



**MEQUON-THIENSVILLE SCHOOL DISTRICT  
BOARD OF EDUCATION**

**EXECUTIVE SUMMARY**

<b><u>Subject:</u></b> <b>Action to Approve the 2011-2012 Teacher Handbook</b>	<b><u>Category:</u></b> <input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> Discussion <input type="checkbox"/> Information
<b><u>Attachments:</u></b> <b>The Draft 2011-2012 Teacher Handbook</b>	<b><u>Date for Consideration:</u></b> <b>August 15, 2011</b>

**Background:**

The collective bargaining agreement with the Mequon-Thiensville Education Association expired on June 30, 2011. The passage of Act 10 eliminated collective bargaining in the State of Wisconsin, and teachers' unions may now only bargain on behalf of their membership in the case of base wages. As a result of Act 10, the school district will no longer have a collective bargaining agreement that governs the employee/employer relationship.

The teacher handbook is not an extension of the past collective bargaining agreement. Instead, it should be viewed as a new document that redefines the employee/employer relationship in the Mequon-Thiensville School District.

In a post-collective bargaining environment, teachers may only submit a grievance against the school district over (1) discipline, (2) discharge or (3) concerns over workplace safety. A new grievance process has been developed to align with the new labor climate in Wisconsin.

Items that have been eliminated or modified from the collective bargaining agreement to the new teacher handbook include:

<b>Collective Bargaining Agreement</b>	<b>Teacher Handbook</b>
5 Emergency Days for undefined reasons	Explicit leaves for teachers
Layoff and Recall Rights	Reduction in Force as determined by Administration
Severance Benefit Eligibility – 55 years old or older and 20 years of full-time experience	Severance Benefit Eligibility – 58 years old or older and 20 years of full-time experience
\$20,000 payment	\$10,000 payment
Health, Dental and Life Insurance until age 65	Health, Dental and Life Insurance for seven years or until Medicare eligibility

In the event of the death of a retired employee prior to the age of 65, the District will provide the full benefit that would have been provided to the employee prior to age 65 to the surviving spouse of the employee	In the event of the death of a retired employee prior to receiving the full insurance benefit to which he/she would otherwise be entitled, the District's obligation to provide any form of insurance shall cease
Teachers with a 50% allocation or above receive full health and dental benefits	Teachers with at least 50% allocation, but less than 100%, shall have the District's contribution prorated, consistent with the teacher's allocation
A maximum of one hundred (100) sick days	A maximum of sixty (60) sick days
No Language	Liquated damages for teachers who resign during the summer months or during the school year
	New grievance procedure
Sick Bank for teachers	Elimination of the sick bank once the current days are used
No Language	Job Share Language

The administrative team and Board of Education implemented significant changes to the past health and dental care plan structure during the July 18, 2011 board meeting. The changes are reflected in the new teacher handbook. The administrative team will recommend future modifications to the teacher benefit package in order to save academic programming for the 2012-2013 and 2013-2014 school years.

It is important to note that annual changes to the teacher handbook will occur. The District reserves the right to modify the handbook as outlined in Section 1.01 (B). The current content of the handbook will eventually become more succinct in future revisions.

**Recommendation**

It is recommended that the Board of Education approve the teacher handbook as presented on August 15, 2011.

Ongoing review of the teacher handbook will take place with the Superintendent of Schools, Director of Business Services and a group of selected teachers throughout the school year.

# **MEQUON-THIENSVILLE SCHOOL DISTRICT TEACHER HANDBOOK**

2011-2012

DRAFT



**MEQUON-THIENSVILLE  
SCHOOL DISTRICT**

## ***Board of Education***

Suzette Urbashich	2011-2014
Ann R. Brownfield	2009-2012
Mary Cyrier	2010-2013
James R. Liska	2011-2014
Cindy L. Miske	2009-2012
Robert L. Perry	2010-2013
Michele F. Ziegler	2009-2012

## ***District Administrators***

Demond A. Means	Superintendent
Eric J. Dimmitt	Director of Curriculum, Instruction & Assessment
Hughes B. George	Director of Pupil Services
Gail M. Grieger	Director of Business Services
Ryan Mangan	Director of High School Athletics/Recreation Program
Kyle Thompson	Director of Buildings and Grounds
Jeridan Clark	Information and Technology Manager

## ***School Administrators***

Allison Rudich, Principal	Donges Bay Elementary School
Mary Jo Tye, Principal	Oriole Lane Elementary School
Jocelyn Sulsberger, Principal	Wilson Elementary School
Michael Harris, Principal	Lake Shore Middle School
Deborah Anderson, Principal	Steffen Middle School
Brett Bowers, Principal	Homestead High School
Kate Dunning, Assistant Principal	Homestead High School
Steve Sukawaty, Assistant Principal	Homestead High School

### **PUBLIC NOTIFICATION OF NONDISCRIMINATION POLICY**

The Board of Education does not discriminate on the basis of any characteristic protected under State or Federal law including, but not limited to race, color, age, sex, creed or religion, handicap or disability, marital status, citizenship status, veteran status, membership in the national guard, State defense or reserves, sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, or any other characteristic protected by law.

The District Administrator shall appoint and publicize the name of the compliance officer whose responsibility it will be to ensure that Federal and State regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law. S/He shall also ensure that proper notice of nondiscrimination for Title II, Title VI, Title VII, Title IX, Section 504, and the Age Act is provided to students, their parents, staff members, and the general public.

111.31, 118.20, Wis. Stats.  
42 U.S.C. 2000e et seq., Civil Rights Act of 1964  
42 U.S.C. 12112, Americans with Disabilities Act of 1990  
29 U.S.C. 701 et seq., Rehabilitation Act of 1973  
20 U.S.C. 1681 et seq., Title IX

Any questions concerning this policy should be directed to:

Dr. Demond Means, Superintendent  
[dmeans@mtsd.k12.wi.us](mailto:dmeans@mtsd.k12.wi.us)  
(262) 238-8502

Mequon-Thiensville School District  
5000 W. Mequon Road  
Mequon, WI 53092

# TABLE OF CONTENTS

	Page
District Contact Information.....	1
District Emergency Procedures/Security .....	2
District Map and School Locations .....	3
District Building Office Numbers .....	4
District Academic Calendar.....	5
 <b>SECTION 1: Preamble and Definitions</b>	
1.01 About this Handbook .....	6
1.02 Definitions .....	6
1.03 General Personnel Policies .....	7
 <b>SECTION 2: Employment Law</b>	
2.01 Equal Opportunity .....	7
2.02 Equal Opportunity Complaints .....	8
2.03 Family and Medical Leave Act .....	8
2.04 Discrimination and Harassment .....	8
 <b>SECTION 3: General Employment Practices and Expectations</b>	
3.01 District Expectations .....	9
3.02 Accident/Incident Reports .....	10
3.03 Attendance .....	10
3.04 Electronic or Manual Bulletin Boards (District Announcements) .....	10
3.05 Communications.....	10
3.06 Confidentiality .....	13
3.07 Conflict of Interest .....	13
3.08 Contracts and Conflict of Interest .....	13
3.09 Copyright .....	14
3.10 Criminal Background Checks .....	14
3.11 Criminal Background Checks/Charges/Convictions for Active Employees – Obligation to Report Criminal Record .....	14
3.12 District Property .....	15
3.13 Drug-, Alcohol-, and Tobacco-Free Workplace .....	15
3.14 Employee Identification Badges .....	16
3.15 Financial Controls and Oversight .....	17
3.16 Fraud and Financial Impropriety .....	17
3.17 Licensure/Certification .....	17
3.18 Operators of Personal Vehicles to Transport Students .....	17
3.19 Personal Appearance/Staff Dress Code .....	17
3.20 Personal Property .....	18
3.21 Work Spaces, Including Desks, Lockers, etc. ....	18
3.22 Personnel Files .....	18
3.23 Physical Examination .....	19
3.24 Political Activity .....	19
3.25 Position Descriptions .....	19
3.26 Severance from Employment .....	19
3.27 Workplace Safety .....	20

	Page
<b>SECTION 4: Management Rights</b>	
4.01 Delineation of Rights .....	20
4.02 Sole Basis .....	21
<b>SECTION 5: Grievance Procedure</b>	
5.01 Definitions .....	21
5.02 Time Limits .....	22
5.03 Procedure .....	22
5.04 Grievant’s Right to Representation .....	24
5.05 Consolidation of Grievances .....	24
5.06 Group Grievances .....	24
<b>SECTION 6: Pay Periods</b>	
6.01 Payroll Dates .....	25
6.02 Direct Deposit Payment Method .....	25
6.03 Salary Deferrals – Tax Sheltered Annuities (TSA) .....	25
<b>SECTION 7: Worker’s Compensation</b>	
7.01 Worker’s Compensation Coverage and Reporting Responsibilities .....	25
<b>SECTION 8: Sick Leave</b>	
8.01 Sick Leave .....	25
8.02 Sick Leave Use .....	25
8.03 Sick Leave Accumulation .....	26
8.04 Sick Leave Verification – Doctor’s Certificate .....	26
8.05 Sick Leave Bank .....	26
<b>SECTION 9: Jury Duty Leaves</b>	
9.01 Jury Duty Leave .....	26
9.02 Employee Notice .....	26
9.03 Payment for Time Out on Jury Duty .....	26
<b>SECTION 10: Bereavement Leave</b>	
10.01 Bereavement/Funeral Leave .....	27
<b>SECTION 11: Personal Leave</b>	
11.01 Personal Leave Days Provided .....	27
11.02 Personal Leave Day Restrictions .....	27
11.03 Personal Leave Increments .....	27
<b>SECTION 12: Uniformed Services Leave</b>	
12.01 Uniformed Services Leave of Absence .....	28
12.02 Seniority/Length of Service during Uniformed Services Leave .....	28
12.03 Request for Uniformed Services Leave .....	28
<b>SECTION 13: Unpaid Leaves of Absence</b>	
13.01 Child Rearing Leave .....	28
13.02 Sabbatical Leave .....	29
13.03 Undefined Unpaid Leave .....	30

	Page
<b>SECTION 14: Benefits</b>	
14.01 Cafeteria Plan/Flexible Spending Account .....	30
14.02 Dental Insurance .....	30
14.03 Health Insurance .....	31
14.04 Liability Insurance .....	31
14.05 Life Insurance .....	32
14.06 Long-Term Disability .....	32
14.07 Wisconsin Retirement System (WRS) Contributions .....	32
14.08 Alternate-Benefit Plan [ABP] Cash in Lieu of Health Insurance .....	32
 <b>SECTION 15: Post Employment Benefits</b>	
15.01 Severance .....	33
 <b>SECTION 16: Teacher Discipline, Termination, Reduction in Force and Nonrenewal</b>	
16.01 Standard for Nonrenewal for Teachers .....	33
16.02 Standard for Discipline and Termination for Teachers .....	33
 <b>SECTION 17: Professional Hours/Workday</b>	
17.01 Professional Hours/Workday .....	34
 <b>SECTION 18: Teacher Assignments, Vacancies, and Transfers</b>	
18.01 Teacher Assignments, Vacancies and Transfers .....	35
18.02 Employee Resignations and Liquidated Damages .....	35
18.03 Job Sharing .....	36
 <b>SECTION 19: Reduction in Force</b>	
19.01 Reduction in Force .....	37
 <b>SECTION 20: Professional Compensation</b>	
20.01 Professional Compensation .....	37
 <b>SECTION 21: Professional Growth</b>	
21.01 Requirement to Remain Current .....	37
21.02 Mentoring .....	38
21.03 National Board Certification .....	38
 <b>SECTION 22: Teacher Evaluation</b>	
22.01 Teacher Evaluation .....	38

## District Contact Information

**NOTE: All phone numbers have a 238 prefix**

<b>Accidents</b>	<b>8507</b>	<b>Personnel File</b>	<b>8513</b>
<b>District Policies/Procedures</b>	<b>8502</b>	Professional	<b>8513</b>
<b>Emergency/Security</b>	<b>5666</b>	Non-Contract Hourly	<b>8513</b>
<b>Employment/Interviews Personnel</b>	<b>8513</b>	<b>Professional Development:</b>	
Admin/Professional	<b>8504</b>	Professional	<b>8513</b>
Co-Curricular	<b>8513</b>	Paraprofessional	<b>8513</b>
<b>Facilities</b>	<b>5666</b>	Hourly	<b>8513</b>
<b>Rental of Facilities</b>	<b>5634</b>	<b>Professional Library:</b>	<b>8513</b>
<b>Insurance Business Office</b>		<b>Resignations/Separations:</b>	<b>8513</b>
Employee Benefits	<b>8508</b>	Contract – Professional	<b>8513</b>
Property and Casualty Losses	<b>8509</b>	Paraprofessional/ Non-Contract Hourly	<b>8513</b>
Salary Reductions/Annuities	<b>8508</b>	Co-Curricular	<b>8513</b>
COBRA & FML	<b>8513</b>	<b>Salary/Contracts/Letters of Assignment:</b>	
Worker’s Compensation	<b>8507</b>	Professional	<b>8513</b>
<b>Leave of Absence</b>	<b>8513</b>	Paraprofessional/ Non-Contract Hourly	<b>8513</b>
Professional Sick Leave (FML)	<b>8513</b>	Payroll	<b>8508</b>
Professional Temporary Disability	<b>8513</b>	<b>Substitute Office:</b>	<b>8513</b>
Hourly Sick Leave (FML)	<b>8513</b>	<b>Transfer Procedures:</b>	
Hourly Temporary Disability	<b>8513</b>	Professional	<b>8513</b>
Bereavement	<b>8513</b>	Paraprofessional/Non- Contract	<b>8513</b>
Professional/Military	<b>8513</b>		
<b>Media/Communications:</b>	<b>8504</b>		

## **District Emergency Procedures**

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

Automated calls will be placed to student and employee home phone numbers beginning at 6:00 a.m. or as soon as practicable using the District's Emergency Notification System (ENS) if conditions warrant the closing of schools. Staff may also be notified by the District's email service.

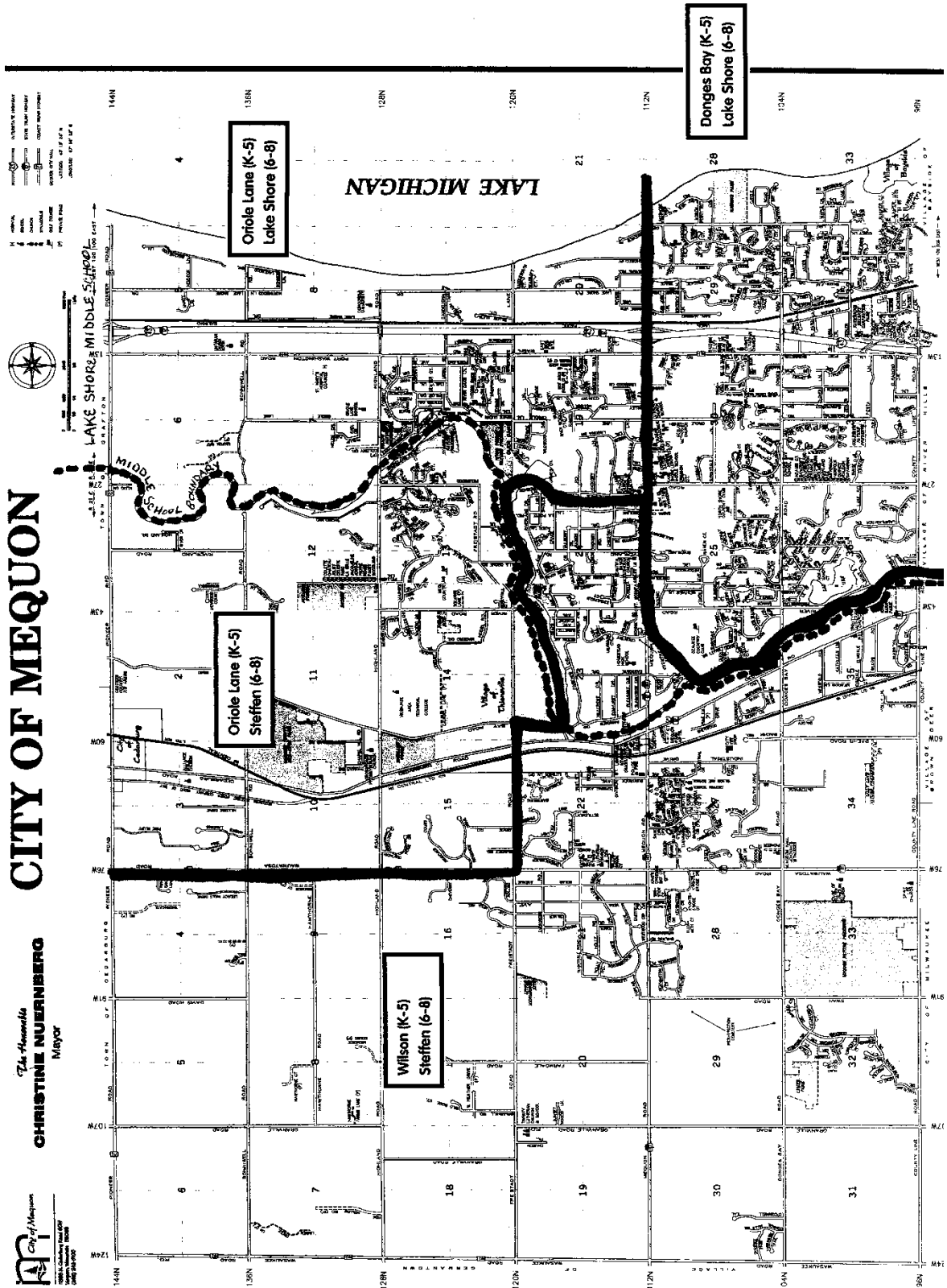
Local television and radio stations will also be notified by 6:00 a.m. or as soon as practicable.

**Employees are responsible for maintaining their most current phone number with the District Office.**

## **Security**

**In case of an emergency call: *Kyle Thompson at 262-238-5666***

# District Map and School Locations



## District Building Office Numbers

### **DISTRICT OFFICE**

5000 W. Mequon Rd.

Mequon, WI 53092

262.238.8500

### **DONGES BAY ELEMENTARY SCHOOL**

2401 W. Donges Bay Rd.

Mequon, WI 53092

262.238.7920

### **HOMESTEAD HIGH SCHOOL**

5000 W. Mequon Rd.

Mequon, WI 53092

262.238.5900

### **ORIOLE LANE ELEMENTARY SCHOOL**

12850 N. Oriole Ln.

Mequon, WI 53097

262.238.4220

### **LAKE SHORE MIDDLE SCHOOL**

11036 N. Range Line Rd.

Mequon, WI 53092

262.238.7600

### **WILSON ELEMENTARY SCHOOL**

11001 N. Buntrock Rd.

Mequon, WI 53092

262.238.4600

### **STEFFEN MIDDLE SCHOOL**

6633 W. Steffen Dr.

Mequon, WI 53092

262.238.4700

### **M-T RECREATION DEPARTMENT**

11040 N. Range Line Rd.

Mequon, WI 53092

262.238.7535

# District Academic Calendar

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

## MEQUON-THIENSVILLE SCHOOL DISTRICT - 2011-2012

○ = Vacation/Holiday      ☼ = Comp Day      □ = In-Service      \*△ = Early Release Day      ( ) = End of Quarter

**August**

Su	Mo	Tu	We	Th	Fr	Sa
	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					

#Days: Students - 0 Teachers - 3

**September**

Su	Mo	Tu	We	Th	Fr	Sa
				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			

#Days: Students - 20 Teachers - 20

**October**

Su	Mo	Tu	We	Th	Fr	Sa
						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

#Days: Students - 19 Teachers - 21

**November**

Su	Mo	Tu	We	Th	Fr	Sa
		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					

#Days: Students - 20 Teachers - 20

**December**

Su	Mo	Tu	We	Th	Fr	Sa
				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		

#Days: Students - 17 Teachers - 17

**January**

Su	Mo	Tu	We	Th	Fr	Sa
	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					

#Days: Students - 20 Teachers - 21

43 Days

**February**

Su	Mo	Tu	We	Th	Fr	Sa
			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					

#Days: Students - 21 Teachers - 21

45 Days

**March**

Su	Mo	Tu	We	Th	Fr	Sa
				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		

#Days: Students - 22 Teachers - 22

46 Days

**April**

Su	Mo	Tu	We	Th	Fr	Sa
					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		

#Days: Students - 15 Teachers - 15

**May**

Su	Mo	Tu	We	Th	Fr	Sa
		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				

#Days: Students - 22 Teachers - 22

47 Days

**June**

Su	Mo	Tu	We	Th	Fr	Sa
					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		

#Days: Students - 5 Teachers - 6

	Student Days	Teacher Days
August	0	3
September	20	20
October	19	21
November	20	20
December	17	17
January	20	21
February	21	21
March	22	22
April	15	15
May	22	22
June	5	6
	181	188
<b>Thanksgiving &amp; Memorial Day</b>		2
<b>Total Teacher Days</b>		<b>190</b>

**Summary:**

- Early Release Days – 9/23, 10/26, 12/8, 2/6, 3/6, 4/20
- Winter Break – 12/26 to 1/2
- Spring Break – 4/6 to 4/13
- Teacher Parent Conferences – 11/21, 11/22, 11/23
- Non School Days – 9/5, 9/29, 10/27, 10/28, 11/24, 11/25, 1/20, 5/28
- High School Graduation – 6/10
- Last Day of School for Students – 6/7

REV: 1-24-11 BOE Approved

## SECTION 1. PREAMBLE AND DEFINITIONS

### 1.01 About this *Handbook*

- A. Employees Covered: This *Handbook* is provided as a reference document for the Mequon-Thiensville School District (hereinafter referred to as “District”) for all certified full-time and regular part-time teachers (excluding administrators, substitute teachers, psychologists, social workers, and non-instructional personnel).
- B. Disclaimer: 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, an agreement or contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this *Handbook*, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this *Handbook* or individual contract.

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.mtsd.k12.wi.us](http://www.mtsd.k12.wi.us). It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Mequon-Thiensville School District Board of Education.

### 1.02 Definitions

- A. Teacher: Teachers are defined as persons hired under a contract under § 118.22, Wis. Stats.
- B. Substitute Teachers: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence.
- C. Employee Discipline: As used in this policy, employee discipline shall include any employment action that results in disciplinary action, which typically involves any of four (4) steps: verbal reprimand, written reprimand, suspension with or without pay, and termination of employment.

"Employee discipline," as used in this policy, shall not include the following:

1. Plans of correction or performance improvement;
2. Performance evaluations or reviews;
3. Documentation of employee acts and/or omissions in an employment file;
4. Administrative suspension with pay pending investigation of alleged misconduct or nonperformance;
5. Non-disciplinary wage, benefit or salary adjustments;

6. Other non-material employment actions;
  7. Counseling meetings or discussions or other pre-disciplinary action; or
  8. Demotion for reasons other than discipline, transfer or change in assignment.
- D. Employee Termination: As used in this policy, employee termination shall not include the following:
1. Layoffs;
  2. Workforce reduction activities;
  3. Voluntary termination including, without limitation, quitting or resignation;
  4. Job abandonment;
  5. End of employment due to disability, lack of qualification or licensure or other inability to perform job duties;
  6. Retirement; or
  7. Any other cessation of employment not involving involuntary termination.

### **1.03 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 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.  
**Board Policy #3122**

## 2.02 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. **Board Policy #2260**

## 2.03 Family and Medical Leave Act

- A. Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <http://www.dol.gov/whd/fmla/finalrule/FMLAPoster.pdf>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1).
- B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>.
- D. Designation Notice. The District shall “inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA.” U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).

## 2.04 Discrimination and Harassment

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described above in section 2.01. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are 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 found in **Board Policy #2260**. 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.

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

### **3.01 District Expectations**

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

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

The following delineation of employment practices is for informational purposes and is not intended to be an exhaustive list of all employment expectations 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, 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 should be submitted to the District Office – Administrative Assistant to the Director of Business Services and 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 Worker’s Compensation section of this *Handbook* on page 25.

### **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.

Employees who are unable to report to work shall follow the applicable procedures AESOP™, that is used in the District for reporting his/her absence. Any time spent not working during an employee’s scheduled day must be accounted for in AESOP system using the appropriate reasons (see sections 8-13). The District will monitor attendance and absence patterns. Failure to notify the District of an absence in a timely manner and failure to report to work on such day could result in disciplinary action up to and including termination

### **3.04 Electronic or Manual Bulletin Boards (District Announcements)**

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. 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 will be provided a copy of all posted material at the time of the posting. 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 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: Please see Acceptable Use Policy language. **Board Policy #7540**

C. Electronic Communications with Students: Employees are prohibited from personal communication 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. **Board Policy #8330**
    - c. Confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses.
    - d. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. **Board Policy #8320 and #8320.01**
    - 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. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- F. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records. **Board Policy #8330**

2. Confidentiality of other District records, including educator evaluations and private email addresses.
  3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. **Board Policy #8320 and #8320.01**
  4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
- G. 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.
- H. 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.

### **3.06 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 #8350**. 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.

### **3.07 Conflict of Interest**

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are asked to avoid outside 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. **Board Policy #1130**

### **3.08 Contracts and Conflict of Interest**

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

No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. *See Wis. Stats. § 946.13(1)(a) and (b).*

### **3.09 Copyright**

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

### **3.10 Criminal Background Checks**

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

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

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

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. **Board Policy #3121**

### **3.11 Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record**

All District employees 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. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

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

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

### 3.12 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, and any electronic mobile devices.

### 3.13 Drug-, Alcohol-, and Tobacco-Free Workplace

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

- A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. **Board Policy #3122.01**
- 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. **Board Policy #7434**. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.

- C. Drug-Free Awareness Program: The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if applicable) employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. § 702(a) (1)
- D. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. 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. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to employee assistance programs, or discipline or discharge 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.
- 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. 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)].
- G. Employee Assistance Program: The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical or productivity concerns or problems. EAP helps in the prevention, identification and resolution of these problems and concerns. To reach the EAP coordinator in the District, please contact the District Administrator and/or his/her designee. *See [www.mylifematters.com](http://www.mylifematters.com).*

### **3.14 Employee Identification Badges**

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

### **3.15 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 fraud or financial impropriety.

### **3.16 Fraud and Financial Impropriety**

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

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.

### **3.17 Licensure/Certification**

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

### **3.18 Operators of Personal Vehicles to Transport Students**

Employees must notify and receive approval from the district office prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle.

### **3.19 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. **Board Policy #3216**

The District expects that all employees are neat 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.

### **3.20 Personal Property**

- A. Personal Property: May include but not limited to electronic devices, household appliances housing for pets, furniture, etc.
- B. 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.
- C. Prior Approval: Employees are expected to obtain prior approval from their building principal before placing personal items (e.g. – electronic devices, household appliances housing for pets, furniture, etc.).
- D. Search of Personal Effects: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District’s property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

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

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

### **3.22 Personnel Files**

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file, while in the presence of the administrator or his designee. The employee shall be entitled to have a representative accompany him/her during such review. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those files. The removal of this file from the safekeeping place will be done by the official personnel file custodian. The employee’s personnel file or any part thereto may not be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy.

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

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

### **3.23 Physical Examination**

Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.

The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent 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.

### **3.24 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, and during which a student is present, engage in any activity 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.

### **3.25 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.

### **3.26 Severance from Employment**

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

- A. Termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- E. (if applicable) failure to return to work following recall from layoff within fourteen (14) calendar days of receipt of notice to do so
- F. failure to return to work the day following the expiration of an authorized leave of absence; and

G. Job abandonment.

### **3.27 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.

## **SECTION 4. MANAGEMENT RIGHTS**

### **4.01 Delineation of Rights**

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this *Handbook*/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited by enumeration to, the following rights:

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

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

#### **4.02 Sole Basis**

This section does not describe any rights of the Mequon-Thiensville Education Association or employee(s). Accordingly, the Mequon-Thiensville Education Association and/or an employee(s), may not base any charge of a *Handbook* violation under the District’s grievance process (*see section 5*) or any other forum solely on this section.

## **SECTION 5. GRIEVANCE PROCEDURE**

Employees shall use the following procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues.

### **5.01 Definitions**

- A. “Days” as used in this policy is defined as any day that the District’s Business Office is open.
- B. “Employee Termination” as used in this policy section, shall not include the following:
  1. Layoffs;
  2. Workforce reduction activities;
  3. Voluntary termination including, without limitation, quitting or resignation;
  4. Job abandonment;
  5. End of employment due to disability, lack of qualification or licensure or other inability to perform job duties;
  6. Retirement; or

7. Any other cessation of employment not involving involuntary termination.
- C. "Employee discipline" as used in this policy shall include any employment action that results in disciplinary action, which typically involves any of four (4) steps: verbal reprimand, written reprimand, suspension with or without pay, and termination of employment.
- "Employee discipline," as used in this policy, shall not include the following:
1. Plans of correction or performance improvement;
  2. Performance evaluations or reviews;
  3. Documentation of employee acts and/or omissions in an employment file;
  4. Administrative suspension with pay pending investigation of alleged misconduct or nonperformance;
  5. Non-disciplinary wage, benefit or salary adjustments;
  6. Other non-material employment actions;
  7. Counseling meetings or discussions or other pre-disciplinary action; or
  8. Demotion for reasons other than discipline, transfer or change in assignment.
- D. The term "workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

## 5.02 Time Limits

Unless mutually agreed to in writing by the Employee and the District in advance of the expiration of the timeline, the timelines provided in this policy must be strictly adhered to. Failure of the Employee to comply with the timelines will be deemed a waiver of the processing of the grievance and the grievance will be denied. The Employee may advance a grievance to the next step of the process if a response is not provided within the designated timeframes. The Director of HR may advance a grievance to the next step at the request of either the employee or the employee's supervisor.

## 5.03 Procedure

- A. Informal Grievance Resolution: The employee must discuss any grievance related to discipline or workplace safety with the employee's immediate supervisor prior to filing a formal written grievance in order to informally resolve the issue. This discussion must occur within five (5) days of when the employee knew or should have known of the events leading to the grievance. Grievances related to termination may proceed straight to the Formal Grievance Procedure.
- B. Formal Grievance Submission: The employee must file a written grievance with the District Superintendent (or designee) within ten (10) days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. The written grievance must contain:
1. Name of Grievant;
  2. A statement of the pertinent facts surrounding the nature of the grievance;
  3. The date the alleged incident occurred;

4. The work rule or policy allegedly violated including any safety rule alleged to have been violated, if applicable;
  5. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion; and
  6. The specific requested remedy.
- C. Administrative Response: The District Superintendent (or designee) will meet with the grievant within ten (10) days of receipt of the written grievance. The Administration will provide a written response within ten (10) days of the meeting. The Administration's written response to the grievance must contain:
1. A statement of the date the meeting between the Administration and grievant was held;
  2. A decision as to whether the grievance is sustained or denied; and
  3. In the event the grievance is denied, a statement outlining the timeline to appeal the denial.
- D. Impartial Hearing: The grievant may file an appeal to the Impartial Hearing Officer (IHO) by giving written notice to the District Superintendent within five (5) days of the issuance of the Administrative Response. Depending on the issues involved, the hearing officer will determine whether a hearing is necessary unless a hearing is required under the procedures established by the district in a different applicable policy. The Administration will work with the IHO and grievant to schedule a mutually agreeable hearing date should one be needed. If it is determined that no hearing is necessary, the matter will be decided based on the submission of written documents.
- The Administration shall select the IHO. The IHO shall not be an employee of the district. The IHO may be an employee of another district, a retired school administrator, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the district.
- E. Standard of Review: The IHO will adhere to specific guidelines set forth by the District regarding hearing procedures. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence. The standard of review for the IHO is whether the decision of the Administration was arbitrary or capricious. A decision will not have been arbitrary or capricious if it was made in the best interest of the district. If the decision was not arbitrary or capricious then the IHO is required to find on behalf of the Administration.
- F. Impartial Hearing Officer Response: The IHO shall file a written response within thirty (30) days of the hearing date or the date of submission of written documents.
- The IHO's written response to the grievance must contain:
1. A statement of the pertinent facts surrounding the nature of the grievance.
  2. A decision as to whether the grievance is sustained or denied, with the rationale for the decision.
  3. A statement outlining the timeline to appeal the decision to the School Board.

4. The IHO must sustain or deny the decision of the Administration. The IHO has no authority to modify the Administration's decision and may not grant in whole or in part the specific request of the grievant.
- G. Review by the School Board: The non-prevailing party may file a written request for review of the IHO's decision by the School Board within ten (10) days of receipt of the IHO response.

The School Board shall not take additional testimony or evidence; it may only decide whether the IHO reached an arbitrary or capricious decision based on the information presented to the IHO. The School Board will review the record and make a decision. A written decision will be made within thirty (30) days of the filing of the appeal.

The School Board's written decision regarding the grievance must contain:

1. A decision as to whether the grievance is sustained, denied or modified.

The School Board shall decide the matter by a majority vote and the decision of the School Board is final and binding and is not subject to further review.

H. General Requirements:

1. Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.
2. Granting the requested or agreed upon remedy at any step in the process resolves the grievance.

#### **5.04 Grievant's Right to Representation**

Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.

#### **5.05 Consolidation of Grievances**

Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the Administration.

#### **5.06 Group Grievances**

Group grievances involving more than one employee and involve any of the following:

- A. More than one work site;
- B. More than one supervisor; or
- C. An administrator other than the immediate supervisor

Such grievances may be initially filed at the level of the District Administrator (*See Section 5.03(B)*); however, they shall follow the initial timelines for filing the grievance at the informal step (*See Section 5.03(A)*).

## **SECTION 6: PAY PERIODS**

### **6.01 Payroll Dates**

Employees are paid semi-monthly on or about the 1<sup>st</sup> and 15<sup>th</sup> of each month. If the 1st or 15th of the month falls on a weekend or holiday, the payroll deposits shall be issued on the last working day with the exception of the first payroll in the calendar year.

### **6.02 Direct Deposit Payment Method**

All employees shall participate in a direct payroll deposit. Direct deposit statements will be available on the employee portal on each pay day.

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

Employees shall have the opportunity to participate in the District's 403(b) Savings Program through salary deferral to an investment vehicle offered by a vendor listed as a District-approved vendor, as required by the Internal Revenue Service (IRS) Code 403(b) Savings Program.

## **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 school office and complete an accident report form 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.

## **SECTION 8. SICK LEAVE**

### **8.01 Sick Leave**

Employees shall be credited with ten (10) paid sick leave days per year.

### **8.02 Sick Leave Use**

- A. Sick leave shall be paid for an 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) (Examples of a handicapping condition are: Cognitive disability, learning disability, autism, etc.)
  3. Serious health condition of a spouse, child, or parent.
  4. Medical appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
  5. Medical appointments for employee's spouse, parent or adult child where attendance of the employee is required.

B. Minimum increment allowed for sick leave will be one-half (1/2) day.

### **8.03 Sick Leave Accumulation**

Sick leave for employees will accumulate to a maximum of 60 days. Employees with an accumulation greater than 60 days as of June 30, 2011 shall not lose accumulated days. Additional days shall not be credited until accumulated days drop below 60 as of June 30<sup>th</sup> each year. These days will be credited following year.

### **8.04 Sick Leave Verification - Doctor's Certificate**

Whenever the supervisor deems appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such 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.

### **8.05 Sick Leave Bank**

Effective July 1, 2011 donation of days by an employee to the sick leave bank will be *discontinued*. Days accumulated in the sick leave bank as of June 30, 2011 will remain in the bank and utilized as identified below until exhausted. Once days are exhausted, the sick leave bank will be terminated.

Sick leave days requested from the bank will be made available to an employee suffering from a catastrophic illness or injury, who has exhausted his or her own accumulated sick leave, and who has not yet satisfied the waiting period for long-term disability. The sick leave bank is intended to serve as a partial bridge to disability benefits. To be eligible, the medical facts regarding the employee's catastrophic illness or injury must, as soon as practicable, be established and confirmed in writing by a qualified physician. The employee's request must be approved by the superintendent or designee. An eligible and qualifying employee may withdraw up to 20 sick days per catastrophic illness or injury, and no more than 20 sick days in any twelve month period, from the bank.

## **SECTION 9. JURY DUTY LEAVE**

### **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 reimburse the District the amount received from serving on jury duty (less any travel expenses received) to the Business Office. 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.

## **SECTION 10. BEREAVEMENT LEAVE**

### **10.01 Bereavement/Funeral Leave**

Employees shall be provided up to three (3) days per year for purpose of attendance at and related arrangements for a funeral. This leave shall be deducted from the employee's accrued sick leave. If no sick leave is available, it shall be without pay.

## **SECTION 11. PERSONAL LEAVE**

### **11.01 Personal Leave Days Provided**

Employees shall be provided two (2) personal days per year.

### **11.02 Personal Leave Day Restrictions**

- A. A request for a personal day must be made as far in advance as possible but not less than five (5) days prior to the leave day.
- B. The Administrator has the right to approve or disapprove all requests.
- C. The number of staff members allowed to take a personal day will be limited to twelve (12) district-wide on any given day. On certain days when other school and district activities are scheduled, personal leave will be limited to five (5) district-wide at the discretion of the Superintendent. Leave requests will be granted on a first-come, first-served basis.
- D. Personal days will not be granted during the first or last week of the school year or on days when in-service and/or staff development programs are scheduled.
- E. Employees will be permitted to take personal days immediately preceding or following a holiday or other vacation provided leaves on such days are limited to five (5) district-wide. Requests for personal days immediately preceding or following a holiday or other vacation period between September 1 and June 1 shall be submitted by July 1 of each year. Requests during that time period will not be approved prior to July 1. If more than five (5) employees submit requests for personal leave on a day immediately preceding or following a holiday or vacation period, the five (5) staff members permitted to take personal leave will be chosen by lot.
- F. Personal days do not accumulate and may not be used in advance.

### **11.03 Personal Leave Increments**

The minimum increment allowed for personal days is one-half (1/2) day.

## **SECTION 12. UNIFORMED SERVICES LEAVE**

### **12.01 Uniformed Services Leave of Absence**

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

### **12.02 Seniority/Length of Service during Uniformed Services Leave**

Employees shall continue to accrue length of service for wage/salary increments, if applicable, and all other purposes where length of service is a factor. The employee's absence shall not be construed as a break in service for any purpose.

Reemployment rights extend to persons who have been absent from a position of employment because of "service in the uniformed services." "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:

- A. Active duty and active duty for training
- B. Initial active duty for training
- C. Inactive duty training
- D. Full-time National Guard duty
- E. Absence from work for an examination to determine a person's fitness for any of the above types of duty
- F. Funeral honors duty performed by National Guard or Reserve members
- G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). *See* 42 U.S.C. § 300hh-11(d).

### **12.03 Request for Uniformed Services Leave**

When time permits, the request for a reserve military leave should be as far in advance as possible so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the District Administrator or his/her designee.

## **SECTION 13. UNPAID LEAVES OF ABSENCE**

### **13.01 Child Rearing Leave**

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the Superintendent on or before March 15 of any given year. Such application will be reviewed and processed by the Superintendent and shall be granted or denied in his/her sole discretion.
- B. Duration of the Unpaid Child Rearing Leave: The District may, in its sole discretion and without setting any precedent, grant a child rearing leave of absence without pay and not to exceed one (1) academic year. Child rearing leave will be granted only for the total instructional year and not for any fraction thereof.

- C. Benefits during the unpaid child rearing leave:
1. The child rearing leave is an unpaid leave.
  2. During the unpaid child rearing leave, the employee may continue participation in insurance programs at his/her own expense subject to approval of the carrier and COBRA guidelines.
  3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
- D. Return from the Unpaid Child Rearing Leave: The employee shall notify the District Administrator or his/her designee on or before February 1 of the year in which the leave expires of their intent to return to work the ensuing school year. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or reduction in force, whichever is applicable.
- E. FMLA/WFMLA: Nothing herein shall be interpreted as limiting an employee's rights under state or federal family and medical leave laws.

### **13.02 Sabbatical Leave**

- A. Application Procedures: Any faculty member who has taught in the district for a minimum of four (4) years may be eligible to apply for a sabbatical leave. A written request shall be submitted to the superintendent on or before March 15 of any given year. All requests shall include: 1) reason for the request; 2) nature and content of the proposed study pursued; and 3) how this leave will benefit both the individual and the district students. Such application will be reviewed and processed by the superintendent and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) academic year.
- B. Restrictions:
1. Sabbatical leave of absence shall not exceed one (1) academic year.
  2. Sabbatical leave may be granted for the following reasons:
    - Graduate education in employee's subject field or a related field;
    - Graduate education relating to educational research; or
    - Graduate education to acquire a higher degree.
  3. The percentage of faculty granted a sabbatical leave at any one time will not exceed three (3) percent of the total faculty.
  4. Any person granted a sabbatical leave will agree in writing to return to the district for a minimum of one (1) academic year after completing the sabbatical. This agreement may be waived by the District. An employee on sabbatical must confirm his/her intent to return to the District by February 1.

C. Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.
2. During the sabbatical leave, the individual may continue participation in insurance programs at his/her own expense subject to approval of the carrier and COBRA guidelines.
3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the sabbatical leave.

### **13.03 Undefined Unpaid Leave**

Undefined unpaid leave may be granted to professional employees who have completed at least three (3) years of service to the school district. The following guidelines are established for the applicant:

1. Initial request for leave must be submitted to the building principal in writing at least ten (10) school days prior to the time of leave. This written request shall state reason for requested leave.
2. Leave is limited to five (5) school days and will be non-cumulative per school year.
3. A decision on the request shall be made jointly by the building principal and the district administrator. The decision for approval or denial shall be made within five (5) school days upon receipt of request, and sooner if practicable.
4. Undefined unpaid leave shall have a duration of no more than three (3) consecutive days.

## **SECTION 14. BENEFITS**

### **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 eligible expenses. 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 district and the plan's administrator. The provisions of this plan shall be contingent upon the continuance of this benefit under applicable IRS regulations.

### **14.02 Dental Insurance**

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

A. Eligibility.

1. Minimum Hours for District Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's dental insurance. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
- B. Premium Contributions:
1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay 100% of the single premium dental insurance plan. Employees shall be responsible for the remaining portion of the premium.
  2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay 100% of the family premium dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

### **14.03 Health Insurance**

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

- A. Eligibility:
1. Minimum Hours for District Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's health insurance. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
  2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment. With exception for those employee's whose assignment is between 91% and 99% shall be prorated based upon a full-time contract.
- B. Premium Contributions:
1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 90% of the single premium health insurance plan. Employees shall be responsible for the remaining portion of the premium. All employees shall have minimum contribution of 10% for cost of the premium.
  2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than 90% of the family premium health insurance plan. Employees shall be responsible for the remaining portion of the premium. All employees shall have minimum contribution of 10% for cost of the premium.

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

### **A. Eligibility:**

1. **Minimum Hours for District Contribution:** An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's life insurance. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

### **B. Premium Contributions:**

The District will pay 100% of the premium for term life insurance.

## **14.06 Long-Term Disability**

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

### **A. Eligibility:**

1. **Minimum Hours for District Contribution:** An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's long-term disability insurance. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

### **B. Premium Contributions:** The District shall pay 100% of the premium for long-term disability insurance.

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

The District will contribute the employer's share. The employee will pay the employee's required WRS contribution as required by state statute.

## **14.08 Alternate-Benefit Plan [ABP] Cash in Lieu of Health Insurance**

Employees who are eligible for District provided health insurance who can demonstrate they have other health insurance coverage may waive participation in the District health plan and elect through the Section 125 cafeteria plan to receive cash compensation in lieu of the health insurance benefit, with such cash payments being equivalent to the District contribution to the single health premium.

To the extent consistent with the cafeteria plan rules under IRS code Section 125 regarding changes in family status and other coverage changes, employees who choose the payments of cash compensation described above may be able to enroll in the District's health plan at a later date pursuant to the carrier's late enrollment terms, timelines, and conditions of reentry.

## SECTION 15. POST EMPLOYMENT BENEFITS

### 15.01 Severance

Severance benefits shall be available to eligible employees covered by this handbook, (*see Section 1.01(A)*), who retire at age 58 or older. An application for benefits under this provision shall be granted if by January 15 of the year the retirement is to be effective, the member has notified the superintendent of the District regarding his or her intention to retire. The retirement shall be effective at the end of the teacher's contract year. To be eligible for this benefit, a member must have the equivalent of 20 years of full-time experience with the District and have completed the school year.

The employee's age is defined as his or her age as of the first teacher day of the year in which the retirement becomes effective.

The District shall provide a severance benefit payment of \$10,000 paid as a lump sum to the employee's 403(b) annuity, as determined by the district, if and as permitted by law. Payment will be made no later than August 1<sup>st</sup> of the following school year.

The District will pay premiums at no more than the District contributions to rates in effect at the time of retirement for health and dental insurance for a period of seven (7) years or until Medicare eligibility, whichever occurs first. Any increases in premium, which occur in succeeding years, will be the responsibility of the retiree. Retirees shall be permitted to stay in District life insurance for a period of five (5) years at their own expense.

In the event of the death of an employee prior to receiving the severance benefit payment, the District will provide the \$10,000 payment that would have been contributed to the employee's 403(b) account to the surviving spouse or to his or her estate. In the event of the death of an employee prior to receiving the full insurance benefit to which he/she would otherwise be entitled, the District's obligation to provide any form of insurance coverage shall cease.

## SECTION 16. TEACHER DISCIPLINE, TERMINATION, AND NONRENEWAL

### 16.01 Standard for Nonrenewal for Teachers

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

### 16.02 Standard for Discipline and Termination for Teachers

- A. Discipline: A teacher may be disciplined or terminated for "cause". Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*. "Cause" is defined as the following:
  1. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and
  2. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.
- B. 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. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

- C. Termination: The employment relationship between the District and any employee is terminated:
1. If the employee is discharged pursuant to the discipline portion of this handbook.
  2. If the employee quits his/her employment.
  3. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
  4. If the employee retires.

## **SECTION 17. PROFESSIONAL HOURS/WORKDAY**

### **17.01 Professional Hours/Workday**

- A. 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.

Education and teaching is a professional occupation. The professional staff is expected to be with students for their supervision and instruction and to be present at those times needed to carry out their professional responsibilities. The schedule of each building will be developed by the District and published. Educational and other professional requirements may make it necessary for occasional changes in normal starting and ending times. Alternate work schedules to better serve the needs of students may be developed between the District and individual staff members.

A teacher may accept a voluntary assignment during his/her duty free lunch period; he/she will be compensated at the rate determined for the duty on the extra duty schedule. A teacher may be assigned to supervision duty during the 8-hour workday.

- B. Administratively Called Meetings:

Staff Meetings: Teachers are required to attend all mandatory administratively called staff meetings. The number of staff meetings shall be established by the building principal. 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.

- C. Attendance at School Events: Teachers are required to attend all mandatory administratively required school events. These events may be an open house, music program, art show and/or other District or building events that occur after the normal workday. Teachers shall be given no less than fifteen (15) calendar days notice of such

events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the event.

## **SECTION 18. TEACHER ASSIGNMENTS, VACANCIES, AND TRANSFERS**

### **18.01 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. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's website for a minimum of five days. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the District's website. The notice shall 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.
- C. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.
- D. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position according to the procedures set forth above, it may at its discretion, 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 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. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline under Section 18.02.

### **18.02 Employee Resignations and Liquidated Damages**

- A. The teacher's individual contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:
  1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher must give such notice at least

- sixty (60) calendar days prior to the date the employee desires the severance to occur.
2. It is agreed that liquidated damages are due to the District within the sixty (60) calendar day notice of resignation as follows:
    - a. Five hundred dollars (\$500.00) if the employee's resignation is effective on or after July 1<sup>st</sup>, but before August 1<sup>st</sup>.
    - b. Seven hundred and fifty dollars (\$750.00) if the employee's resignation is effective on or after August 1<sup>st</sup>, but before the start of the school year.
    - c. One thousand dollars (\$1,000.00) if the employee's resignation is effective on or after the start of the school year.
  3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by April 15<sup>th</sup>, or whose resignation is tendered and effective after the end of the school year, but before July 1<sup>st</sup>.
  4. The employee shall submit a check for the liquidated damages amount at the time of resignation.
- B. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.

### **18.03 Job Sharing**

- A. Definition: Job sharing is defined as a voluntary program to provide the opportunity for two or more employees to share a position which will be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works. Job sharing may be allowed for reasons such as child rearing, health (member or member's family), continuing education, semi-retirement, transition to other employment, or any other reason deemed appropriate.
- B. Approval: Job sharing must be approved by the District.
- C. Eligibility: In order to be eligible to participate in the job sharing program, applicants must:
  1. Agree to sign a one-year contract for the shared position.
  2. Agree to return to full-time status, or to be non-renewed, at the option of the District, in the event the shared position is eliminated or if one of the participants in the shared job is unable to continue in the shared assignment.
  3. Be certified to teach those subjects/grade levels involved in the shared job.
- D. Assignment: Shared job holders shall be assigned specific job responsibilities at the time the job sharing contract is signed. The list of job responsibilities shall minimally include, but not be limited to:
  1. A description of the job to be shared and the percent of full-time for which the contract is let, as well as the above provisions controlling salary, benefits, seniority, unemployment, etc.
  2. Allocation of preparation time and planning responsibilities between the job sharers.

3. Grade reporting requirements (if different than normal).
4. Faculty meeting and parent conference responsibilities.
5. Extra-duty assignments and compensation.
6. Any other unusual or unique working conditions which may be applicable.

E. Insurance Benefits

1. The District shall pay insurance premiums for each job sharer in an amount prorated in accordance to their full-time equivalency subject to the eligibility rules of the insurance carrier. The total provided shall not exceed an amount equal to the benefits for one full-time employee.

## **SECTION 19. REDUCTION IN FORCE**

### **19.01 Reduction in Force**

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*.

Reduction in force will be determined by the District based on the academic needs of the District.

## **SECTION 20. PROFESSIONAL COMPENSATION**

### **20.01 Professional Compensation**

The District, in its sole discretion, may place newly employed employees at a salary as it deems appropriate.

## **SECTION 21. PROFESSIONAL GROWTH**

### **21.01 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, as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, the teacher will make him/herself available during the contractual year and day to his/her colleagues for assistance, to the District for services beyond those specifically required as part of his/her individual contractual duties, and to the community as a valuable resource.

Staff members are required to pursue specific staff development course/program topics as determined by the district administrator or his/her designee. The specific staff development course(s) and/or program(s) to meet this requirement will be determined by mutual agreement between the staff member and the district administrator or his/her designee.

## **21.02 Mentoring**

Mentoring: The District's plan aligns to aligns to P134 including ongoing orientation, support and qualified mentors. Mentors will provide support to help new teachers succeed in the District.

The administration will identify qualified mentor candidates. If an invitation is extended to a teacher to become a mentor, the teacher may accept or decline the invitation. To be eligible to serve as a mentor, a teacher must have at least three years of successful teaching experience in the District. Mentors will be appointed for one year. However, a teacher may, without recrimination, resign as a mentor upon written notice to the District, and the administration shall have the right, upon written notice to the teacher, to terminate a mentor assignment at any time. Also, a mentee may request a mentor change by submitting a written request to his/her building principal. The District will promptly notify a mentee of a mentor change.

Any teacher who agrees to be a mentor shall, at no cost to the teacher, timely complete a District-approved mentor training program. Qualified teachers serving as mentors to initial educators new to the District shall devote at least 40 hours per year, including training time, to fulfill their assignments and shall be paid annual compensation equal to \$1,200. Qualified teachers serving as mentors to teachers who are professional educators but who are new to the District shall devote at least 30 hours per year, including training time, to fulfill their assignments and shall be paid annual compensation of \$1,000.

## **21.03 National Board Certification**

An employee who earns certification from the National Board for Professional Teaching Standards, or a Master Teacher designation if the National Board for Professional Teaching Standards is not available in the employee's certification area, shall be reimbursed up to \$1,000 for their expenses. This paragraph applies solely to the year in which the employee earns the relevant certification or designation.

# **SECTION 22. TEACHER EVALUATION**

## **22.01 Teacher Evaluation**

The Mequon-Thiensville School District seeks to employ and retain highly competent and productive personnel. A performance evaluation system has been established to support the District goal of providing high quality instruction to children. Teacher evaluations of teachers will be conducted annually. Please contact the Personnel Office for details of the teacher evaluation process.