procedure - Doctor's Certificate.....	44
8.07	Holidays during Sick Leave.....	44
SECTION 9.	JURY DUTY LEAVES.....	44
9.01	Jury Duty Leave	44
9.02	Employee Notice.....	44
9.03	Payment for Time Out on Jury Duty.....	44
SECTION 10.	BEREAVEMENT LEAVE	45
10.01	Bereavement/Funeral Leave for a Death in the Immediate Family	45
10.02	Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family	45
10.03	Additional Bereavement Leave.....	45
10.04	Part-time Employee	45
10.05	Bereavement Leave Increments	45

SECTION 11. PERSONAL LEAVE	45
11.01 Personal Days Provided	45
11.02 Personal Leave Day Restrictions	45
11.03 Approval of Personal Leave and the Total Number of Employees on Personal Leave	45
11.04 Part-time Employees	46
11.05 Personal Leave Increments	46
11.06 Emergency Days	46
SECTION 12. UNIFORMED SERVICES LEAVE.....	46
SECTION 13. UNPAID LEAVES OF ABSENCE.....	46
13.01 Medical Leave.....	46
13.02 Child Rearing Leave	47
13.03 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons	48
SECTION 14. BENEFITS APPLICABLE TO ALL EMPLOYEES.....	49
14.01 Cafeteria Plan/Flexible Spending Account.....	49
14.02 Dental Insurance	49
14.03 Health Insurance	49
14.04 Liability Insurance	49
14.05 Life Insurance	49
14.06 Long-Term Disability	49
14.07 Wisconsin Retirement System (WRS) Contributions.....	50
14.08 COBRA Law Continuation of District Health Plan Participation	50
SECTION 15. WORK STOPPAGE.....	50
PART II - STAFF WITH INDIVIDUAL CONTRACTS UNDER 118.22 WIS. STATS AND PROFESSIONAL/EXEMPT NON-SUPERVISORY EMPLOYEE.....	51
SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL	52
1.01 Nonrenewal.....	52
1.02 Discipline and Termination.....	52
1.03 Representation.....	52
1.04 Disciplinary Materials.....	52
SECTION 2. PROFESSIONAL HOURS/WORKDAY	52
2.01 Normal Hours of Work	52

2.02	Administratively Called Meetings	52
2.03	Attendance at School Events	53
2.04	Consultation with Parents	53
2.05	Emergency School Closures	53
2.06	School Calendar	53
SECTION 3. PROFESSIONAL GROWTH.....		53
3.01	Requirement to Remain Current	53
3.02	Professional Reimbursement Program.....	53
3.03	Attendance at Workshops and Meetings.....	54
3.04	Visitations	54
SECTION 4. Teacher Supervision and Evaluation		54
4.01	General Provisions	54
4.02	Evaluators	54
4.03	Evaluation Process – Conditions for All Employees	54
SECTION 5. Teacher Assignments, Vacancies and Transfers.....		56
5.01	Teacher Assignments, Vacancies and Transfers.....	56
5.02	Employee Resignations.....	57
5.03	Teacher Absence and Substitutes.....	57
5.04	Summer School Assignments	57
5.05	Extended Contracts	57
SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS		57
6.01	Reasons for Reduction in Force	57
6.02	Notice of Reduction	57
6.03	Selection for Reduction.....	58
6.04	Reduction in Hours Resulting in Nonrenewal	58
6.05	Reemployment Process	58
6.06	Termination of Reemployment Opportunities	59
6.07	Insurance Benefits Following Nonrenewal.....	59
6.08	Accrued Benefits during Reemployment Period	59
6.09	In-Service and Other Training	59
SECTION 7. PROFESSIONAL COMPENSATION		59
7.01	Curriculum Planning Projects and Other Projects within the Scope of Employment.....	59
7.02	Teaching Load	59

SECTION 8. INSURANCES.....	60
8.01 Dental Insurance	60
8.02 Health Insurance	60
8.03 Liability Insurance	60
8.04 Life Insurance	60
8.05 Long-term Disability.....	60
SECTION 9. DEFINED POST-EMPLOYMENT BENEFIT.....	60
9.01 Accumulated Sick Leave	60
9.02 Health Insurance	61
PART III – NON-EXEMPT STAFF WITHOUT INDIVIDUAL CONTRACTS UNDER § 118.22, WIS. STATS.....	62
SECTION 1. DISCIPLINE AND DISCHARGE	63
1.01 Discipline and Discharge	63
1.02 Representation.....	63
1.03 Disciplinary Materials.....	63
SECTION 2. HOURS OF WORK AND WORK SCHEDULE.....	63
2.01 Letter of Appointment.....	63
2.02 Regular Workday and Starting and Ending Times	63
2.03 Regular Work Week	63
2.04 Part-time Employees.....	64
2.05 Additional Hours and Overtime - Approval and Assignment	64
2.06 Compensatory Time Off	64
2.07 Lunch Period.....	65
2.08 Breaks	65
2.09 Emergency School Closings	65
2.10 Shift Pay Differential	65
2.11 Attendance at Meetings.....	65
SECTION 3. REDUCTION IN FORCE, POSITIONS & HOURS	66
3.01 Layoff Notice	66
3.02 Selection for Reduction – Steps.....	66
3.03 Reduction in Hours	67
3.04 Recall/Rehire Process Period.....	67
3.05 Recall Procedure	67
3.06 Termination of Recall Options.....	67

3.07	Insurance Benefits during Layoff	67
3.08	Accrued Benefits during Layoff	67
3.09	Other Employment during Layoff	67
SECTION 4.	ASSIGNMENTS, VACANCIES AND TRANSFERS	67
4.01	Job Posting	67
4.02	Interviews	67
4.03	District Ability to Select the Most Qualified Applicant	68
4.04	Involuntary Transfers	68
SECTION 5.	PAID VACATION	68
5.01	Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time Employees	68
5.02	Scheduling of Vacation	68
5.03	Payment upon Termination/Transfer to a Position Not Eligible for Vacation	68
5.04	Holidays during Vacation	68
SECTION 6.	HOLIDAYS	69
6.01	Holidays Defined	69
6.02	Holidays Falling on Weekends	69
6.03	Holidays Falling on Student Contact Days	69
6.04	Eligibility for Holiday	69
SECTION 7.	JOB RELATED TRAINING AND LICENSURE	69
7.01	In-Service Training	69
SECTION 8.	EMPLOYEE EVALUATIONS	70
8.01	Evaluation	70
8.02	Procedures and Instruments	70
8.03	Frequency	70
8.04	Receipt of Evaluation	70
8.05	Comments, Disputes	70
8.06	Evaluators	70
SECTION 9.	RESIGNATION FROM EMPLOYMENT	70
9.01	Termination of Employment	70
SECTION 10.	INSURANCES	70
10.01	Health Insurance	70
10.02	Life Insurance	70

10.03	Long-Term Disability	71
SECTION 11.	DEFINED POST EMPLOYMENT BENEFIT	71
11.01	Accumulated Sick Leave	71
PART IV – CO-CURRICULAR STAFF.....		72
SECTION 1.	CO-CURRICULAR ASSIGNMENTS.....	73
1.01	Assignment	73
1.02	Payments	73
1.03	Work Schedule.....	73
1.04	Evaluation of Co-Curricular Assignments.....	73
1.05	Volunteers	73
1.06	Event Supervision	74
PART V – SUBSTITUTE EMPLOYEES.....		75
SECTION 1.	ALL SUBSTITUTE EMPLOYEES	76
1.01	Pre-Employment Requirements	76
SECTION 2.	SUBSTITUTE TEACHERS	76
2.01	Licensure and/or Permit.....	76
2.02	Training and Evaluation.....	76
2.03	Assignment and Professional Responsibilities	76
2.04	Compensation	76
2.05	Dismissal/Removal from Substitute List	77
2.06	Miscellaneous Provisions.....	77
SECTION 3.	SUPPORT STAFF SUBSTITUTES.....	77
3.01	Licensure and/or Permit.....	77
3.02	Training and Evaluation.....	77
3.03	Assignment and Professional Responsibilities	78
3.04	Compensation	78
3.05	Dismissal/Removal from Substitute List	78
3.06	Miscellaneous Provisions.....	78
APPENDIX: FORMS		79
ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE POLICIES AND HANDBOOK.....		80

District's Philosophy Statement

PHILOSOPHY OF EDUCATION STATEMENT OF PHILOSOPHY AND OBJECTIVES

RATIONALE

Education is a precious asset of utmost value to an individual; however, an education is not a commodity. One can neither purchase an education nor can he receive it as a gift. And, in the same sense, one cannot force an education on another.

Knowledge is necessary if a person is to become educated. But there is a difference between an individual who is educated and one who is merely knowledgeable. The educated individual is the inquiring individual. The merely knowledgeable individual may or may not possess intellectual curiosity.

The successful citizens of the decades ahead will be those individuals who have learned how to learn. They will be those individuals who understand the social, political, economic, and scientific forces which affect them personally. They will be those individuals who understand the business, industry, or institution in which they are employed. They will be those individuals who are prepared for life in an era of rapid change. They will be our most independent and yet most responsible citizens.

Furthermore, one must not confuse education with merely attending school, for education is a lifelong process. The obtaining of an education depends largely on the learner.

The Darlington Community School District is dedicated to the objective of teaching students in such a way that they will be able to continue learning after they graduate and no longer have a school to assist them. If a student learns to assume progressively more responsibility for his own education, he will have made progress toward becoming an educated person. (Policy #100.1)

PHILOSOPHY

The Darlington Community School District educational philosophy may be characterized by the following statements.

1. The purpose of education is to develop the intellectual, personal, social, economic and ethical capabilities of each student. Of special importance in a rapidly changing world is the development of the inquiring, creative mind and the self-directive individual.

2. Education in a democracy should be an individual process. Basic understandings, knowledge, skills, and appreciations should be attained by each person.
3. An important aim of the school is to develop each individual's capacity to assume more and more responsibility for his own education.
4. Every area of human knowledge can make significant contributions to each student's intellectual growth. Students should be given the opportunity to participate in learning activities in the areas of humanities, mathematics, science, practical and creative arts, and health and physical education.
5. Individual differences in learners may require that subject matter be adapted to the needs and abilities of the learners.
6. Subject matter fields are related. The interrelatedness of knowledge and subject matter should be illustrated and demonstrated.
7. The concept-centered and problem-centered approach to acquiring knowledge is an effective methodological approach.
8. Decisions regarding the grouping of students should take into consideration such things as student interest, ability, level of maturity, intellectual development, and age.
9. A school district should maintain a wholesome educational environment for all students.
10. Each student and each employee in a school district should be regarded as a human being entitled to the respect and decency to which human dignity entitles them. (Policy #100.2)

See Board Policies 100.1 and 100.2

The Darlington Community School District does not discriminate on the basis of: sex, race, religion, national origin (including limited-English proficiency), ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability.

District Emergency Procedures

Should inclement weather or other emergency situation(s) require the District to close school the following procedures shall be followed:

Local television and radio stations will also be notified by 6:00 a.m. or as soon as practicable.

Television: Channels WISC TV Channel 3 WKOW TV Channel 27 WMTV Channel 15

Radio Stations: WEKZ 93.7 WGLR 97.7 WPVL 107.1 KIYX 106.1 WDMP 99.3 FM & 810 AM KDTH 1307

Closing information will also be posted on:

District Webpage: www.darlington.k12.wi.us

District Facebook page: www.facebook.com

Darlington Community School District

Security

In case of an emergency call: Your Building Principal:

DEMS	Michael Flanagan	608-776-4021, #2
DHS	Rich Moyer	608-776-4001, #1
Or		
District Administrator	Cale Jackson	608-776-2006, #3

District Map and School Locations



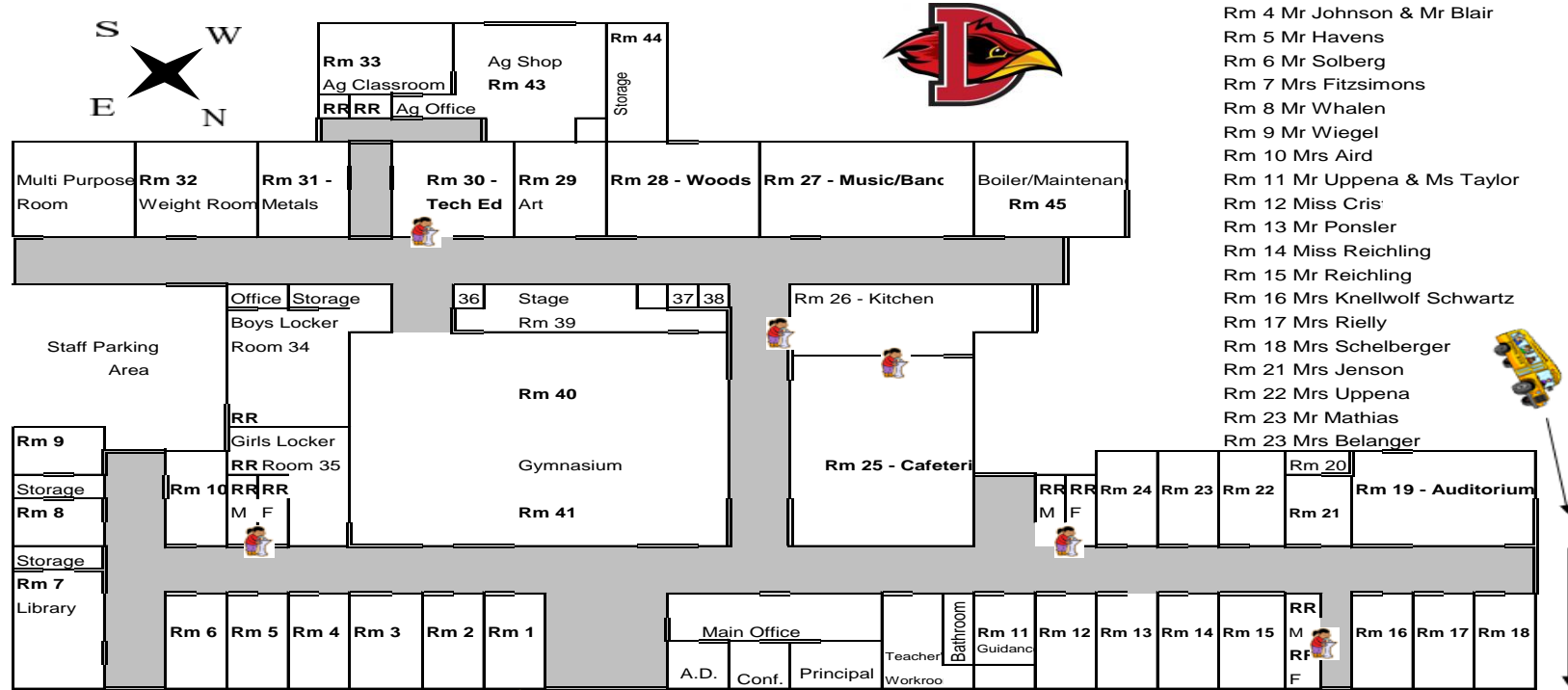
Darlington Community Schools

Darlington High School
11838 Center Hill Road
Darlington, WI 53530

Darlington Elementary/Middle School
11630 Center Hill Road
Darlington, WI 53530

Darlington High School Map

Welcome to Darlington High School



- Rm 1 Mr Schwartz
- Rm 2 Mr Sturtz
- Rm 3 Mr Miede
- Rm 4 Mr Johnson & Mr Blair
- Rm 5 Mr Havens
- Rm 6 Mr Solberg
- Rm 7 Mrs Fitzsimons
- Rm 8 Mr Whalen
- Rm 9 Mr Wiegel
- Rm 10 Mrs Aird
- Rm 11 Mr Uppena & Ms Taylor
- Rm 12 Miss Cris
- Rm 13 Mr Ponsler
- Rm 14 Miss Reichling
- Rm 15 Mr Reichling
- Rm 16 Mrs Knellwolf Schwartz
- Rm 17 Mrs Rielly
- Rm 18 Mrs Schelberger
- Rm 21 Mrs Jensen
- Rm 22 Mrs Uppena
- Rm 23 Mr Mathias
- Rm 23 Mrs Belanger

- Math - Rms 1, 2 &
- Science - Rms 8, 9 & 10
- Social Studies - Rms 15 & 18
- English/Speech - Rms 16, 17 & 22
- Drama/Write Post - Rm 22
- Spanish - Rm 12, 13 & 14
- Phy Ed - 40/41 (Gymnasium)
- Health - Rm 5 (Fr) & 6 (S)
- Band & Choir - Rm 27
- Drivers Ed - Rm 5
- Guidance - Rm 11

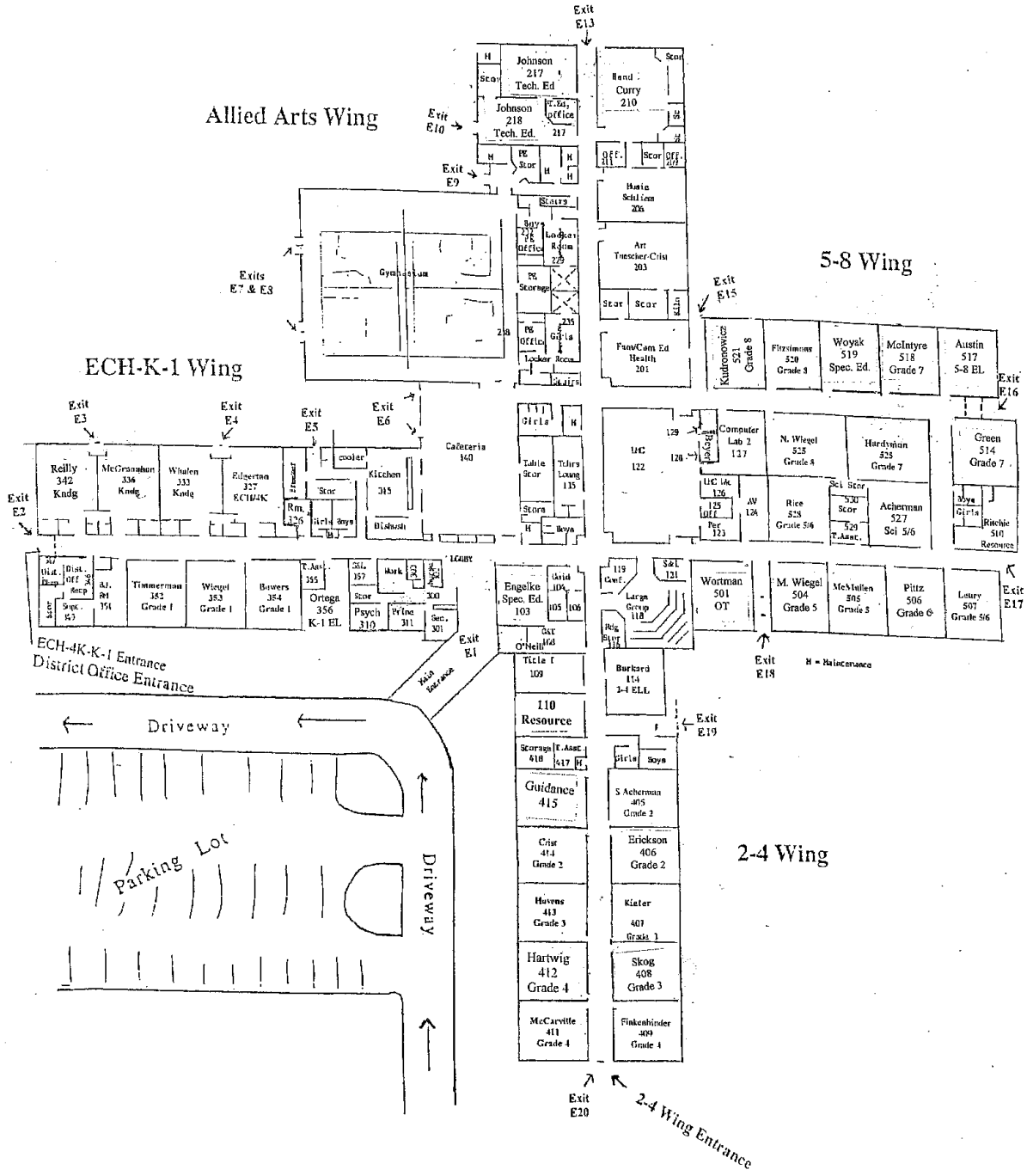
- Industrial Arts - Rms 4, 28, 30 & 31
- Resources & Tutoring - Rms 23 & 24
- Study Hall - Rms 7(Library) & 25(Café)
- Art - Rm 29
- Ag - Rm 33
- Weight Room - Rm 32

- Rm 24 Ms Lund
- Rm 24 Mrs McConnell
- Rm 25 Cafeteria
- Rm 26 Kitchen
- Rm 27 Mr Jacobson
- Rm 28 Woods Room
- Rm 29 Miss Cirves
- Rm 30 Mr Doyle
- Rm 31 Metals Room
- Rm 33 Mr Lobdell
- Rm 36 Benton Rose
- Main Office Mr Moyer - Principal
- Mr Reichling - AD
- Mrs Butson & Mrs Crist

Darlington Elementary/Middle School Map

2022-23

Darlington Elementary/Middle School

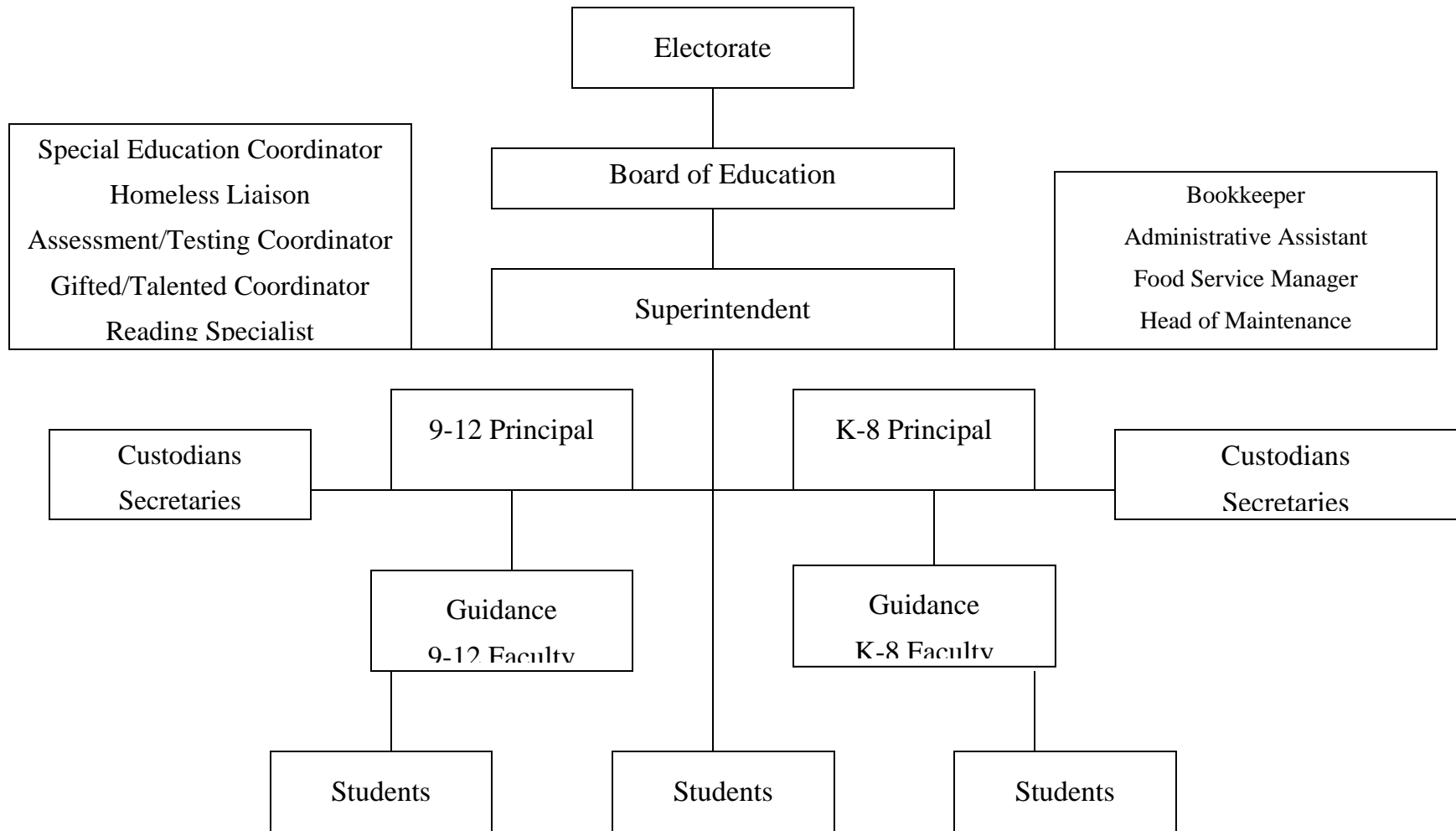


District Office Numbers

Darlington Community Schools District Office	608-776-2006, ext. 3
Darlington High School Office	608-776-4001, ext. 1
Darlington Elementary Middle School Office	608-776-4021, ext. 2

DARLINGTON COMMUNITY SCHOOL DISTRICT

Organization Schematic



200.4a

District Academic Calendar

2022-2023

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	W	W*	W			

September

S	M	T	W	T	F	S
					[1	P 3
4	H	6	7	8	T	10
11	12	13	14	15	C	17
18	19	20	21	22	P	24
25	26	27	28	29	T	

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	C	8
9	10	11	12	13	P	15
16	17	18	19	20	T	22
23	24	25	26	27	B	29
30	31					

November

S	M	T	W	T	F	S
			1	2	3	C] 5
6	[7	8	9	PT	PT	12
13	14	15	16	17	P	19
20	21	22	EB	H	B	26
27	28	29	30			

December

S	M	T	W	T	F	S
					1	T 3
4	5	6	7	8	C	10
11	12	13	14	15	P	17
18	19	20	21	EB	B	24
25	B	B	B	B	B	31

January

S	M	T	W	T	F	S
1	B	3	4	5	T	7
8	9	10	11	12	C	14
15	16	17	18	19	P]	21
22	[23	24	25	26	T	28
29	30	31				

February

S	M	T	W	T	F	S
			1	2	C	4
5	6	7	8	9	P	11
12	13	14	15	16	T	18
19	20	21	PT	B	I	25
26	27	28				

March

S	M	T	W	T	F	S
			1	2	C	4
5	6	7	8	9	P	11
12	13	14	15	16	T	18
19	20	21	22	23	C]	25
26	[27	28	29	30	P	

April

S	M	T	W	T	F	S
						1
2	3	4	5	B	B	8
9	B	11	12	13	T	15
16	17	18	19	20	C	22
23	24	25	26	27	P	29
30						

May

S	M	T	W	T	F	S
	1	2	3	4	T	6
7	8	9	10	11	C	13
14	15	16	17	18	P	20
21	22	23	24	25	G	27
28	H	30	31			

June

S	M	T	W	T	F	S
					1	R] 3
4	W	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

QUARTERS

- 1st - 45
- 2nd - 45
- 3rd - 43
- 4th - 46
- 179 days

HOLIDAYS

- Labor Day - Sept. 5
- Thanksgiving - Nov. 24
- Christmas - Dec. 25
- Good Friday - April 7
- Easter - April 9
- Memorial Day - May 29

[Quarter Begins

] Quarter Ends

I Inservice

H Holiday/No School

B Break/No School

R Release at 11:20 AM

W Workday/Inservice

G High School Graduation

PT Nov. 10 P/T Conf. from 4:00-8:00 PM

PT Nov. 11 P/T Conf. from 8:00 AM-Noon

PT Feb. 22 1:30 Release P/T Conf. 2- 8:00 PM

* Open House in evening

EB Break - 1:30 release

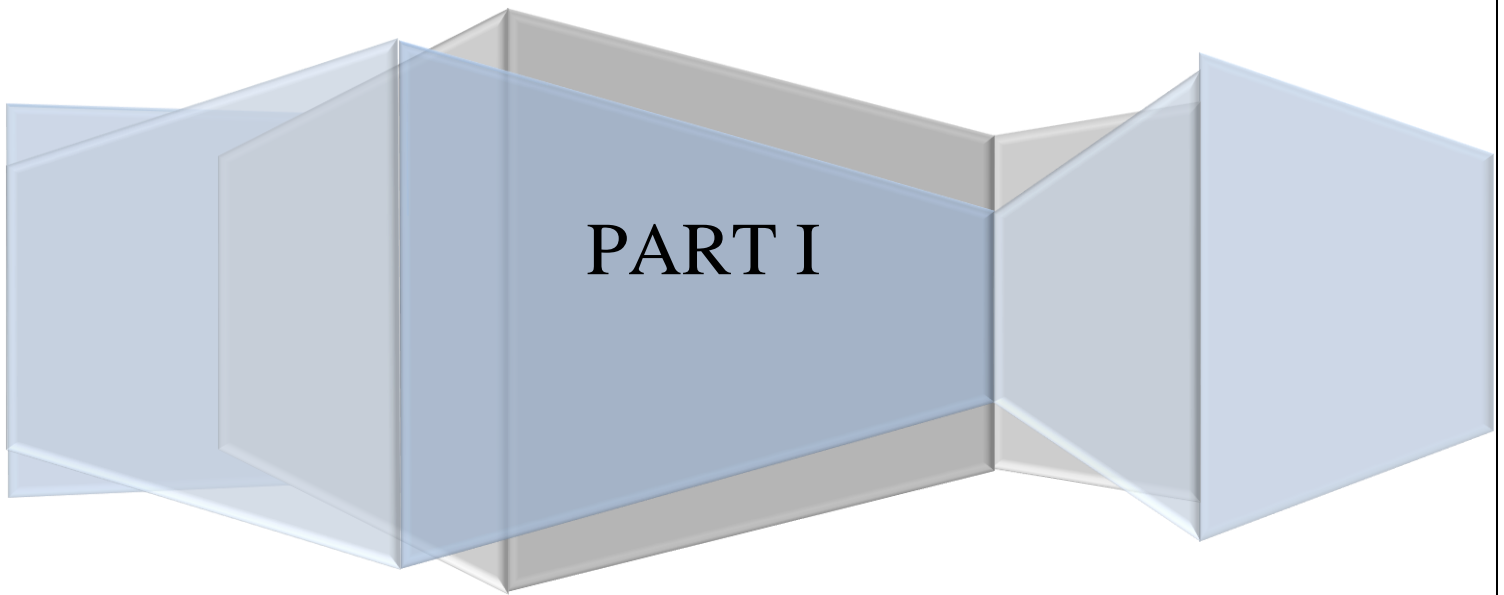
T Team Collaboration - 1:30 release

C Curriculum Initiatives - 1:30 release

P Instructional Planning - 1:30 release

This calendar is subject to change pending updates made by the School Board or due to emergencies.

PART I – PROVISIONS APPLICABLE TO ALL STAFF



DEFINITIONS

1.01 Definitions

- A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. Casual Employees: Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
- C. Regular Employees: Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
 - 1. Regular Full-time Employee: Regular full-time employees are defined as one who works more than 37 hours per week for a school year or more per year.
 - 2. Regular Part-time Employee: Regular part-time employees are defined as an individual who works August through May or more, but 37 hours or less per week.
 - 3. Exclusions: A regular full-time or regular part-time employee whom does not include casual, substitute or temporary employees as defined in this Section.
- D. Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.
 - 1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
 - 2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
- E. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee.
- F. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.
- G. Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.
- H. School Year: July 1 through June 30 of any year.
- I. Prep Time: A period when a teacher does not have an assigned teaching responsibility. Prep Time would include lesson planning, meeting with students or parents/guardians, grading, schoolwork, making phone calls to parents, maintaining student records, ordering supplies and other activities related to teaching.

1.02 General Personnel Policies

This *Employment Handbook* is subservient to, and does not supersede the provisions set forth in District policies

SECTION 2. EMPLOYMENT LAW

2.01 Employment of Minors

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

2.02 Equal Opportunity

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

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

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

Policy 1300.2 addresses the Specific assurances with regard to Non-discrimination.

2.03 Equal Opportunity Complaints

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District.

Policy 1300.3 provides the district's complaint procedure.

2.04 Fair Labor Standards Act

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA]. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found at www.dol.gov/whd/flag. Notification of rights under the FLSA is set forth in the employment poster section at www.dol.gov/whd/regs/compliance/posters/flsa.htm.

2.05 Family and Medical Leave Act

The District provides leave in compliance with state and federal Family and Medical Leave laws. The District's FMLA policy, #600.16, can be found in the Darlington Community Schools Policy Handbook. In addition, specific information about the federal law is included below. Any other leaves of absence provided under District policies run concurrently with any leaves taken under state or federal Family and Medical Leave laws.

- A. Notification of Benefits and Leave Rights: The District posts the text of a required federal notice regarding federal FMLA employee entitlements and obligations in the district office and DHS and DEMS offices and Staff's lounges of each building, where other required state and federal notices to employees are placed. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). In addition, as required by federal law, a copy of the notice is included in Appendix A to this *Handbook* and can also be viewed at this link: <http://www.dol.gov/whd/fmla/finalrule/FMLAPoster.pdf>

- B. Eligibility Notice. When an employee requests FMLA leave, or when the District acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the District must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. *See* 29 C.F.R. § 825.300(b).
- C. Rights and Responsibilities Notice. The District must provide written notice outlining specific obligations of an employee eligible for federal FMLA which explains any consequences of not meeting those obligations. *See* 29 C.F.R. § 825.300(c). The District uses a form created by the U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, to provide this information. A copy of a blank version of this form can be viewed at <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>.
- E. Designation Notice. The District also uses a form created by the Department of Labor to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*. A copy of a blank version of this form can be viewed at <http://www.dol.gov/whd/forms/WH-382.pdf>. *See* 29 C.F.R. § 825.300(d).

2.06 Immigration Law Compliance

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

2.07 Discrimination and Harassment

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

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

All employees are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures (**Policy 1300.2 (3) - Appendix B**). All reports regarding employee discrimination or harassment shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee discrimination or harassment. Actions that result in discrimination on a basis not

related to an employee's job performance or those that are determined to be harassment shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of potential discrimination or alleged harassment to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of potential discrimination or alleged harassment, as described above, may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to discrimination or harassment complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.

This policy and its accompanying procedures shall be published annually and distributed to all staff. District staff will be required to sign an acknowledgment of receipt of the policy and procedure on an annual basis. Training shall be conducted annually on this policy for all staff in the District.

SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

The District expects its employees to produce quality work, maintain confidentially, work efficiently, and exhibit a professional, respectful and courteous attitude toward other employees, parents, students, administrators and Board members. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, and legal obligations.

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

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

3.02 Accident/Incident Reports

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form, which may be found in the Darlington Elementary/Middle School, High School or District offices, must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Bookkeeper in the District office.

3.03 Attendance

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the employee's building administrator and as further specified in other parts of this *Handbook*. Any deviation from assigned hours must have prior approval from the employee's building administrator.

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

3.04 Bulletin Boards

The Employer shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. If a collective bargaining unit exists, the Association will be allowed to post items on the staff lounge bulletin board subject to the restrictions set forth herein and as amended by the applicable collective bargaining agreement. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law. The District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

3.05 Child Abuse Reporting

- A. Except as provided under Wisconsin Statute § 48.981, sub. (2m), any of the following persons who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B: school nurse, social worker, professional counselor, school teacher, school administrator, school counselor, child care worker in a child care center, or residential care center for children and youth a child care provider, an alcohol or other drug abuse counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a dietitian, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.
- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel, the Lafayette County Social Service Department, and any other protective agency in Lafayette County, of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.
- C. Employees who are not mandatory reporters as set forth in paragraph A, above, and who in connection with their job responsibilities have reasonable cause to suspect that a child has been abused or neglected or who have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur shall notify their immediate supervisor or other administrative personnel of such alleged abuse. *[District Policy 600.9.]*

3.06 Communications

The District is committed to providing technology resources that allow employees to communicate effectively with all employees in the District. In the District's effort to maintain current technology practices, more responsibility and cooperation is required of employees to use the following core software programs and technology resources.

- A. Electronic Communications:
 1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.
 2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.

3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and District administration. External electronic storage devices are subject to monitoring if used with District resources.

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

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

C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. The following definitions apply for purposes of this section on Electronic Communication with Students:

"Authorized Personnel" includes classroom teachers, counselors, principals, assistant principals, directors of instruction, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the District Administrator or a campus principal.

"Communicate" means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to District regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

“Electronic media” includes all forms of social media, such as, but not limited by enumeration to, the following: text messaging, instant messaging, electronic mail (email), Web logs (blogs), electronic forums (chat rooms), video sharing Websites (e.g., YouTube™), editorial comments posted on the Internet, and social network sites (e.g., Facebook™, MySpace™, Twitter™, LinkedIn™), and all forms of telecommunication such as landlines, cell phones, and web-based applications.

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

1. The employee shall limit communications to matters within the scope of the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
2. If an employee receives an unsolicited electronic contact from a student that is not within the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page (“Professional page”) for this purpose. The employee must enable administration and parents to access the employee’s professional page.
4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
5. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
6. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 - b. confidentiality of student records. *[See District Policy 700.11]*
 - c. confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses. *[See District Policy 1300.4]*
 - d. Upon written request from a parent, the employee shall discontinue communicating with the parent’s minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District’s adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. *(See District Policy 600.13)*

Employees who create pupil records via email need to ensure that pupil records are retained for the period of time specified by the pupil records law. For this reason, the District heavily discourages the use of email as the means to communicate about individually identifiable students.

- F. **Electronic Recording:** Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- G. **Compliance with Federal, State and Local Law:** For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records. *[See District Policy 700.11]*
 2. Confidentiality of other District records, including educator evaluations and private email addresses. *[See District Policy 1300.2]*
 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. *[See District Policy 1300.2]*
 4. Prohibition against harming others by knowingly making false statements about a colleague or the District. *[See District Policy 600.10]*
- H. **Personal Web Pages:** Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. **Disclaimer:** The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.
- J. **Use of Electronic Communication (cell phones)** While in the building during the instructional day, from the first bell to the last bell signifying the end of the instructional day, cell phones or any communication device may not be used. All cell phones or other communication devices must be kept with your personal belongings, other than on the person during instruction. Any employee who violates this practice may be subject to discharge including termination. For safety reasons, administrators will be allowed to carry their cell phones on their person.

3.07 Confidentiality

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board Policy 700.11 (b). The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

3.08 Conflict of Interest

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

3.09 Contracts and Conflict of Interest

No employee may negotiate or bid for, or enter into a contract in which the employee has a private financial gain or 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 financial gain or interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. *See Wis. Stats. § 946.13(1)(a) and (b).*

3.10 Copyright

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 and Board Policy 600.12. All District employees are expected to familiarize themselves with Board Policy 600.12. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to District Library Media Specialist (*District Policy 600.12.*)

3.11 Criminal Background Checks

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

- A. Has been convicted of any misdemeanor or felony in this state or any other state or country;
- B. Has been dismissed or non-renewed, or has resigned from employment in lieu of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, inefficiency, neglect of duty, immoral conduct, unprofessional conduct or insubordination. knowingly falsifying information or omitting requested information shall be grounds for termination of employment, or refusal to consider for hire.

Additionally, all persons applying for any position shall be required to:

- 1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information; and
- 2. Supply a fingerprint sample and submit to criminal history records checks to be conducted by the Lafayette County Sheriff's Department.

Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks. The Board shall only consider an applicant's criminal record to the extent the circumstances of the conviction are substantially related to the circumstances of the particular job.

3.12 Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record

Every District employee shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three calendar days, after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

- A. crimes involving school property or funds;
- B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- C. crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- E. a misdemeanor which violates the public trust.

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

If an employee is arrested during employment with the District, the District will determine whether the circumstances of the offense substantially relate to the circumstances of the employee's job. If the District determines there is a substantial relationship, the District may place the employee on unpaid administrative leave pending the District's further investigation.

3.13 District Property

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

3.14 Drug-, Alcohol-, and Tobacco-Free Workplace

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

- A. Prohibited Acts - Drugs and Alcohol: 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. 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. In addition, the District prohibits an employee from engaging in the manufacture, distribution, dispensation, possession, or use of illegal drugs, controlled substances or unauthorized prescription medication at any time and in any location, even where the employee is not on District premises or on work time. Any employee who violates the District's Drug and Alcohol Policy may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. [See District Policy #600.14 (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. [See District Policy #600.14 (b)]. 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: As required by the Federal Drug Free Workplace Act, the District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if applicable) employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. § 702(a) (1)
- D. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. 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 will be required to undergo any drug testing required by relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the "Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures."
- F. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. Drug-Free Workplace Act, 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)]. [See District Policy #600.14 (a), #600.14 (b).]
- G. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions, up to and including termination from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District's policies and rules is mandatory and is a condition of employment. In its sole discretion, the District may allow an employee to undergo evaluation for alcoholism or drug addiction and successfully complete any recommended treatment, in lieu of termination.

3.15 False Reports

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

3.16 Financial Controls and Oversight

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

3.17 Fraud and Financial Impropriety

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

A. Fraud and financial impropriety shall include but is not be limited to the following:

1. forgery or unauthorized alteration of any document or account belonging to the District;
2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
4. impropriety in the handling of money or reporting of District financial transactions;
5. profiteering as a result of insider knowledge of District information or activities;
6. unauthorized disclosure of confidential or proprietary information to outside parties;
7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. *See Gifts section of Handbook, section 3.19.*
9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
10. failure to provide financial records required by state or local entities;
11. failure to disclose conflicts of interest as required by law or District policy;
12. disposing of District property for personal gain or benefit and,
13. any other dishonest act regarding the finances of the District.

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

3.18 Gambling

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

3.19 Gifts and Sale of Goods and Services

- A. **Gifts:** An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. **Note:** Immediate family shall have the same definition as used in Section 11.01

The District encourages 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 building administrator for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats.. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to information on conflicts of interest and gifts and solicitations in § 19.59, Wis. Stats.

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

3.20 Honesty

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

3.21 Investigations

- A. **Expectation of Cooperation:** In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired about, subject to the provisions in paragraph "B", below. Employees failing to volunteer such information shall receive a directive from an administrator to provide the requested information. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.
- B. **Investigation interplay with potential criminal conduct:** If the alleged misconduct may constitute criminal conduct by the employee, the employee will be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- C. **Administrative Leave:** The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

3.22 Licensure/Certification

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in his or her personnel file. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject or at the named school is void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

3.23 Nepotism

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District, except that the District may refuse to hire or promote a person into a position when the position will report to an individual who is the spouse of the person considered for hire or promotion, or when the position will report to an individual with whom the person has a relationship by affinity or consanguinity. In addition, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.
- B. Definition: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.
- C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

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

- A. Allowances or Mileage Reimbursement: All employees who drive a District street vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must undergo an annual driver's license record check.
- B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation, including citations or convictions resulting from the operation of a personal vehicle. Supervisors receiving such notice will immediately notify the District Administrator. Payment of any citations received while driving a District vehicle is the responsibility of the driver.
- C. Commercial Driver's License (CDL): In addition to the notice requirements in paragraph A, above, and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.
- D. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. See Wis. Stats. § 121.52(2).

E. Personal Transportation Utilized for School Use

1. Car Insurance

Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability, \$250,000/\$500,000 bodily injury and \$100,000 property damage. A minimum of private car transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration to, a review of the employee's driving record and an examination of the vehicle. See Wis. Stats. § 121.555.

2. All transportation will be done in accordance with Board policy.

3.25 **Outside Employment**

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

3.26 **Personal Appearance/Staff Dress Code**

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

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

3.27 **Personal Property**

- A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.
- B. Search of Personal Effects [Please see section 3.381 of the *Handbook* for information on the Search of District Property]: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to, automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

3.28 **Personnel Records**

An employee shall have the right to review certain personnel documents, upon request and consistent with the timelines and content limitations specified in Wis. Stat. § 103.13, at least two times per calendar year, while in the presence of the administrator or his designee. The employee is entitled to examine any personnel documents which are used or which have been used in determining that employee's qualifications for employment, promotion, transfer, additional compensation,

termination or other disciplinary action, and certain medical records. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those documents. No personnel documents may be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents permitted to be reviewed pursuant to Wis. Stat. § 103.13, except those delineated in § 103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy. An employee who is involved in a current grievance against the District may designate in writing a representative of the employee's union, collective bargaining unit or other designated representative to inspect the records which have a bearing on resolution of the grievance.

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

3.29 Personnel – Student Relations

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

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

3.30 Physical Examination

- A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Freedom from tuberculosis in a communicable form is a condition of employment. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.
- B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where the District has a reasonable doubt concerning the current ability of the employee to perform the duties of his or her job, consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

Please refer to District Policy 600.2

3.31 Political Activity

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

- A. No school employee shall, 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.

3.32 Position Descriptions

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

3.33 Severance from Employment

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

- A. termination by the District, including nonrenewal;
- B. voluntary resignation, including retirement;
- C. failure to return to work following recall from layoff within twenty (20) calendar days of receipt of notice to do so
- D. the employee having been on layoff for twelve (12) consecutive months.
- E. failure to return to work the day following the expiration of an authorized leave of absence; and
- F. job abandonment, including the failure to report to work or call in for two consecutive days.

3.34 Solicitations

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

3.35 Student Code of Conduct and Handbook

The Student Code of Conduct and Handbook is available online at www.darlington.k12.wi.us

3.36 Teamwork

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

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

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

3.37 Employee (Whistleblower) Protection

- A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.
- B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

- C. **Anti-Retaliation**: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

3.38 Work Spaces, Including Desks, Lockers, etc.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned or controlled property, which includes, but is not limited to, vehicles, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for under section 3.27, subsection B of this *Handbook*.

3.39 Work Made for Hire

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

3.40 Workplace Safety

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

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

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

- B. **Protection of Staff**: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.
1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
 2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.

- C. Notification of Safety and Health Standards: Wisconsin Statute § 101.055 requires the Wisconsin Department of Commerce to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore the employee may request the Wisconsin Department of Commerce to conduct an inspection. The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under Part I, section 4 of this *Handbook* and District policy **1300.3** to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion, also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See, Wis. Stat. § 101.055; Public Employee Safety and Health, available at <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>
- D. Weapons Prohibition: Firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes dangerous weapons and firearms in vehicles on school property. Law enforcement officers who are acting in their official capacities are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61.
- E. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

3.41 Violence/Bullying in the Workplace

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct by its employees, former employees, contractors, or visitors. An employee who engages in violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. Definitions as Used Under this Section:
1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
 2. Threat: A communicated intent to inflict physical or other harm on any person or property.
 3. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
 4. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.
- C. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
1. Assault or battery.
 2. Blatant or intentional disregard for the safety or well-being of others.
 3. Commission of a violent felony or misdemeanor.
 4. Dangerous or threatening horseplay or roughhousing.
 5. Direct threats or physical intimidation.
 6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
 7. Physical restraint, confinement.

8. Possession of weapons of any kind on District property [please see section 3.40].
9. Stalking.
10. Any other act that a reasonable person would perceive as constituting a threat of violence.

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

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

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

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

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

SECTION 4. GRIEVANCE PROCEDURE

The District has adopted a grievance procedure to resolve grievances by employees concerning discipline, termination and workplace safety. A copy of that policy is contained in Appendix C of this *Handbook*.

SECTION 5. PAY PERIODS

5.01 Payroll Cycle

A. **School Year Employees:**

1. **Teachers and Support Staff Payroll:** Employees will have their pay deposited directly into the financial institution of their choice. Employees will be paid every two weeks during each month of employment. Teachers who do not file an authorization will be paid on a school year basis. For teachers who elect bi-weekly pay periods, each check will be computed on the basis of 1/26 or 1/27 of the contractual amount according to the district's pay day schedule.

Accumulated number of sick days, including the days in the current contract year, will be provided to each teacher on the first payday through the Employee Access software system.

- B. Calendar Year Employees: All employees scheduled to work the calendar year will be placed on the twenty-six (26) payroll cycle.

5.02 Direct Deposit Payment Method

All employees shall participate in a direct payroll deposit plan. Direct deposit statements available online on each pay day. Direct deposit changes may be made after giving thirty (30) calendar days notice in writing.

5.03 Definitions for Payroll Purposes Only

- A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.
- C. Pay Period: The pay periods shall begin July 1st and shall be comprised every two weeks of the calendar.

5.04 Salary Deferrals –Tax Sheltered Annuities (TSA)

- A. The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle").
- B. The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in Pre-tax dollars (salary reduction, also known as "regular" TSA contributions).
- C. Employees will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District's plan document.
- D. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The District may ask for proof of vendor registration from the employee to ensure a District-approved vendor has been chosen. The total number of vendors shall be limited to no more than 6. If at any time there are no active employees contributing to a particular vendor, that vendor shall be removed from the District-approved vendor list.
- E. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.
- F. Effective July 1, 2011 the District will mail monthly a paper check to the TSA vendor(s) the amount of the salary deferral elected by the employee. In unforeseen circumstances, transmittals will be made no later than fifteen (15) business days following the end of the month in which the amount would have been paid to the participant.
- G. Employees may choose to defer a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral (414(v)(2)(B)(i)), and the "catch up" provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.
- H. The salary reduction limits will be adjusted from time to time to conform to statutory limits.
- I. Catch-Up Contributions
 - 1. Documentation will only be required where the employee's total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.

2. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee's TSA vendor within thirty (30) calendar days if requested by the District.
3. The District agrees to provide the employee, upon written request, with timely information available from the District's records, which is necessary to enable the employee to make catch-up deferrals.

J. General:

1. The employee shall be permitted to change the TSA amount or vendor three (3) times per calendar year, unless otherwise permitted by the Business Manager, provided he/she provides the District with at least thirty (30) business days notice prior to the second payroll date of the month. Stopping contributions does not constitute a change. Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the dollar amount of salary reduction withheld from compensation complies with the limits applicable to 403(b) TSA plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.
2. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.

K. Salary Reduction Agreement:

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

**SECTION 6. COMPENSATION AND EXPENSE
REIMBURSEMENT APPLICABLE TO ALL
DISTRICT EMPLOYEES**

6.01 Mileage Reimbursement

The District shall reimburse employees an amount equal to forty-six (46) cents per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the District and Building offices.

SECTION 7. WORKER'S COMPENSATION

7.01 Worker's Compensation Coverage and Reporting Responsibilities

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the District office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form in Darlington Elementary/Middle, High School or District offices.

7.02 Benefits While on Worker's Compensation

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

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

7.03 Injuries Not Covered by Worker's Compensation

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

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

SECTION 8. SICK LEAVE

8.01 Sick Leave Earned

- A. Calendar Year Employees: Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of twelve (12) days per contract year.
- B. Professional Staff Employees: Each employee shall be credited with one (1) day of paid sick leave per 16 working days of employment to a maximum of twelve (12) days per contract year.
- C. Support Staff Employees: Each employee shall be credited with one (1) day of paid sick leave per 20 working days of employment to a maximum of twelve (12) days per contract year.
- D. Crediting of Sick Leave: Sick leave though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.
- E. Part-time Employees: Part-time employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

8.02 Sick Leave Use

- A. Sick leave shall be paid for any absence from work due to the:
 - 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 age eighteen (18) or older if the child has a handicapping condition as set forth in Wisconsin Administrative Code section PI 11.02(23)
 - 3. Serious health condition of a spouse, child, domestic partner 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. Definitions: the following definitions apply under this section:

1. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 9.02, A (3), all definitions in this paragraph apply except for age eighteen (18).
2. Parent: means 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.
3. Spouse: means an employee's legal husband or wife.
4. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
 - a. Inpatient care in a hospital, nursing home, or hospice.
 - b. Outpatient care that requires continuing treatment or supervision by a health care provider.
5. Domestic Partner: means a relationship between two (2) individuals that satisfies all of the following:
 - a. Each individual is at least eighteen (18) years old and otherwise competent to enter into a contract.
 - b. Neither individual is married to, or in a domestic partnership with, another individual.
 - c. The two (2) individuals are not related by blood in any way that would prohibit marriage under § 765.03, Wis. Stats.
 - d. The two (2) individuals consider themselves to be members of each other's immediate family.
 - e. The two (2) individuals agree to be responsible for each other's basic living expenses.
 - f. The two (2) individuals share a common residence. Two individuals may share a common residence even if any of the following applies:
 - 1). Only one of the individuals has legal ownership of the residence.
 - 2). One or both of the individuals have one or more additional residences not shared with the other individual.
 - 3). One of the individuals leaves the common residence with the intent to return.

- C. Sick Leave Increments: Sick leave may be allowed in increments of half days for teaching staff and one hour per support staff. Less than one (1) hour increments maybe taken at the discretion of the principal.

8.03 Sick Leave Accumulation

Sick leave for employees will accumulate for full-time and part-time employees to a maximum of 122 days. Part-Time employees' earned sick leave hours will reflect the hours based on the percentage of employment.

8.04 Sick Leave and Long-term Disability

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

8.05 Overused Sick Leave

If an employee were to leave the school system prior to the completion of his/her contract term or the school year for an individual teacher and had used all sick leave, a sum equal to the sick leave days not earned would be deducted from the remaining pay.

8.06 Reporting Procedure - Doctor's Certificate

If at all possible, each employee shall be required to inform his/her supervisor prior to, or as soon as possible after his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 8.02 above. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Each time an employee is absent for three (3) consecutive days due to personal illness, a certificate from a physician will be required. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

8.07 Holidays during Sick Leave

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

SECTION 9. JURY DUTY LEAVES

9.01 Jury Duty Leave

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.

9.02 Employee Notice

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

9.03 Payment 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. The employee will send a copy of the check received from serving on the jury, if it is \$125.00 or more, to the District Administrator and/or his/her designee and will be docked that amount (less any travel expenses received) on the next payroll. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

SECTION 10. BEREAVEMENT LEAVE

10.01 Bereavement/Funeral Leave for a Death in the Immediate Family

In the event of death in an employee's immediate family (which includes in-laws), the employee shall be allowed per occurrence five (5) day(s) off work with pay. Such days shall be deducted from the employee's accumulated sick leave. Immediate family includes the spouse, parents, domestic partner, children, brother, sister, grandchildren, step-relatives of the same relationship as provided herein of the employee and his or her spouse. *Note:* domestic partner shall have the same definition as used in Section 9.02, subsection B, subsection 5.

10.02 Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family

Employees shall be granted two (2) day(s) with pay per occurrence to attend funerals of grandparents, aunts, uncles, nieces, nephews, first cousins and other individuals residing in the employee's household. Such days shall be deducted from the employee's accumulated sick leave.

10.03 Additional Bereavement Leave

In extenuating circumstances, additional days may be granted by the District Administrator or his/her designee. 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.

10.04 Part-time Employee

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

10.05 Bereavement Leave Increments

Bereavement leave will be allowed in increments of one-half day, with Administration approval, for friends or relatives which will be deducted from accumulated sick leave.

SECTION 11. PERSONAL LEAVE

11.01 Personal Days Provided

- A. Calendar Year Employees: Employees shall be entitled to up to three (3) days of personal leave each employment year.
- B. School Year Employees: Employees shall be entitled to up to three (3) days of personal leave each employment year.
- C. A "day" of personal leave is defined the same as a "day" of sick leave and may be used in the same increments as sick leave and shall be deducted from the employee's sick leave.

11.02 Personal Leave Day Restrictions

The personal leave day will not be granted during the first or last five days of school or on a parent-teacher conference day. Personal leave during these periods may be approved at the discretion of the District Administrator or his/her designee. In addition, personal leave shall not be used to attend Association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.

11.03 Approval of Personal Leave and the Total Number of Employees on Personal Leave

- A. A request in writing to the Principal shall be made as far in advance as possible, normally not less than two (2) days. Emergencies may delay the submitting of the written statement until the employee returns to work.

- B. The Supervisor has the right to approve or disapprove all requests.
- C. No more than three (3) employees per building may take personal leave on any given day when school is in session, unless the District Administrator or building Principal grants approval to exceed the three (3) employee limit.

11.04 Part-time Employees

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

11.05 Personal Leave Increments

Personal leave may be allowed in increments of one-half day increments or at the building principal's discretion.

11.06 Emergency Days

Emergency leave may be granted by the Principal or District Administrator and shall be charged to their sick leave.

SECTION 12. UNIFORMED SERVICES LEAVE

Pursuant to federal and state law, the District provides eligible employees with leaves of absence without pay for purposes of federal service in the uniformed services or active state service. Eligible employees should notify the District of the need for a leave of absence as far in advance as possible and should notify the District of the commencement date of the military leave and its expected duration. Eligible employees should also provide the District with a copy of any relevant military orders.

All rights and privileges regarding salary, benefits, status, and seniority shall be reserved to such employees as required by law.

An employee on leave shall notify the District of his/her intent to return to work in a timely manner following his/her period of military service. Failure to notify the employer of his/her intent to return within a reasonable period may subject the employee to disciplinary action up to and including termination for unexcused absence. An employee's reemployment rights and benefits after completion of federal service in the uniformed services or active state service shall be governed by any applicable federal and/or state laws.

Employees who have any questions about their rights under state and federal military leave provisions should speak with the District Administrator.

SECTION 13. UNPAID LEAVES OF ABSENCE

13.01 Medical Leave

- A. Employees requiring medical leave should also refer to Section 2.05 and Appendix A, of this *Handbook* for information regarding leave under state and federal Family and Medical Leave laws. Any leave taken under any District leave policies shall run concurrently with any leave taken under state and federal Family and Medical Leave laws.
- B. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the

physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits as provided for under the current employee handbook. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability through June 30 of the current year

C. Benefits During Leave:

1. Length of service and other benefits shall not accrue during leave taken under this policy.
2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

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

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

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed 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.

E. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.

13.02 Child Rearing Leave

A. Interaction with FMLA. Employees requiring child rearing leave should also refer to Section 2.05 and Appendix A of this Handbook for information regarding leave under state and federal Family and Medical Leave laws. Any leave taken under any District leave policies shall run concurrently with any leave taken under state and federal Family and Medical Leave laws. Any portion of the child rearing leave taken under state or federal Family and Medical Leave laws shall be provided subject to all state and federal law requirements.

B. Application Procedures. The employee shall make written application for an unpaid child rearing leave to the District Administrator at least thirty (30) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the teacher is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing

leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion.

- C. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited to twelve (12) weeks. Shorter leave and/or an early return from the leave shall only be upon the mutual agreement of the employee and the Board.
- D. Benefits during the unpaid child rearing leave:
 - 1. The child rearing leave is an unpaid leave.
 - 2. During the unpaid child rearing leave, the employee may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the teacher's insurance coverage shall be terminated.
 - 3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
- E. Return from the Unpaid Child Rearing Leave: The employee shall maintain communication with the District Administrator or his/her designee of the employee's intent to return to work at least thirty (30) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or layoff, whichever is applicable.

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

- A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year
- B. Benefits During Leave:
 - 1. Length of service and other benefits shall not accrue during such leave.
 - 2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
 - 3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
- E. Placement upon Return from Leave: The employee shall maintain communication with the District Administrator or his/her designee of the employee's intent to return to work at least thirty (30) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be

returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

SECTION 14. BENEFITS APPLICABLE TO ALL EMPLOYEES

14.01 Cafeteria Plan/Flexible Spending Account

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

- A. Payment of insurance premium amounts (IRC § 106);
- B. Permitted medical expenses not covered by the insurance plan (IRC § 105) to a maximum of five thousand (\$5,000) per plan year, September 1 through August 31 of each year.
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

Note: Pursuant to the Federal Health Care Reform Act the maximum amount allowable limit under this plan is \$2,500.00 beginning September 1, 2012.

Effective September 1, 2012: An employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of two thousand five hundred dollars (\$2,500) of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year.

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

14.02 Dental Insurance

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

14.03 Health Insurance

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

14.04 Liability Insurance

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

14.05 Life Insurance

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

14.06 Long-Term Disability

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

14.07 Wisconsin Retirement System (WRS) Contributions

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

14.08 COBRA Law Continuation of District Health Plan Participation

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health, dental and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end. Employees who have any questions about continuation of Health Plan participation should speak to the District Bookkeeper.

SECTION 15. WORK STOPPAGE

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

**PART II - STAFF WITH INDIVIDUAL CONTRACTS
UNDER 118.22 WIS. STATS AND
PROFESSIONAL/EXEMPT NON-SUPERVISORY
EMPLOYEE**



PART II

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Nonrenewal

Teachers employed in the District are subject to nonrenewal as prescribed in Sec. 118.22, Wis. Stats. Section 118.22 Wis. State Stats dictates the nonrenewal date as on or before May 15. Nonrenewal decisions are reviewable under the standards and procedures set out in the District's Grievance Procedure, which is included in Appendix A of this *Handbook*.

1.02 Discipline and Termination

A teacher may be disciplined or terminated during the term of an individual contract for "cause". Discipline or termination decisions are reviewable under the standards and procedures set out in the District's Grievance Procedure, which is included in Appendix A of this *Handbook*.

1.03 Representation

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the District shall advise the employee of his or her right to representation prior to the meeting. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until appropriate representation may be obtained. If no Association representative is available, the employee may elect to proceed with the meeting without an Association representative, or may elect to waive his or her opportunity to meet, in which case the District may make its decision without conducting an employee meeting. Nothing in this provision prevents the District from removing an employee from the work place if immediate action is required.

1.04 Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material or correspondence is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material.

SECTION 2. PROFESSIONAL HOURS/WORKDAY

2.01 Normal Hours of Work

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

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours during which full-time employees are expected to be at school are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. The actual workday for each building shall be established by the Board.

2.02 Administratively Called Meetings

Staff Meetings: Teachers are required to attend all mandatory administratively called staff meetings. Administratively called meetings may begin thirty (30) minutes before the normal workday begins or go thirty (30) minutes later than the end of the normal workday. The number of staff meetings shall be established by the Administration. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Other Administratively Called Meetings: The notification and duration provisions of section 2.02, subsection A above do not include nor shall they apply to meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher conferences, department meetings or activities of similar nature, which are normally conducted at other times. Teachers are required to attend such events regardless of the date, time or duration of said meetings.

Teachers who are required to attend such other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

2.03 Attendance at School Events

Teachers are required to attend all mandatory administratively required school events (for example, but not limited to, open house, parent – teacher conferences, Individual Education Meetings). These events, though not limited by enumeration, may be an open house, music program, art show and/or other District or building events that occur after the normal workday. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the Principal and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the open house.

2.04 Consultation with Parents

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation may be in the form of phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences.

2.05 Emergency School Closures

In the event the District is closed or an individual building(s) is closed, full or partial day closures may be made up at the discretion of the District. The District shall, at a minimum make up all days/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (days and hours) of the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils. On CMP days where there is inclement weather and it is necessary to cancel the start of the school, staff may be asked to report to work. If school is cancelled for state champion tournament games, staff is not required to report to school that day. The board may or may not require the time to be made up.

2.06 School Calendar

The school calendar shall be determined by the Board. The calendar shall consist of 186 days. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board.

SECTION 3. PROFESSIONAL GROWTH

3.01 Requirement to Remain Current

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

3.02 Professional Reimbursement Program

Teachers will be allowed to accumulate in-service time during each year by attending programs, workshops, university level classes, and in-services after regular school hours and on non-contracted days. When the accumulated time reaches eight (8) hours or the equivalent of a workday it may be used in lieu of a scheduled district in-service day specified by the Administration.

Teachers must obtain written approval for self-selected in-service time from the building principals. University level classes must be approved by the District Administrator. Attendance at any out of district in-service must be verified. Acceptable in-services are generally described as those which extend a teacher’s knowledge of classroom instructional content or techniques, or that address state mandated or state encouraged directives or concerns. In-services of a different nature may be used toward this provision when mutually agreed upon by the building principal and teacher.

Teachers who present in-service programs will be granted at least an additional hour for every session presented. Flex in-service must be submitted and fully approved on or before February 1. Staff members will fulfill the eight (8) hours of flex time prior to being paid additional staff development monies. Staff members who do not complete the eight (8) hours will be docked pay in half day increments appropriate to the number of in-service hours not completed. Administrators will not provide in-service on the designated in-service date.

3.03 Attendance at Workshops and Meetings

Teachers attending meetings and workshops, etc. at the approval of the Administration and/or Board may be reimbursed in whole or in part to cover travel, lodging, meals, and registration.

3.04 Visitations

Visiting days may be granted to teachers without loss of pay for specific use on professional visitation. Expenses may be paid in whole or in part upon approval of the Administration and/or Board.

SECTION 4. Teacher Supervision and Evaluation

4.01 General Provisions

The Board and teachers view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members. Definitions under this section:

- A. “Day” and “Days”: The words “day” and “days” in this article mean working school days, excluding holidays, weekends, etc.
- B. “Continuing Teacher”: A continuing teacher is a teacher who has taught more than three (3) years in the District under a full-time or part-time regular teaching contract.
- C. New to the System Teacher: A new to the system teacher is a teacher who has taught less than three (3) years in the District under a full-time or part-time regular teaching contract.

4.02 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a certified building principal, assistant principal, district administrator, or assistant district administrator. The administrator may be a District employee or a non-District employee who is a certified administrator. Prior to the first student contact day, the District will provide the employees with their placement within the supervision and evaluation rotation cycle. The District may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.

4.03 Evaluation Process – Conditions for All Employees

- A. Basic Requirements
 - 1. A new employee shall be formally evaluated at least two (2) time(s) during the first year of employment. The first evaluation shall consist of a pre-conference, observation and post-conference. The first two evaluations must be completed prior to February 1.
 - 2. A continuing employee shall be formally evaluated at the discretion of the District, but no less frequently than every third school year.
 - 3. All required observations must be completed by May 1st.
 - 4. All formal observations will be followed by a conference with the administrator. This conference will take place within **ten (10) working** days of the actual observation.
 - 5. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.

B. Acknowledgement of Receipt and Response: The teacher will acknowledge receipt of all documents related to supervision and evaluation by signing and dating the document within ten (10) school days. The teacher shall have the right to attach a report with any remarks concerning the document(s). Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument to be placed in the personnel file. A teacher may attach a response to any document related to this process after the teacher's receipt of the evaluation document(s) listed above. The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument:

"The signatures do not indicate agreement or disagreement but merely certify that the observation and conference as noted were held and that the opportunity was available for attaching written clarification/objections at the time of signing."

The response must be initialed by the supervisor.

C. Copy of Evaluation Procedures: A copy of the evaluation forms is included in the *Handbook* in Appendix E.

D. Intensive Support: Intensive support is the supervision and evaluation procedure applied to continuing teachers whose performance has not met expectations as of the most recent summative evaluation conference. Intensive support is designed to improve the overall performance of a veteran teacher whose overall performance has not met expectations. Continuing teachers whose overall performance has not met expectations may, at the discretion of the District, receive intensive support or may be non-renewed pursuant to § 118.22, Wis. Stats. If in the District's discretion intensive support is offered, the process shall be as follows:

1. Goal of Intensive Support: The goal of intensive support is for the teacher to meet expectations. The intensive support plan will be designed to meet the specific needs of the teacher and the performance expectations of the District.
2. Content of Intensive Support: It may include a description of the teacher's deficiencies, a description of appropriate performance, a goal setting plan to help the teacher develop required skills, a schedule of supervisory activities including at least one evaluation, and a target date by which time the teacher will perform satisfactorily. The plan is not limited to, but might include, the following interventions: any means of staff development defined in the District staff development plan, observations and/or support by experts outside the District, and/or peer coaching or mentoring.

E. Supervision and Evaluation of New-to-the-System Teachers: New-to-the-system teachers shall be subject to the provisions of this subsection for three (3) complete contract years. A new-to-the-system teacher under this paragraph is a teacher who has taught less than three (3) years under a full-time or part-time regular teaching contract in the District.

1. Professional Development: New-to-the-system teachers may be required to spend up to the hourly equivalent of one (1) work day, some prior to the beginning of school, without additional compensation preparing professional and curriculum materials and lesson plans (in addition to being oriented to the District, evaluation practices and general expectations for their assignments.) The one (1) day shall be planned jointly by the mentor and administrators. The teachers shall be appointed by the District Administrator.
2. Frequency of Evaluation: New-to-the-system teachers shall be formally observed by the supervisor at least once each year. The assigned supervisor will also conduct at least one classroom anecdotal per semester with new-to-the-system teachers.
3. New-to-the-system teachers will complete a goal setting plan each year. New to the system teachers who are initial educators covered under Wisconsin Code PI 34 are subject to the provisions set forth below in section F.

- F. Initial Educator Professional Development Plan: The individual teacher who holds an Initial Educator License is responsible for developing a Professional Development Plan (PDP). The PDP must demonstrate increased proficiency and professional development based on the Wisconsin Educator Standards. The Initial Educator is also responsible for initiating an annual review of the PDP by the Initial Educator's Review Team (IERT) that is convened by the Initial Educator.
1. Mentor for Initial Educator and a teacher new to the District (who holds a current Wisconsin teaching license)
 - a. An initial educator will be provided a qualified mentor by the District. Any continuing teacher interested in being considered for serving as a mentor must submit a letter indicating interest by April 1 of each year. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contract other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.
 - b. If a continuing teacher is selected as a mentor, he/she shall be paid a stipend of Four Hundred (\$400.00) for the period served as a mentor (from August of the first year through October of the subsequent year) for an initial educator. Mentoring responsibilities and activities will be designed in collaboration with the teacher, mentor and administration.

SECTION 5. Teacher Assignments, Vacancies and Transfers

5.01 Teacher Assignments, Vacancies and Transfers

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee. In so far as possible, consideration shall be given these requests.
- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position may be posted on the District's and Wisconsin Employment websites for a minimum of five (5) days. The notice will include the date of posting, the job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.
- D. Process for Filling Vacancies: An employee who applies for a vacant position prior to the end of the posting period, and meets the qualifications for the position, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position. The term applicant refers to both internal candidates and external candidates for the position.
- E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary, the District will first provide a conference with the affected teacher, followed by a written notice from the District Administrator and/or his/her designee which will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer.

5.02 Employee Resignations

- A. The teacher's individual contract shall be considered binding by both parties. A resignation will be effective when the board of education approves such resignation. If for any reason a teacher asks for release from the contract, it is understood that the District may seek damages for breach of the contract. The following steps should be followed by any teacher asking to be released from his or her contract:
1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
 2. The District may agree to accept the following amounts as an alternative to seeking actual damages for breach of contract:
 - a. Three hundred dollars (\$300.00) if the employee's resignation is effective the date of signature of contract or before July 1st.
 - b. Five hundred dollars (\$500.00) if the employee's resignation is effective on or after July 1st, but before August 1st.
 - c. Nine Hundred dollars (\$900.00) if the employee's resignation is effective on or after August 1st, but before the start of the school year.
 - d. One thousand dollars (\$1,000.00) if the employee's resignation is effective on or after the start of the school year.
- B. Any employee involuntarily called into service by the United States government for military duty will not be expected to pay any damages for breach of contract.

5.03 Teacher Absence and Substitutes

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call the principal or designee. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 a.m. This will help to provide time for obtaining a substitute teacher.

5.04 Summer School Assignments

When possible, summer school subjects will be made known on or before June 1st. All current teachers in the District may apply for summer school positions in the same manner as non-District teachers. Employees teaching summer classes shall be given a summer school session contract in accordance with § 118.21, Wis. Stats.

5.05 Extended Contracts

Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated for said days at one hundred and eighty (\$180.00) dollars. Days may be scheduled in full or half day increments. A day is defined as eight (8) hours with a thirty (30) minute duty free lunch break.

SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS

6.01 Reasons for Reduction in Force

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

6.02 Notice of Reduction

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal, the right to a private conference under § 118.22, Wis. Stats and will refer the employee to the Reduction in Force provision in this *Handbook*.

6.03 Selection for Reduction

A. Criteria (to be considered by the District in its discretion)

1. District Service: This is measured by counting the number of school semesters taught in the District on a continuous basis and under a regular contract. A teacher receives a semester credit for each full semester they teach. Interruptions of District service by District approved leaves or layoffs will not be considered to break the chain of semester service in the District. Voluntary separation by legal resignation will be considered as severance of service and loss of accumulated seniority. If a teacher voluntarily severs service and then at a later date is rehired, his/her newly earned seniority will begin the semester he/she starts teaching.
2. Certification: Teacher certification and/or teacher certifiability will be based on the documentation on file with the District or that which can be provided/obtained by the teacher.
3. Educational needs of the District: Educational needs of the District will be those needs (i.e. curricular needs, program needs, educational needs at various grade levels) as identified and determined by the Board through the administrative process in accord with its constituted authority in order to meet state mandates.
4. Teacher relevant teaching experience: Teacher relevant experiences will be those qualifications and experiences that best relate to the position(s) to be filled and District needs as determined by the Board.

B. The District will cooperate with the Employees in compiling a seniority list to be circulated by the Association on an annual basis on or before October 1 of each year. Final determination of seniority will be made on the basis of a review of the most conclusive evidence of seniority at the time of the layoff notice. This point is made here to preclude argumentation based on a published list which may inadvertently be in error.

1. Elementary and Middle School (K-8) - Teachers from all buildings may be considered, not just the building in which the nonrenewal is necessary.
2. Senior High (9-12) - Teachers will be considered for nonrenewal from within the department (see definition 3, below) in which the nonrenewal is deemed necessary. All teachers who teach two or more periods within that department will be considered for nonrenewal.
3. Departments: The term "department" shall mean the subject area in which the teacher taught during the current school year. Examples of departments are Math, English, History, Science, etc. The Board shall in its discretion determine the number and type of departments.

6.04 Reduction in Hours Resulting in Nonrenewal

Employees who are non-renewed and such nonrenewal results in a reduction in hours shall not lose any benefits they have accrued. Benefits are defined as length of service and sick leave earned as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*.

6.05 Reemployment Process

The reemployment process is solely available to employees non-renewed underneath this section. It does not apply to employees non-renewed based upon performance as set forth in Part II, Section 1.

- ### A. Reemployment Period: Employees non-renewed under this section shall retain the reemployment options set forth herein for a period of twelve (12) months after the employee's last day of work with the District. Laid-off employees shall also retain the option to be recalled for a period of 12-24 months if they meet the following criteria:
- 1) Have current licensure
 - 2) Are certified in the area of need
 - 3) Continued their educational knowledge of current best practices

- B. **Reemployment Obligations – Employee:** All employees non-renewed under this section shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employees on the reemployment list may apply for the vacant position according to the terms of this *Handbook*. The District will post vacancies in accordance with the terms of this *Handbook*.

6.06 Termination of Reemployment Opportunities

Reemployment opportunities shall end should an employee refuse reemployment to a position under Part II of this *Handbook*, except as provided below. Casual or substitute work with the District during the reemployment period shall not extend the reemployment period. Employees on the reemployment list may refuse reemployment to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of the ability to apply to the next available position for which the employee is qualified. Employees on reemployment list shall not lose the ability to apply for an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.

6.07 Insurance Benefits Following Nonrenewal

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

6.08 Accrued Benefits during Reemployment Period

Non-renewed employees shall suffer no loss of sick leave, or other accrued benefits when rehired. Sick leave days shall not accrue for an employee during the period the employee is not working.

6.09 In-Service and Other Training

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

SECTION 7. PROFESSIONAL COMPENSATION

7.01 Curriculum Planning Projects and Other Projects within the Scope of Employment

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract, the employee shall be paid at the rate of twenty (\$20.00) dollars per hour. The length of time and maximum number of hours for completion of the project shall be determined by the employee's immediate supervisor, in his/her sole discretion. The compensation above will be paid when the project has been completed and approved by the applicable administrator. Other projects within the employee's scope of employment that are approved by the District Administrator (or designee) shall be paid at the curriculum projects rate.

7.02 Teaching Load

The Board through the judgment of the Administration will endeavor to distribute the workload relatively equally over the school year among qualified teachers.

SECTION 8. INSURANCES

8.01 Dental Insurance

For full time employees covered by Part II of the *Handbook*, the District will pay 90% of the total Family Plan premium and 95% of the total Single Plan premium. For part time employees under Part II of the *Handbook*, the District shall pay a pro rata share of the 90% or 95%, based upon the employee's FTE. Employees shall contribute their share of the premium by payroll deduction.

If a teacher terminates his/her employment, insurance coverage will terminate on the last day of the month in which the teacher was actively engaged in District business. If the teacher desires, he/she may remain in the insurance group for a period not to exceed 18 months by reimbursing the Board the premium costs, pursuant to COBRA. In those instances where married couples are employed by the District, each person will be provided single coverage should this procedure be acceptable to the insurer and the insured.

8.02 Health Insurance

For full time employees covered by Part II of the *Handbook*, the District will pay 88% of the total premium of the qualified plan for Lafayette County. For part time employees under Part II of the *Handbook*, the District shall pay a pro rata share of the 88%, based upon the employee's FTE. Employees shall contribute their share of the premium by payroll deduction.

If an employee terminates his/her employment, insurances coverage will terminate on the last day of the month in which the teacher was actively engaged in District business. Their contract will be paid out in full at the next pay period. If the teacher desires, he/she may remain in the insurance group for a period not to exceed 18 months by reimbursing the Board the premium costs, pursuant to COBRA. In those instances where married couples are employed by the District, each person will be provided single coverage should this procedure be acceptable to the insurer and the insured.

8.03 Liability Insurance

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

8.04 Life Insurance

The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligible employees may take group life insurance. Employees pay basic, supplemental, additional and spouse/dependent premiums. The employer pays an additional twenty (20) percent of the basic premium as required.

8.05 Long-term Disability

The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. The Board will pay one hundred (100) percent of the premiums.

SECTION 9. DEFINED POST-EMPLOYMENT BENEFIT

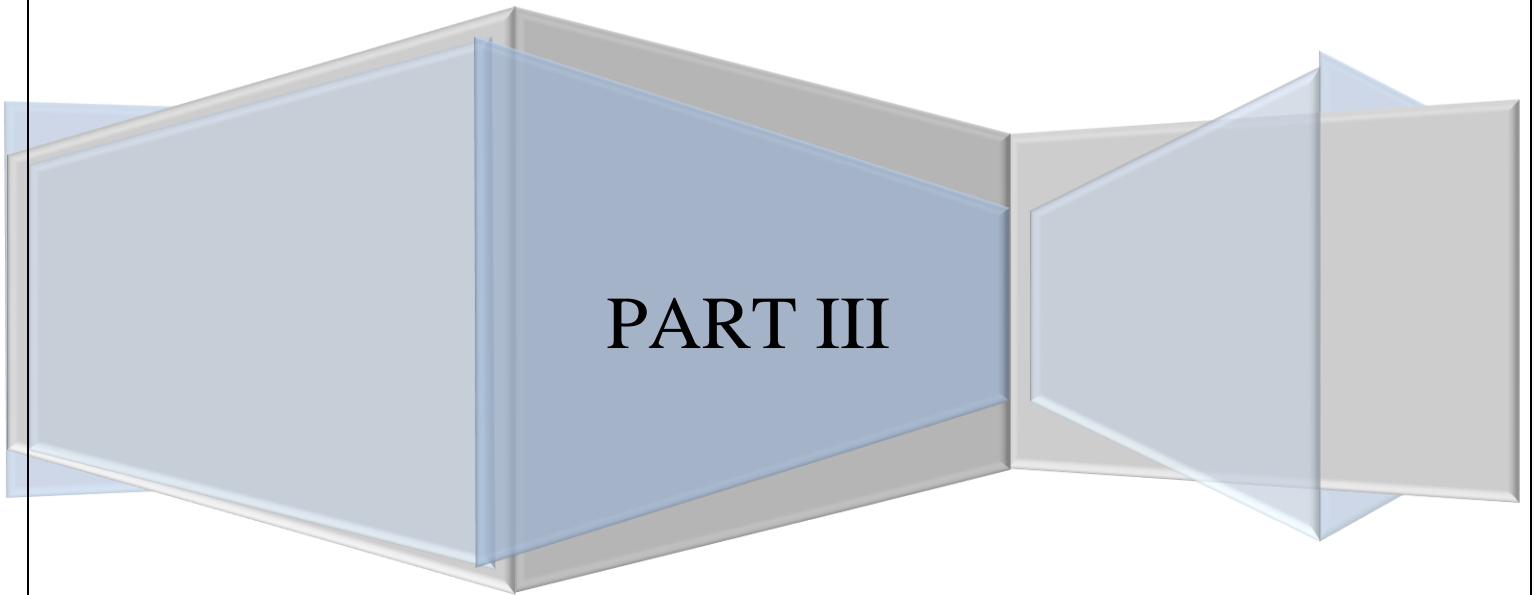
9.01 Accumulated Sick Leave

Upon retirement, with at least twenty-two (22) years of service to the Darlington Community School District, teachers will be paid thirty (30) dollars per day for each unused sick day accumulated to the maximum of 110. Part-Time staff will be paid their unused sick time based on the percentage of their employment.

9.02 Health Insurance

Up to three teachers are eligible to receive the retirement health insurance benefit per school year. Teachers must be at least 55 years old and have 22 years of service to the district to receive 3 years (or until age 65) of health insurance benefit at 88% of the average of qualified plans for Lafayette County. Order of top three retirees will be decided by seniority, if submitted by April 1; after April 1, requests will be considered, but not guaranteed.

**PART III – NON-EXEMPT STAFF WITHOUT
INDIVIDUAL CONTRACTS UNDER § 118.22, WIS.
STATS.**



SECTION 1. DISCIPLINE AND DISCHARGE

1.01 Discipline and Discharge

Employees who serve as support staff and whose performance is deemed unsatisfactory may be discharged by the administration at any time. The Board or Administration, in their discretion, may elect to pursue other remedial options including but not limited to the establishment of performance plans, demotion, salary or wage reduction or attendance at conferences or programs intended to assist the employee in the performance of his or her responsibilities. Discipline and discharge decisions are subject to the District's Grievance Procedure, which is included in Appendix C of this *Handbook*.

1.02 Representation

In the event any employee is called to a meeting with representatives of the Employer for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances that may lead to discipline or discharge, the Employer shall advise the employee of his or her right to Association representation prior to the meeting. In the event the employee chooses to have Association representation, the meeting shall be delayed until appropriate Association representation may be obtained. If no Association representative is available, the employee may elect to proceed with the meeting without an Association representative, or may elect to waive his or her opportunity to meet, in which case the District may make its decision without conducting an employee meeting. Nothing in this provision prevents the District from removing an employee from the work place if immediate action is required.

1.03 Disciplinary Materials

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

SECTION 2. HOURS OF WORK AND WORK SCHEDULE

2.01 Letter of Appointment

Each employee shall be issued an annual letter of appointment that shall be consistent with, but subservient to, this *Handbook* and board policy, before the last student contact day of the school year. The letter of appointment shall identify the employee, the date of hire, the position(s) that the employee is employed for, the length of the work year, the length of the work day, the tentative starting and ending times of the work day, and the pay rate for the position. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.

A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full layoff. In the case of a change of assignment the employee shall be provided with at least *three (3)* calendar days' notice of the change of assignment, if practicable, as determined by the administration.

2.02 Regular Workday and Starting and Ending Times

A regular full-time workday is eight (8) hours, excluding lunch time. Because of different schedule requirements, employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours, break periods, and lunch periods.

2.03 Regular Work Week

A regular work week is forty (40) hours or less. The regular work week is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not be construed as a guarantee or limitation on the number of hours per day or hours in a work week which may be scheduled or required by the District.

2.04 Part-time Employees

A regular schedule of hours shall be prepared for part-time employees. Such schedule shall be made known to the affected employees.

2.05 Additional Hours and Overtime - Approval and Assignment

- A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property. Employees that work unapproved overtime are subject to discipline.
- B. Assignment: Non-emergency scheduled overtime assignments will be filled using volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District may assign the work on a rotating basis within the applicable job classification. Emergency overtime assignments shall be assigned at the discretion of the District.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. "Time worked over forty (40) hours per week" does not include sick, vacation, holiday, or personal leave hours paid. The reason for overtime must be indicated on the back of the employee's time card. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

2.06 Compensatory Time Off

In lieu of overtime pay, employees may, at their option, choose to receive compensatory time off. Compensatory time off may be taken by mutual agreement between the employer and the employee. One and one-half (1.5) hours of compensatory time off will be granted for each one (1) hour of work above forty (40) hours per week. Time over forty (40) hours per week does not include sick, vacation, holiday or personal leave hours paid.

- A. An agreement must be reached between the employer and the employee in order for compensatory time off to be utilized. 29 C.F.R. 553.23. This agreement may be done through an employee-employer agreement negotiated with the individual employee.
- B. The agreement must be reached and accepted before the employee performs the work compensable as overtime. A record of the agreement must be kept. Written agreement is preferable. Agreement must provide for overtime hours to be compensated at a rate of not less than time and one-half for each overtime hour worked.
- C. The employee may accumulate up to sixteen (16) hours of compensatory time off. Any overtime exceeding sixteen (16)] hours must be paid in cash. The employer, in its sole discretion, may pay cash in lieu of accrued compensatory time off at any time. Any unused compensatory time off will be paid out on the last paycheck in June in the fiscal year in which the time was earned.
- D. The District may require that compensatory time off be exhausted before vacation is taken, even if this will result in accrued vacation being forfeited by the employee.
- E. The District may in its discretion deny a request to use compensatory time off if the employee's absence on the day requested would cause an undue disruption to the District's operations (*e.g.*, another member of the department or grade level has already requested leave on that day; the district has a special event scheduled such as an open house or parent teacher conferences; the district is unable to find a substitute employee and would be left short-staffed, etc.).
- F. If the District denies a request to use compensatory time off, it may either substitute the leave with cash compensation, or notify the employee of a suitable time in which he or she may use his or her earned

compensatory time within a reasonable period of time of the original request (e.g., within two weeks of the request).

2.07 Lunch Period

All employees who work six (6) hours or more per day will be entitled to an unpaid half-hour lunch period, which shall be duty free.

2.08 Breaks

Employees scheduled to work at least four (4) hours per work day shall receive one (1) fifteen (15) minute paid break. Employees scheduled to work at least eight (8) hours per work day shall receive two (2) fifteen (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor.

Hours Worked	Break(s) and Lunch Period Scheduling
0 to 3.99 hours	0 minutes
At least 3.5 to 5.99 hours	15 minute paid break
At least 6.0 to 7.99 hours	15 minute paid break and 30 minute unpaid duty-free lunch
At least 8.0 or more hours	(2) 15 minute paid breaks and 30 minute unpaid duty-free lunch

2.09 Emergency School Closings

- A. All custodians and secretaries are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible.
- B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency shall not be paid for that day. If the day is not rescheduled, the employee may elect one of the options listed in Sections 2.05 and 2.06. Employees shall be required to make days up in the event that the District schedules make-up days.
- C. If employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked on such day.
- D. If employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked on such day. Those employees may elect one of the options in Section 2.05 and 2.06 for time lost due to the partial school closing.

2.10 Shift Pay Differential

- A. Second Shift: Employees who work and are assigned to a regular second shift shall receive ten (**10¢**) cents per hour added to their regular rate of pay. Second shift is defined as a shift that starts at **4:00 PM**.
- B. Employees who are temporarily shifted from their regular night shift to days during winter and spring recess shall not receive their normal shift premium as provided herein during such period of time.

2.11 Attendance at Meetings

Employees required to attend meetings called or scheduled by the Employer shall be paid for all hours spent in attendance at such meetings.

SECTION 3. REDUCTION IN FORCE, POSITIONS & HOURS

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

3.01 Layoff Notice

The District will attempt to give at least twenty (20) calendar days notice of layoff. The layoff notice shall specify the effective date of layoff, that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address, and it will refer the employee to the Reduction in Force provision in this *Handbook*.

3.02 Selection for Reduction – Steps

In the implementation of staff reductions under this section, the District will consider the following:

- A. Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing layoffs.
- B. Volunteers: The District will ask for volunteers. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the job category are qualified to perform the remaining work. Requests for volunteers will be sent to employees within each job category. An employee who volunteers to be laid off will put his/her request in writing. The District will provide the volunteer(s) with a layoff notice. Volunteers will be provided with all procedures under this section of the *Handbook*.
- C. Selection For Reduction/Layoff: The District shall select the employee in the affected job category for layoff or reduction in hours.
 1. Job categories for the purpose of this section shall be defined as:

a. Custodian	b. Cleaner
c. Clerical	d. Title 1 Assistant
e. Cook	f. Server
g. Regular Teacher Assistant	
h. Special Education Instructional Assistants	
 2. The District will consider the following criteria for determining the employee for layoff or reduction in hours:
 - a. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
 - b. Qualifications as established by the Board: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.
 - c. Qualifications of the Remaining Employees in the affected job category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
 - d. Length of Service of the Employee.
 - 1) Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
 - 2) Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.

3) Length of Service List: The District will annually produce a length of service list.

3.03 Reduction in Hours

Employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined as length of service, sick leave, and vacation earned as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*.

3.04 Recall/Rehire Process Period

Laid-off employees shall retain the option to be recalled for a period of twelve (12) months either after the employee's last day of work with the District or from the time the employee received the notification of layoff, whichever is later.

3.05 Recall Procedure

All laid off employees shall have their names placed on a recall list. In the event a vacancy occurs or a new position is created while employees are on layoff, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employees on recall may apply for the vacant position according to the terms of this *Handbook*. The District will post vacancies in accordance with the terms of this *Handbook*.

3.06 Termination of Recall Options

Recall options shall end should an employee refuse recall to a position in the job category, except as provided below. Casual or substitute work with the District during the recall period shall not extend the recall period. Employees on layoff status may refuse recall to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of options to the next available position for which the employee is qualified. Employees on layoff status shall not lose recall options to an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.

3.07 Insurance Benefits during Layoff

Employees who are laid off have certain rights regarding continuation of Health Insurance Plan participation. Please see Part I, Section 14.09, COBRA.

3.08 Accrued Benefits during Layoff

Laid-off employees shall suffer no loss of sick leave, vacation or other accrued benefits when rehired. Sick leave days, vacation, and length of service time shall not accrue while an employee is on full layoff status.

3.09 Other Employment during Layoff

No employee on full or partial layoff shall be precluded from securing other employment while on layoff status.

SECTION 4. ASSIGNMENTS, VACANCIES AND TRANSFERS

4.01 Job Posting

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of five (5) working days, unless exigent circumstances as determined by the District require a shorter posting period. Vacancies will be posted on the District's website and Offices. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the tentative work hours of the position, the rate of pay for the position, and the qualifications required for the position.

4.02 Interviews

An employee who applies for a vacant position prior to the end of the posting period, and who meets the qualifications for the position, may be granted an interview for the position.

4.03 District Ability to Select the Most Qualified Applicant

The District retains the right to select the most qualified applicant for any position. The term applicant refers to both internal candidates and external candidates for the position.

4.04 Involuntary Transfers

When the District determines that an involuntary transfer of an employee is necessary, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator which will include the reasons for the transfer.

SECTION 5. PAID VACATION

5.01 Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time Employees

Paid Vacation will be provided to Calendar Year Full-time employees according to the following schedule:

Number of Years Worked	Vacation Days Earned
After one (1) year of service	5 days
After two (2-10) years of service	10 days
After eleven(11-17) years of service	15 days
After eighteen (18) years of service	20 days

A day shall be noted as eight hours earned. Employees working ten hour days may elect to take ten hours of vacation time when scheduled in a ten hour day.

5.02 Scheduling of Vacation

Vacation time may be taken in full blocks, or in shorter blocks not less than one-half day as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days notice may be approved by the District Administrator and/or his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period, but the District Administrator and/or his/her designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives. All vacations shall be taken during the school vacation months except by special arrangement with the immediate supervisor or his/her designee. Vacation is accrued on July 1 of the school year. Employees are encouraged to use their vacation annually although may carry five (5) vacation days from the previous calendar year to August 20 of the succeeding year.

5.03 Payment upon Termination/Transfer to a Position Not Eligible for Vacation

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her accumulation, as well as a pro-rated amount of the vacation that the employee would have received upon his or her next anniversary, provided the employee provides at least ten days notice of any voluntary termination. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee's termination and will be remitted on the final paycheck.

5.04 Holidays during Vacation

Should a paid holiday fall during an employee's vacation period the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

SECTION 6. HOLIDAYS

6.01 Holidays Defined

A paid holiday is a day off with pay for the number of hours the employee normally works. Paid holidays will be provided to full-time and part-time employees according to the following schedule:

A. Employees working a full calendar year (260 work days and thirty-seven and a half hours per week)

January 1	Thanksgiving Day
Memorial Day (Federal)	Day after Thanksgiving Day
Good Friday	December 24
July 4	December 25
Labor Day	

B. Employees working during the school year

January 1	Memorial Day (Federal)
A half day on Good Friday	Thanksgiving Day
Labor Day	Day after Thanksgiving
December 25	

Holidays will be earned as an eight hour day. If an employee is working ten hour days during the week of the holiday, an employee may elect to use two (2) vacation hours to cover the ten hour day.

6.02 Holidays Falling on Weekends

If any of the holidays listed above, fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31st holiday and the preceding Friday shall be observed as the January 1st Holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday shall be declared the holiday unless the preceding Friday is a student contact day.

6.03 Holidays Falling on Student Contact Days

If any of the holidays listed in section 13.01, above, fall on a student contact day, the employees shall work their regular hours that day, and shall instead receive a paid holiday on a date determined by the Administration.

6.04 Eligibility for Holiday

In order to be eligible for holiday pay, an employee must work the employee's scheduled workdays immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by the District Administrator and/or his/her designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

SECTION 7. JOB RELATED TRAINING AND LICENSURE

7.01 In-Service Training

The district within its discretion may provide appropriate paid in service training to each employee.

SECTION 8. EMPLOYEE EVALUATIONS

8.01 Evaluation

The primary purpose of evaluation is to provide continuous improvement in the quality of service to the community/students/staff of the District.

8.02 Procedures and Instruments

The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

8.03 Frequency

The frequency of evaluations shall be annually.

8.04 Receipt of Evaluation

Each employee shall receive a copy of his or her evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same.

8.05 Comments, Disputes

The employee may respond in writing with his or her comments attached to the completed evaluation.

8.06 Evaluators

The Employer shall have the sole right to determine whether or not employees shall be evaluated and by which supervisory personnel. When a teacher works with an instructional assistant, the teacher may be requested to provide objective input for consideration by the administrator who is evaluating the instructional assistant.

SECTION 9. RESIGNATION FROM EMPLOYMENT

9.01 Termination of Employment

Employees are asked to provide notice of termination of employment as soon as possible, but at least ten (10) working days prior to the effective date of resignation. Any employee who fails to give at least ten days notice of termination shall not be entitled to payment of any accrued but unused vacation pay. If an employee has overused the holiday, sick or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from his or her last paycheck. The District's obligation to pay its share of the employee's insurance benefits will terminate at the end of the month in which the employee works his/her last day.

SECTION 10. INSURANCES

10.01 Health Insurance

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. The benefit for those eligible for health insurance will be prorated on the number of hours worked.

10.02 Life Insurance

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

10.03 Long-Term Disability

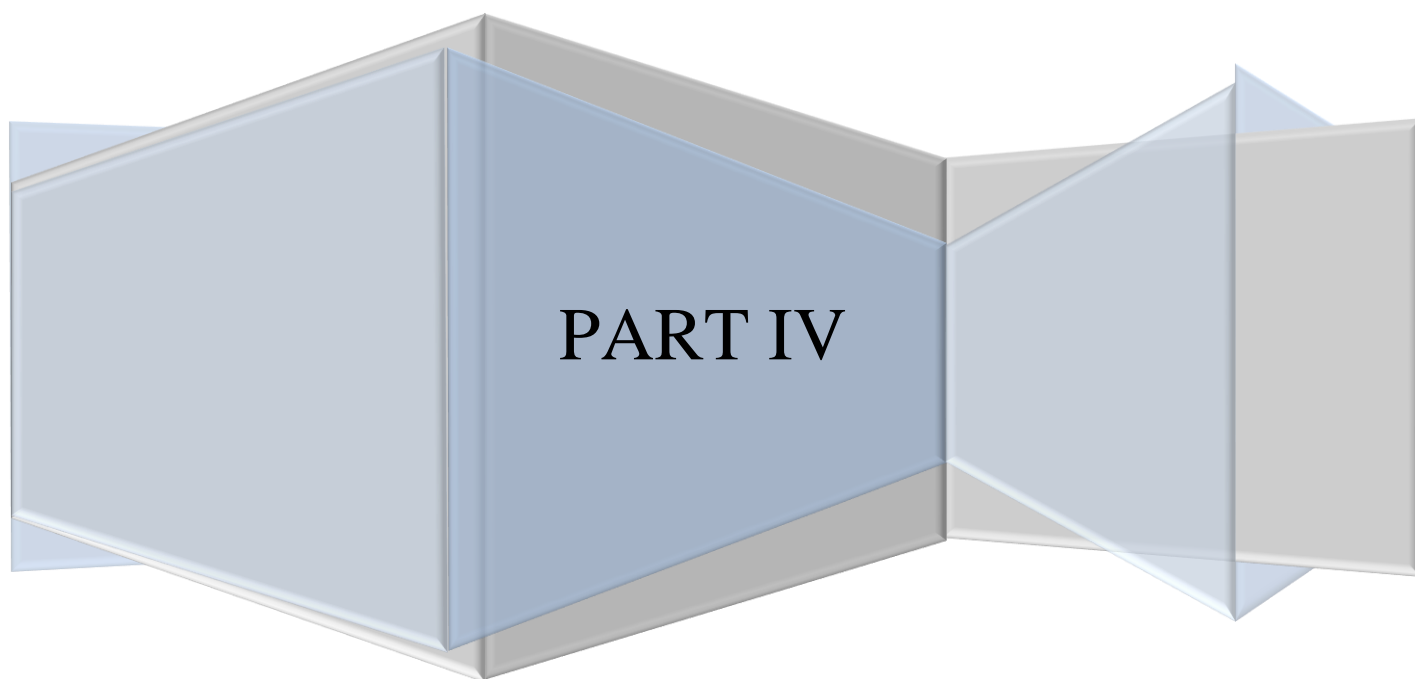
The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

SECTION 11. DEFINED POST EMPLOYMENT BENEFIT

11.01 Accumulated Sick Leave

Three support staff employees will be eligible for the following benefit in any one year: Support staff having ten (10) years of service to the district will receive thirty (\$30) dollars per day of accumulated sick days to a maximum of fifty-five (55) days. Support staff having fifteen (15) years of service to the district shall receive thirty-five (\$35) dollars per day of accumulated sick days to a maximum of eighty-five (85) days upon leaving employment for any reason other than termination. Part-Time staff will be paid their unused sick time based on the percentage of their employment.

PART IV – CO-CURRIULAR STAFF



SECTION 1. CO-CURRICULAR ASSIGNMENTS

1.01 Assignment

Employees shall assume responsibility for the supervision of the co-curricular activities that are included in their contracts or letters of assignment. Such activities shall be governed according to the following guidelines:

- A. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. However, under no circumstances shall a Board member work as a coach, assistant coach, advisor, or assistant advisor to a co-curricular activity.
- B. The stipend for co-curricular activities shall be specified in the contract or letter of assignment.
- C. The letter of assignment shall not be deemed a contract, and individuals holding co-curricular positions are at-will employees.

1.02 Payments

Payments for co-curricular activities shall be made in accordance with District payroll procedures.

1.03 Work Schedule

Co-curricular assignments may occasionally occur during part of an employee's regular workday in his/her other position(s) with the District (e.g., as a teacher). In such cases, the employee shall consult with the supervisor of his/her regular assignment to determine the appropriate course of action. In the supervisor's sole discretion, the employee may be (1) required to work a flexible schedule to make up time lost during his/her regular workday; (2) relieved from the requirement to make up the time lost; (3) required to re-schedule the extra-curricular activity; or (4) required to take any other action that the supervisor deems reasonable.

1.04 Evaluation of Co-Curricular Assignments

Individuals holding co-curricular assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate. When determining the manner and frequency of evaluations, the supervisor may take into account including but not limited to such factors as (1) the individual's experience with the particular activity; (2) input received from participants, parents, and other stakeholders; (3) the extent to which an individual needs additional guidance or oversight; and (4) any other consideration that a supervisor, in his/or reasonable discretion, deems appropriate.

1.05 Volunteers

Upon approval from the Board and the athletic director or principal, an individual may serve as a volunteer coach/advisor for a co-curricular activity. The following guidelines apply to volunteers:

- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They will be responsible for their own personal injuries(i.e., ineligible for worker's compensation);
- D. They must consent to a background check and agree to have a tuberculin skin (TB) test;
- E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- F. They accept direct and indirect supervision of the head coach; and,
- G. They may be dismissed at any time without cause.

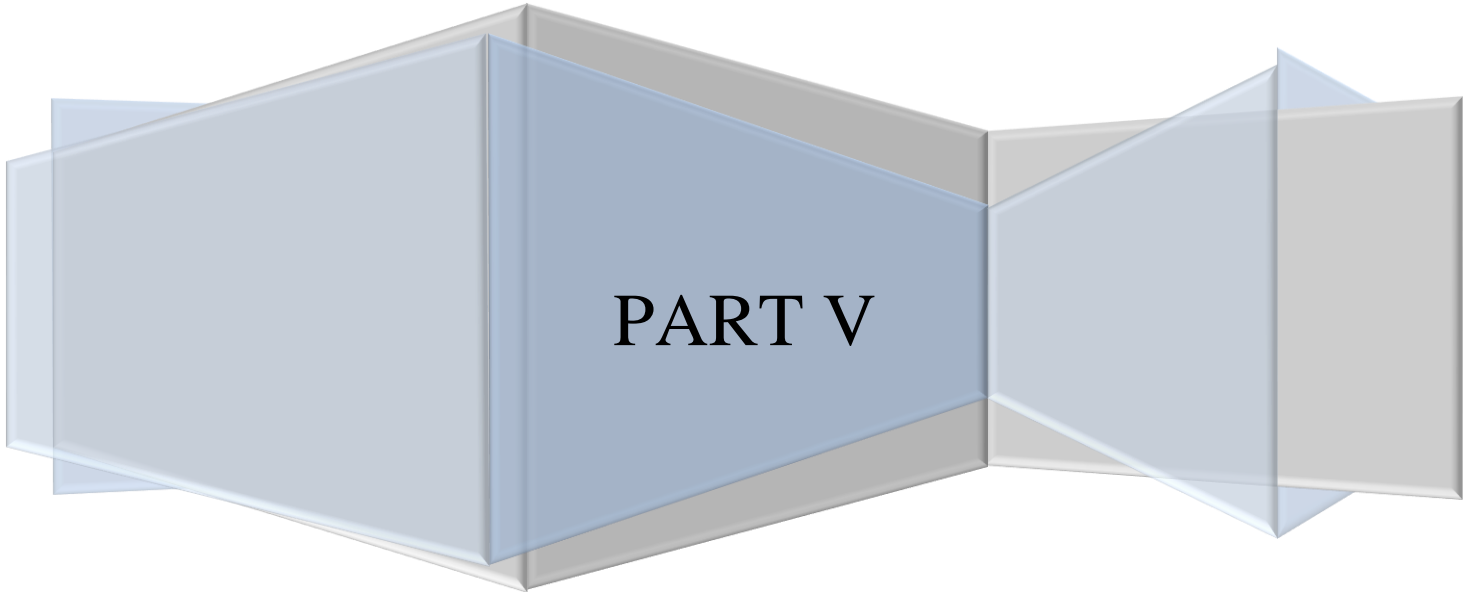
Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant.

1.06 Event Supervision

All staff members expected to assume extra non-teaching duties outside of regular school time shall be reimbursed seasonally for such duties at the rate of eight (\$8.00) dollars per hour.

The school district employees shall be given first opportunity to fill the event supervision.

PART V - SUBSTITUTE EMPLOYEES



SECTION 1. ALL SUBSTITUTE EMPLOYEES

1.01 Pre-Employment Requirements

All new substitute staff hires will have to meet all new staff requirements, including but not limited to, a physical examination (including a tuberculin test or chest x-ray), and a criminal background check.

SECTION 2. SUBSTITUTE TEACHERS

2.01 Licensure and/or Permit

All substitute teachers shall have the necessary license and/or permit required by state law to serve in the substitute teaching assignment.

2.02 Training and Evaluation

Suitable programs of training, orienting and evaluating the work of substitute teachers may be provided by the instructional staff and/or the District as appropriate.

2.03 Assignment and Professional Responsibilities

- A. Assignments: Substitutes shall be assigned at the discretion of the District.
- B. A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught will be made available to the substitute. School Board policies will be available to the substitute upon request.
- C. Professional Responsibilities:
The professional responsibilities and duties of substitutes shall be consistent with the regular teacher's responsibilities and duties for whom they are substituting. When a substitute is employed as a long-term substitute teacher, or is employed at the end of the semester, and is expected to close out school records, do report cards, and inventories, he/she may be given up to one day to complete these tasks if deemed necessary by the principal. The substitute will be compensated at the applicable substitute rate.
- D. Long-Term Substitute Assignment
 - 1. When a substitute is assigned for more than ten (10) consecutive days in the same position, then the long-term rates apply on the eleventh (11th) day and beyond. The substitute's hourly rate shall be computed based on the number of periods per day in a building (e.g. at elementary level – eight (8) hours).
 - 2. Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher.
- E. Substitute Teaching Day: substitute's teaching day shall be eight (8) hours, excluding the duty free lunch, when subbing for a full-time teacher who is absent for a whole day. If a teacher does not have a full schedule of classes the time will be prorated. A substitute's teaching day may be less than eight (8) hours if the substitute is replacing a teacher on a partial absence.

2.04 Compensation

- A. Daily Rate: Substitute teachers shall receive compensation for services rendered as provided in Board Policy. Part-time substitute teachers shall be paid on a prorated basis based off of the full daily rates. The substitutes' hourly rate shall be computed based on the number of periods per day in a building. (At the elementary level - 8 hours.) The daily rate is one hundred twenty-five dollars (\$125.00) per day.

B. Homebound or Alternative Site Instruction

1. Substitute teachers who are contracted to provide homebound or alternative site instruction to a student of this school district, shall be compensated at the rate of one hundred dollars (\$100.00) per day.
2. Substitute teachers will be paid mileage from the student's school to the student's location and back pursuant to the terms of the *Handbook*.

2.05 Dismissal/Removal from Substitute List

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

2.06 Miscellaneous Provisions

- A. In-Service: Each per diem substitute may be required to participate in new teacher orientation or teacher in-service day programs in the schools. Per diem substitutes shall be paid at their applicable rate for in-service participation if the employer requires them to attend. Long-term substitutes will be required to attend in-service days and will receive their long-term rate. The principal may, in his/her discretion, determine and notify the long-term substitute that he/she is not required to attend an in-service day(s) and will not be paid for that day. Substitute teachers may participate in after school/summer in-services at no cost, provided teachers members and/or administrators are able to attend without cost. Substitute teachers may participate in after school/summer in-services at the same cost as teachers provided the vendor offers such a discount to substitute teachers. The substitute teacher may participate at the cost established by the vendor if the vendor does not offer such a discount to substitute teachers. Substitute teachers availability to participate in all of the above school/summer in-services will be on a space available basis as determined by the District.
- B. Mileage: Substitute teachers assigned and working for the District on the same day at more than one school or work location, shall be reimbursed mileage at the rate set forth in the *Handbook* for use of their personal automobile in traveling from one District work site to another.
- C. Duty Free Lunch: All substitutes shall be provided with a daily duty-free lunch period of at least thirty (30) continuous minutes.
- D. In-service/Orientation: The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two (2) hours. Substitute teachers attending the in-service will not be compensated for their attendance.
- E. Online Services: Long-term substitutes will be provided district email accounts and network access. Substitutes who are compensated at the experienced pay level will be provided with a personalized computer account and password.

SECTION 3. SUPPORT STAFF SUBSTITUTES

3.01 Licensure and/or Permit

All substitute support staff shall have the necessary license and/or permit required by state law to serve in the substitute assignment.

3.02 Training and Evaluation

Suitable programs of training, orienting and evaluating the work of substitute support staff may be provided by other district staff and/or the District as appropriate.

3.03 Assignment and Professional Responsibilities

- A. Assignments: Substitutes shall be assigned at the discretion of the District.
- B. Board Policies: A copy of the appropriate school policies shall be made available to the substitute upon request.
- C. Responsibilities: The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.
- D. Substitute Day: The substitute's length of service will be determined by the District.

3.04 Compensation

Hourly Rate: Substitute employees shall receive compensation for services rendered as determined by the District and as set forth in Board policy.

3.05 Dismissal/Removal from Substitute List

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

3.06 Miscellaneous Provisions

- A. In-Service: Each per diem substitute may be required to participate in new employee orientation or in-service day programs in the schools. Substitutes shall be paid at their applicable hourly rate for in-service participation if the employer requires them to attend.
- B. Mileage: Substitute assigned and working for the District on the same day at more than one school or work location, shall be reimbursed mileage at the rate set forth in the *Handbook* for use of their personal automobile in traveling from one District work site to another.
- C. Duty Free Lunch: All substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.
- D. In-service/Orientation: The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two (2) hours. Substitutes attending the in-service will not be compensated for their attendance.
- E. Online Services: Long-term substitutes will be provided district email accounts and network access. Substitutes who are compensated at the experienced pay level will be provided with a personalized computer account and password.

APPENDIX: FORMS

Appendix A: Family and Medical Leave Act

<http://www.dol.gov.whd/fmla/index.htm>

Appendix B: Title IX Sexual Harassment, Policy #1300.2 (3)

<http://www.darlington.k12.wi.us/district/policies/Appendix%20B.pdf>

Appendix C: Grievance Procedures, Policy #1300.3

<http://www.darlington.k12.wi.us/district/policies/Appendix%20C%20Updated.pdf>

Appendix D: Worker's Compensation

<http://dwd.wi.gov/dwd/publications/wc/WKC-18-P.pdf>

Appendix E: Evaluation Forms are available from your supervisor.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE POLICIES AND HANDBOOK

I acknowledge that I have received and reviewed a copy of the Darlington Community School District's Employee Handbook (Handbook). I understand that it is my responsibility to read it thoroughly. If there are any policies or provisions provided to me that I do not understand, I will seek clarification from my immediate supervisor. I understand that this Handbook states the Darlington Community School District's policies and procedures in effect on the date of publication. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time, with or without prior notice.

I further understand that nothing contained in the Handbook may be construed as creating a guarantee of future employment, future benefits or a binding contract with the Darlington Community School District for employment or benefits or for any other purpose. I understand that if any Board policy is in violation of state or federal law, the Board will follow the state or federal law, and the policy will be deemed to be amended to the extent necessary to comply with state and federal law.

I understand that my employment is at will and my employment may be terminated at any time for any reason, with or without cause and with or without notice, at the option of the District or at my option. I understand that the only basis on which my employment at will status can be changed is if I have an individual written employment agreement approved by the School Board or am covered by a collective bargaining agreement, either of which contains provisions that provide that I am not an at will employee.

I understand that I must sign and date a copy of this receipt and return it to my Building Principal by **September 16, 2022**. Failure to do so may result in my immediate termination.

Employee Signature: _____

Print Employee Name: _____

Date: _____

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