2026-2027

School District of Black Hawk Employee Handbook

All Staff

This Handbook is provided as a reference document for the School District of Black Hawk's teachers and support staff. This Handbook is intended as a summary of the employment policies, procedures, rules, and regulations of the Board of Education of the School District of Black Hawk.

Contents:

Contents: 1
ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE POLICIES AND HANDBOOK 12
School District of Black Hawk 13
District Vision and Mission Statement 13
Our Vision 13
Our Mission 13
We Believe 13
About this Handbook 13
Disclaimer: 13
Employees Covered: 14
Definitions: 14
District Emergency Procedures 15
Security 15
EMPLOYMENT LAW 16
Equal Opportunity 16
Equal Opportunity Complaints 16
Fair Labor Standards Act 16
Family and Medical Leave Act 16
Immigration Law Compliance 17
Employee Harassment 17
GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS 18
District Expectations 18
Accident/Incident Reports 18
Attendance 18
Teacher Supervisory Duties 19
Attendance at Promotion or Graduation: 19
Special Events Attendance: 19
Bulletin Boards 19
Child Abuse Reporting 20
Communications 20

Electronic Communications: 20
User Responsibilities: 20
Limited Electronic Communication with Students: 21
Confidentiality 23
Conflict of Interest 23
Contracts and Conflict of Interest 24
Copyright 24
Criminal Background Checks 24
Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record 25
District Property 25
Drug-, Alcohol-, and Tobacco-Free Workplace 25
Prohibited Acts 25
Tobacco Products 26
Drug-Free Awareness Program 26
Reasonable Suspicion Testing 26
Additional Testing and Requirements 26
Notification of Conviction 26
Consequence for Violation 27
False Reports 27
Financial Controls and Oversight 27
Fraud and Financial Impropriety 27
Fraud Investigations 28
Gambling 28
Gifts and Sale of Goods and Services 28
Gifts 28
Sale of Goods and Services 28
Honesty 28
Investigations 29
Expectation of Cooperation 29
Investigation interplay with potential criminal conduct 29
Administrative Leave 29

Licensure/Certification 29
Nepotism 29
Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel 30
Allowances or Mileage Reimbursement 30
Notice of Traffic Violations 30
Commercial Driver's License (CDL): 30
Drivers 30
Personal Transportation Utilized for School Use 30
Outside Employment 30
Personal Appearance/Staff Dress Code 31
Personal Property 31
Liability 31
Search of Personal Effects 31
Personnel Records 31
Personnel – Student Relations 32
Physical Examination 32
Examination 32
Fitness for Duty 32
Political Activity 32
Position Descriptions 33
Severance from Employment 33
Solicitations 33
Student Code of Conduct and Handbook 34
Teamwork 34
Employee (Whistleblower) Protection 34
Complaint Procedure 34
Purpose 34
Anti-Retaliation 34
Work Spaces, Including Desks, Lockers, etc. 35
Work Made for Hire 35
Workplace Safety 35

Employee Safety 35
Protection of Staff 35
Reporting Requirement 35
Discrimination 36
Weapons Prohibition 36
Disaster Preparedness 36
Violence/Bullying in the Workplace 36
Definitions as Used Under this Section 36
Prohibited Behavior 37
Reporting Procedure 37
Investigation and Investigation Findings 37
Breastfeeding 37
Staff Use of Force to Maintain Student Discipline 38
MANAGEMENT RIGHTS 39
TEACHER RIGHTS 40
GRIEVANCE PROCEDURE 40
DEFINITIONS 40
PROCEDURE 41
Initial Filing 41
Discipline and Termination 41
Workplace Safety 42
Administrative Supervisors 42
District Administrator 42
Consolidation of Grievances 42
Hearings 43
Before the School Board 44
INSURANCE, LEAVES OF ABSENCE, FLEX PLAN 44
Insurance 44
WORKER'S COMPENSATION 45
Worker's Compensation Coverage and Reporting Responsibilities 45
Benefits While on Worker's Compensation 45

Injuries Not Covered by Worker's Compensation 45
Personal Leave 45
Emergency Days 46
Bereavement and Emergency Leave 46
Maternity Leave 47
Jury Duty Leave 47
Employee Notice 47
Payment for Time Out on Jury Duty 47
Other Leave 47
Part-Time Personnel 47
Unpaid Leave of Absence 47
Military 48
Unpaid Medical Leave of Absence: 48
Other Unpaid Leaves of Absences 49
Child Rearing Leave 49
Flex Plan (Cafeteria Plan) 51
PAY PERIODS 51
Annualized Payroll Cycle 51
School Year Employees: 51
Calendar Year Employees: 51
Payroll Dates 51
Direct Deposit Payment Method: 51
Definitions for Payroll Purposes Only 52
SALARY AND WAGE SCHEDULE 52
Wisconsin Retirement System (WRS) Contributions 53
Period Substitute Re-imbursement 54
Extra-Activity Pay Schedule 54
SCHOOL CALENDAR 54
WORK STOPPAGE 54
PART II - STAFF WITH INDIVIDUAL CONTRACTS UNDER 118.22 WIS. STATS AND PROFESSIONAL/EXEMPT NON-SUPERVISORY EMPLOYEE 54
DISCIPLINE, TERMINATION AND NONRENEWA L 54

Nonrenewal....54
Discipline and Termination....55
Representation....55
Disciplinary Materials....55
PROFESSIONAL HOURS/WORKDAY....55
Normal Hours of Work....55
Administratively Called Meetings....56
Staff Meetings....56
Other Administratively Called Meetings....56
Attendance at School Events....57
Consultation with Parents....57
Emergency School Closures....57
TEACHING HOURS AND CLASS LOAD....57
Elementary School preparation....58
PROFESSIONAL GROWTH....58
Requirement to Remain Cur rent....58
Attendance at Workshops and Meetings....58
Visitations....58
Teacher Supervision and Evaluation....59
General Provisions....59
Definitions under this section:....59
Evaluators....59
Evaluation Process – Conditions for Teachers....59
Basic Requirements....59
Acknowledgement of Receipt and Response....59
Copy of Evaluation Procedure....60
Intensive Support....60
Supervision and Evaluation of New-to-the-System Teachers....60
Professional Development....60
Frequency of Evaluation....60
New-to-the-system teachers will complete a goal setting plan each year....61

Initial Educator Professional Development Plan 61
Mentor for Initial Educator and a teacher new to the District (who holds a current Wisconsin teaching license) 61
Teacher Assignments, Vacancies and Transfers 61
Teacher Assignments, Vacancies and Transfers 61
Determination of Assignment 61
Assignment Preference Consideration 61
Job Posting 61
Process for Filling Vacancies 62
Involuntary Transfers 62
Employee Resignations 62
Summer School Assignments 62
Extended Contracts 62
REDUCTION IN FORCE, POSITIONS & HOURS 63
Reasons for Reduction in Force 63
Notice of Reduction 63
Selection for Reduction 63
Reduction in Hours Resulting in Nonrenewal 63
Reemployment Process 63
Reemployment Period 64
Reemployment Obligations – Employee 64
Termination of Reemployment Opportunities 64
Insurance Benefits Following Nonrenewal 64
Accrued Benefits during Reemployment Period 64
In-Service and Other Training 64
Sick Leave for Teachers 64
Teacher Absence and Substitutes 64
Sick Leave 64
Definitions 65
PROFESSIONA L COMPENSATION 66
Curriculum Planning Projects and Other Projects within the Scope of Employment 66
Teaching Load 66

INSURANCES 66
Dental Insurance 66
Health Insurance 67
Liability Insurance 67
Life Insurance 67
Long-term Disability 67
Sick Leave Payout for Employees at the End of a School Year 67
Sick Leave Payout for Employees Upon Resignation And Retirement 67
Sick Leave Payout (Other than Retirement) 67
Unused Sick Leave upon Voluntary Retirement 68
PART III – NON-EXEMPT STAFF WITHOUT INDIVIDUAL CONTRACTS UNDER § 118.22, WIS. STATS. 70
DISCIPLINE AND DISCHARGE 70
Discipline and Discharge 70
Representation 70
Disciplinary Materials 70
HOURS OF WORK AND WORK SCHEDULE 70
Letter of Appointment 70
Regular Workday and Starting and Ending Times 70
Regular Work Week 71
Part-time Employees 71
Additional Hours and Overtime - Approval and Assignment 71
Approval 71
Assignment 71
Pay Rate for Overtime 71
Compensatory Time Off 71
Lunch Period 72
Breaks 72
Hours Worked Break(s) and Lunch Period Scheduling 72
Attendance at Meetings 73
REDUCTION IN FORCE, POSITIONS & HOURS 73
Layoff Notice 73

Selection for Reduction – Steps 73
Attrition 73
Volunteers 73
Selection for Reduction/Layoff 73
Educational Needs of the District 73
Qualifications as established by the Board 74
Qualifications of the Remaining Employees in the Affected Job Category 74
Length of Service of the Employee 74
Reduction in Hours 74
Recall/Rehire Process Period 74
Recall Procedure 74
Termination of Recall Options 74
Insurance Benefits During Layoff 75
Accrued Benefits during Layoff 75
Other Employment during Layoff 75
ASSIGNMENTS, VACANCIES AND TRANSFERS 75
Job Posting 75
Interviews 75
District Ability to Select the Most Qualified Applicant 75
Involuntary Transfers 75
PAID VACATION 75
Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time Employees 75
Scheduling of Vacation 76
Payment upon Termination/Transfer to a Position Not Eligible for Vacation 76
Holidays during Vacation 76
H O L IDA YS 77
Holidays Defined 77
Secretarial 77
Secretarial (.5 FTE) 77
Custodial 77
Food Service, Aides, & Transportation 77

Holidays Falling on Weekends 77
Holidays Falling on Student Contact Days 77
Eligibility for Holiday 77
Holidays during Vacation 77

Payout for Employees Upon Resignation And Retirement 78
Sick Leave Payout (Other than Retirement) 78
Unused Sick Leave upon Voluntary Retirement 78
JOB RELATED TRAINING AND LICENSURE 80
In-Service Training 80
EMPLOYEE EVALUATIONS 80
Evaluation 80
Procedures and Instruments 80
Frequency 80
Receipt of Evaluation 80
Comments, Disputes 80
Evaluators 80
RESIGNATION FROM EMPLOYMENT 81
Termination of Employment 81
INSURANC ES 81
Health Insurance 81
Eligibility 81
Commencement and Termination of Benefits 81
Premium Contributions 81
Life Insurance 82
Long-Term Disability 82
PART IV – CO-CURRIULAR STAFF 82
C O-CURRICULAR ASSIGNMENTS 82
Assignment 82
Payments 82
Work Schedule 82

Evaluation of Co-Curricular Assignments 83
Volunteers 83
APPENDIX A 84
APPENDIX B 85
APPENDIX C 85
Black Hawk Extra-Curricular Position Schedule 85
Hourly: ..... **Error! Bookmark not defined.**
APPENDIX D 86
Employee Accident/Injury Report ..... **Error! Bookmark not defined.**
APPENDIX E: EMPLOYMENT POSTERS / NOTICES 89
APPENDIX F: FMLA POSTER 91
APPENDIX G: NOTICE OF PRIVACY PRACTICES 92

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE POLICIES AND HANDBOOK

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

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

I understand that my employment is at will and my employment may be terminated at any time for any reason, with or without cause and with or without notice, at the option of the District or at my option unless my employment is covered by an individual contract under Wis. Stats. 118.22 or Wis. Stats. 118.24. I understand that the only basis on which my employment at will status can be changed is if I have an individual written employment agreement approved by the School Board or am covered by a collective bargaining agreement, either of which contains provisions that provide that I am not an at will employee. I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any).

I understand that I must sign and date a copy of this receipt and return it to the district office by the end of the third full day of work for the 2026-2027 contract year. Failure to do so may result in my immediate termination.

I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation. My signature on this form or my verification via Employee Access is acknowledgement that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

Employee Signature: (The signature is secured by the use of Skyward Employee Access)

Print Employee Name: _____

Date: _____

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

School District of Black Hawk

PO Box 303 / 202 E. Center Street
South Wayne, WI 53587
Phone: (608) 439-5400
Fax: (608) 439-1022
Website: http://www.blackhawk.k12.wi.us/

District Vision and Mission Statement

Our Vision

Providing quality education - Building solid citizens

Our Mission

Our goal is to foster and facilitate a positive learning environment to provide the best possible education for all students.

We Believe

- Students, family, staff, and community all share responsibility for learning.
- All individuals have the ability to learn.
- Our school challenges each individual to strive for his/her personal best.
- Opportunities should be provided for each individual's learning style.
- Education enables individuals to become responsible, contributing members of society.
- Life-long learning is fostered.
- Our school must have a positive atmosphere of learning in which all individuals feel physically and emotionally secure.
- Every person counts.
- Small class sizes offer personalized opportunities
- A balanced education in all areas includes academics, technology, foreign language, athletics, and the arts.
- Continuing staff development must be encouraged.

About this Handbook

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, a contract between the District and any one or all of its employees are 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. In case of a direct conflict between this *Handbook*, rules, regulations or policies of the Board and any specific provisions of an individual contract, the individual contract or collective bargaining agreement shall control. This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and

standards of the District; however, this *Handbook* should not be considered all inclusive. 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 School District of Black Hawk Board of Education.

Employees Covered:

This *Handbook* is provided as a reference document for the School District of Black Hawk's employees.

Definitions:

A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. And other supervisory administrative personnel designated by the District.

B. Management Employees: Management Employees are defined as at will employees in two categories; supervisory management and confidential management.

C. Casual Employees: Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.

D. Discipline: Discipline is defined as a suspension [unpaid or paid], or a written reprimand.

E. Regular Employees: Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.

F. Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. For example, a summer school employee is defined as an employee who is hired to work for the District during the summer school session.

1. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.

2. Seasonal employees performing non-exempt duties shall be paid as determined by administration.

G. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence.

H. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.

I. Teacher: Teachers are defined as persons hired under a contract under § 118.22, Wis. Stats.

J. Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.

K. Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, "termination" shall not include voluntary retirement, voluntary resignation or a nonrenewal of contract under § 118.22, Wis. Stats, § 118.24, Wis. Stats., separation from employment as a result of a reduction in force or a non-reappointment of an extra-curricular assignment.

L. School Year: July 1 of a calendar year through June 30 of the following calendar year.

M. Prep Time: A period when a teacher does not have an assigned teaching responsibility. Prep Time would include lesson planning, meeting with students or parents/guardians, grading, schoolwork, making phone calls to parents, maintaining student records, ordering supplies and other activities related to teaching.

District Emergency Procedures

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

The District calling tree will be employed on occasions when personal communication is preferred. Skylert will be employed to notify staff of school closures due to weather or other circumstances

Local television and radio stations will also be notified by 6:30 a.m. or as soon as practicable.
Please check the following if you do not receive a phone call or an email.

Television: Channels WISC TV Channel 3, WKOW TV Channel 27, WMTV Channel 15
Radio Stations: WEKZ 93.7
Skylert notification system will also be employed

Employees are encouraged to monitor these TV and radio stations.

Security

If an armed intruder/active shooter is suspected of being in the building push the nearest WAVE button and use techniques learned during ALICE training to protect yourself and others.

In the case of a medical or other emergency that needs immediate action from emergency personnel**,** call 9-1-1, and then inform your immediate supervisor as soon as practical.

In case of any other type of emergency call:
Principal: Cory Milz 608-439-5400, ext. 103, or Cell: (608) 426-4085
Or
Superintendent: Bob Llyod 608-439-5400, ext. 108, or Cell: (920) 960-1647

EMPLOYMENT LAW

Equal Opportunity

The School District of Black Hawk shall not discriminate against an employee or applicant for employment on the basis of sex, race, color, religion, national origin, ancestry, creed, sexual orientation, pregnancy, marital or parental status, or physical, mental, emotional or learning disability/handicap, military service, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political or religious affiliation, use or nonuse of lawful products off the employer's premises during 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 basis protected by state or federal law. Reasonable accommodations shall be made for qualified individuals with a disability or handicap, unless such accommodations would impose an undue hardship to 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.

Complaints regarding the interpretation or application of this policy shall be referred to the administrative staff and processed in accordance with established procedures.
See School Board Policy 1422

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.
See School Board Policy 1422

Fair Labor Standards Act

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

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/regs/compliance/posters/fmlaen.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.

E. 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).

Immigration Law Compliance

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

Employee Harassment

The School District of Black Hawk is committed to maintaining and ensuring a working environment that is free of harassment or intimidation toward employees. The District will not tolerate any form of illegal harassment, including sexual harassment, and will take all necessary and appropriate action to eliminate it, up to and including discipline of the offenders. Harassment refers to physical or verbal conduct, or psychological abuse, by any person who disrupts or interferes with a person's work performance, or which creates an intimidating, hostile or offensive work environment. Harassment may be student to staff, staff to staff, male to female, female to male, female to female, or male to male. Harassment may include, but is not limited to, the following:

1. Verbal harassment, including epithets, kidding, derogatory comments, slurs or ethnic jokes;
2. Physical interference with movement, activities or work;
3. Visual harassment, including derogatory cartoons, drawings or posters; and
4. Sexual harassment, which is defined as any deliberate, repeated or unwanted verbal or physical sexual contact, sexually explicit derogatory statements, or sexually discriminating remarks that are offensive or objectionable to the recipient or which causes the recipient discomfort or humiliation or which interferes with the recipient's work performance. Sexual harassment can take the form of any unwanted sexual attention, ranging from leering, pinching, patting, verbal comments, display of graphic or written sexual material and subtle or expressed pressure for sexual activity. In addition to the anxiety caused by sexual demands on the recipient, sexual harassment may include the implicit message from the alleged offender that noncompliance will lead to reprisals. Reprisals may include, but are not limited to: the possibilities of harassment escalation, unsatisfactory work evaluations, difference in work treatment, sarcasm, or unwarranted comments to or by peers. It is further the policy of the District that a sexual relationship between staff and students is not permissible in any form or under any circumstances, in or out of the school/workplace, in that it interferes with the educational process and involves elements of coercion by reason of the relative status of a staff member. Any individual who

believes he/she has been subjected to harassment by any other person should report the incident to the building principal/designee or immediate supervisor. It is the intent of the District to create an atmosphere where complaints and alleged complaints will be treated fairly and quickly. If an employee is not comfortable with making a complaint to the principal/designee or immediate supervisor, the complaint may be made to any other adult employee. The employee will report the complaint to the appropriate principal/designee, supervisor or the District Administrator. The District Administrator shall establish a written procedure for responding to complaints. The procedure shall include a means for the complainant to appeal decisions to the Board of Education. This policy and complaint procedure will be made available to all District employees on an annual basis. The District forbids retaliation against anyone who has reported harassment or cooperates in a harassment investigation. However, the District requests that all complaints will be made in good faith and based on a reasonable belief that a student or employee has been harassed.
See School Board Policy 1422/2266

GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

District Expectations

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

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

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

Accident/Incident Reports

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately.

Reports should cover property damage as well as personal injury. A completed accident report form, which may be found in the School District of Black Hawk office, must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Bookkeeper in the District office.

Attendance

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

times designated by the employee's building administrator and as further specified in other parts of this Handbook. Any deviation from assigned hours must have prior approval from the employee's building administrator.

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

Teacher Supervisory Duties

Attendance at Promotion or Graduation:

All teachers (counselors, special education teachers, and classroom teachers) will be required to attend either promotion or graduation (each staff member will need to choose/specify).
If you have a significant event on one of those nights, notification of administration is mandatory.
If you have a significant event on both nights, a form will be provided for staff to be excused. Teachers who have a co-curricular conflict, have pre-approved coursework to attend, or a significant event may be excused at the discretion of the District Administrator or Principal. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the event. Final approval will be at the discretion of the administration.

Special Events Attendance:

Elementary – Classroom teachers will be expected to attend with their class, even if it is during the staff members prep. Specials staff will be expected to attend at times when they have classes scheduled with elementary students.
Middle School/High School - If an event for MS/HS students is scheduled during your prep you will be asked to attend the event. Specials staff will be expected to attend at times when they have classes scheduled with middle school/high school students.
If any staff member goes below 225 minutes of prep per week and chooses to submit a time sheet, the district will pay the period sub rate.

.

Bulletin Boards

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

Child Abuse Reporting

Any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below.

A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel, the Lafayette or Green County Social Service Department, and/or any other applicable protective agency in Lafayette or Green County, of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

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 core software programs and technology resources.

Electronic Communications:

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.

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.

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 the principal and District administration. External electronic storage devices are subject to monitoring if used with District resources.

User Responsibilities:

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

The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.

The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.

Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.

A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.

A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.

Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student. For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization.

The following definitions apply for purposes of this section on Electronic Communication with Students:

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

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:

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).

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.

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.

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.

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.

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.
c. confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses.
d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

Retention of Electronic Communications and other Electronic Media:
The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. Employees who create pupil records via email need to ensure that pupil records are retained for the period of time specified by the pupil records law. For this reason, the District heavily discourages the use of email as the means to communicate about individually identifiable students.

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.

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:
a. Confidentiality of student records.
b. Confidentiality of other District records, including educator evaluations and private email addresses.
c. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
d. Prohibition against harming others by knowingly making false statements about a colleague or the District.
e. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
f. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.

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.

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.

Confidentiality

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

Conflict of Interest

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District.

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

Contracts and Conflict of Interest

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

Copyright

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

Criminal Background Checks

All applying for a position are required to file in writing, in advance of employment on forms provided by the District, a statement identifying whether the applicant: A. Has been convicted of any misdemeanor or felony in this state or any other state or country; B. Has been dismissed or non-renewed, or has resigned from employment in lieu of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District’s performance expectations, incompetence, inefficiency, neglect of duty, immoral conduct, unprofessional conduct or insubordination. Knowingly falsifying information or omitting requested information shall be grounds for termination of employment, or refusal to consider for hire. Additionally, all persons applying for any position shall be required to:

1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information; and
2. Supply a fingerprint sample if required and submit to criminal history records checks. Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks. The Board shall only consider an applicant’s criminal record to the extent the circumstances of the conviction are substantially related to the circumstances of the particular job.

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

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

A. crimes involving school property or funds;

B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;

C. crimes that occur wholly or in part on school property or at a school-sponsored activity;

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

E. a misdemeanor which violates the public trust.

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

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

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 and the key fob for building entry. District equipment borrowed for short term use should be returned the first work day after project completion.

Drug-, Alcohol-, and Tobacco-Free Workplace

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

Prohibited Acts

Drugs and Alcohol: The manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities.

Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school sponsored trips. In addition, the District prohibits an employee from engaging in the manufacture, distribution, dispensation, possession, or use of illegal drugs, controlled substances or unauthorized prescription medication at any time and in any location, even where the employee is not on District premises or on work time. Any employee who violates the District's Drug and Alcohol Policy may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.

Tobacco Products

Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.

Drug-Free Awareness Program

As required by the Federal Drug Free Workplace Act, the District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if applicable) employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. § 702(a) (1)

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.

Additional Testing and Requirements

Employees required to possess a commercial driver's license will be required to undergo any drug testing required by relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the "Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures."

Notification of Conviction

As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. Drug-Free Workplace Act, 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law

enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

Consequence for Violation

Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions, up to and including termination from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District's policies and rules is mandatory and is a condition of employment. In its sole discretion, the District may allow an employee to undergo evaluation for alcoholism or drug addiction and successfully complete any recommended treatment, in lieu of termination.

False Reports

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

Financial Controls and Oversight

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

Fraud and Financial Impropriety

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

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

1. Forgery or unauthorized alteration of any document or account belonging to the District;
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document;
3. Misappropriation of funds, securities, supplies, or other District assets, including employee time;
4. Impropriety in the handling of money or reporting of District financial transactions;
5. Profiteering as a result of insider knowledge of District information or activities;
6. Unauthorized disclosure of confidential or proprietary information to outside parties;
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District;
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. See Gifts section of Handbook.
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
10. Failure to provide financial records required by state or local entities;
11. Failure to disclose conflicts of interest as required by law or District policy;

12. Disposing of District property for personal gain or benefit and,
13. Any other dishonest act regarding the finances of the District.

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.

Gambling

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

Gifts and Sale of Goods and Services

Gifts

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

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

Sale of Goods and Services

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

Honesty

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

Investigations

Expectation of Cooperation

In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired about, subject to the provisions in paragraph "B", below. Employees failing to volunteer such information shall receive a directive from an administrator to provide the requested information. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.

Investigation interplay with potential criminal conduct

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

Administrative Leave

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

Licensure/Certification

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

Nepotism

Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District, except that the District may refuse to hire or promote a person into a position when the position will report to an individual who is the spouse of the person considered for hire or promotion, or when the position will report to an individual with whom the person has a relationship by affinity or consanguinity. In addition, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.

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

Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such

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

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

Allowances or Mileage Reimbursement

All employees who drive a District street vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must undergo an annual driver's license record check.

Notice of Traffic Violations

All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation, including citations or convictions resulting from the operation of a personal vehicle. Supervisors receiving such notice will immediately notify the District Administrator. Payment of any citations received while driving a District vehicle is the responsibility of the driver.

Commercial Driver's License (CDL):

In addition to the notice requirements in paragraph A, above, and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.

Drivers

All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. See Wis. Stats. § 121.52(2).

Personal Transportation Utilized for School Use

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

All transportation will be done in accordance with Board policy.

Outside Employment

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere

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

Personal Appearance/Staff Dress Code

District employees are judged not only by their service but also by their appearance. It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. Remember, to our students, parents and the public, employees represent the District. The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

Personal Property

Liability

The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.

Search of Personal Effects

Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to, automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

Personnel Records

An employee shall have the right to review certain personnel documents, upon request and consistent with the timelines and content limitations specified in Wis. Stat. § 103.13, at least two times per calendar year, while in the presence of the administrator or his designee. The employee is entitled to examine any personnel documents which are used or which have been used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, termination or other disciplinary action, and certain medical records. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those documents. No personnel documents may be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents permitted to be reviewed pursuant to Wis. Stat. § 103.13, except those delineated in § 103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy. An employee who is involved in a current grievance against the District may designate in writing a representative of the employee's union,

collective bargaining unit or other designated representative to inspect the records which have a bearing on resolution of the grievance. After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

Personnel – Student Relations

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace. The Board fully supports the right and desire of teachers to maintain a proper disciplinary atmosphere in all classrooms. The Board further realizes that this is necessary if students and teachers are to realize maximum effectiveness in the cooperative goals of educational excellence.

Physical Examination

Examination

Upon initial employment a Tuberculosis test shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Freedom from tuberculosis in a communicable form is a condition of employment. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.

Fitness for Duty

The District may require a physical and/or mental examination at the expense of the District where the District has a reasonable doubt concerning the current ability of the employee to perform the duties of his or her job, consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination. Please refer to District.

Political Activity

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

A. No school employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private

conversations with non-students or in other personal activities that address, for example, political topics.

B. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a "political purpose" includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.

C. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District's policies regarding facilities use by third parties.

D. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

E. This section does not apply to the provision of information by school employees in connection with any election, referendum or legislation where authorized by the school board or District Administrator and where consistent with legal limitations on the use of public funds and school District resources.

Position Descriptions

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

Severance from Employment

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

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

Solicitations

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

Student Code of Conduct and Handbook

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

Teamwork

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are:
A. Getting to know co-workers and their capabilities.
B. Helping to create a respectful, pleasant, caring and enjoyable work atmosphere.
C. Making use of District technology to effectively communicate with all employees in the District.
D. Making use of District technology in order to perform all job functions well. Teamwork is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District's mission, and is a requirement for all District employees.

Employee (Whistleblower) Protection

Complaint Procedure

If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.

Purpose

It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

Anti-Retaliation

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

Work Spaces, Including Desks, Lockers, etc.

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

Work Made for Hire

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

Workplace Safety

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

A. Location of fire alarms;
B. Location of fire extinguishers;
C. Evacuation routes; and
D. 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.

Employee Safety

All employees are required to use all safety equipment, including personal protective equipment (PPE), as directed by the district and/or their direct supervisor. Employees are also required to follow all manufacturer and material safety data sheet safety guidelines when products and materials are used on school property and on school-approved trips.

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.

A. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
B. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.

Reporting Requirement

An employee shall report in writing all cases of accident or injury incurred in the performance of duties, on school property, or at school activities, to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken. Employees

shall also report, in writing, each accident and/or injury involving a student, employee or school visitor that he/she witnesses. In addition, all employees are expected to report any unsafe practices or conditions affecting persons, property or equipment.

Notification of Safety and Health Standards: Section 101.55 of the Wisconsin statutes requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore, the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.

Discrimination

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under Part I, section 5 of this *Handbook* and District Policy Board Policy 1662 & 3662 to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. *See* WIS. STAT. § 101.055; Public Employee Safety and Health, *available at* http://dsps.wi.gov/sb/docs/sb-PubSectSafEmployeePoster9301.pdf

Weapons Prohibition

Firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes dangerous weapons and firearms in vehicles on school property. Law enforcement officers who are acting in their official capacities are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS.STAT. §§, 120.13(1), 941.235, 948.60, 948.605, 948.61.

Disaster Preparedness

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

Violence/Bullying in the Workplace

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

Definitions as Used Under this Section

A. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
B. Threat: A communicated intent to inflict physical or other harm on any person or property.
C. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.

D. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.

Prohibited Behavior

Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
A. Assault or battery.
B. Blatant or intentional disregard for the safety or well-being of others.
C. Commission of a violent felony or misdemeanor.
D. Dangerous or threatening horseplay or roughhousing.
E. Direct threats or physical intimidation.
F. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
F. Physical restraint, confinement.
G. Possession of weapons of any kind on District property.
H. Stalking.
I. Any other act that a reasonable person would perceive as constituting a threat of violence.

Reporting Procedure

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

A. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/her from immediate harm, such as leaving the area.

B. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible and complete a Workplace Incident Report Form. An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

Investigation and Investigation Findings

The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

Breastfeeding

Upon request, the District shall provide a reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has the need to

express the milk. For members of the professional teaching staff, "reasonable break time" generally means periods during the day when they are not engaged in instruction with students. Furthermore, the District shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Preferably, the space should have an electrical outlet for use by the employee.

Non-exempt employees under the Fair Labor Standards Act shall not be compensated for any break taken for the purpose of expressing milk, unless such break would otherwise be compensable. As a general matter, "non-exempt" employees are those who receive overtime if they work more than 40 hours in any week. Non-exempt employees shall not engage in any work-related activities during breaks used to express milk.

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

Staff Use of Force to Maintain Student Discipline

A. Corporal punishment and staff use of reasonable and necessary force to maintain student discipline.
   1. Staff is prohibited from using corporal punishment on students. "Corporal punishment" means the intentional infliction of physical pain which is used as a means of discipline. "Corporal punishment" includes, but is not limited to, paddling, slapping or prolonged maintenance of physically painful positions, when used as a means of discipline. "Corporal punishment" does not include actions consistent with an individualized education program or reasonable physical activities associated with athletic training.
   2. Staff may use reasonable and necessary force for the purposes described below. The use of reasonable and necessary force for such purposes is not prohibited corporal punishment:
      a. To quell a disturbance or prevent an act that threatens physical injury to any person.
      b. To obtain possession of a weapon or other dangerous object within a student's control.
      c. For the purpose of self−defense or the defense of others under § 939.48 Wis. Stat.
      d. For the protection of property under § 939.49 Wis. Stat.
      e. To remove a disruptive student from a school premises or motor vehicle, or from school−sponsored activities.
      f. To prevent a student from inflicting harm on himself or herself.
      g. To protect the safety of others.
      h. Staff may use incidental, minor or reasonable physical contact designed to maintain order and control.
B. Staff is prohibited from conducting a strip search of any student.
C. Seclusion and Physical Restraint of Students
   1. Staff is prohibited from using seclusion as a means to discipline students or control student conduct except where authorized in advance by the administration and then only in a manner consistent with state law (§ 118.305 Wis. Stat.). "Seclusion" means the involuntary confinement of a student, apart from other students, in a room or area from which the student is physically prevented from leaving.
   2. Staff is prohibited from using physical restraint as a means to discipline students or control student conduct except where authorized in advance by the administration or in the case of an emergency as described below and then only in a manner consistent with state law (§ 118.305 Wis. Stat.). "Physical restraint" means a restriction that immobilizes or reduces the ability of a student to freely move his or her torso, arms, legs, or head.

a. Except as is provided in subsection b, below, no employee may use physical restraint unless that employee has received training in the use of physical restraint as required by state law (§ 118.305(6) Wis. Stat.).

b. Staff who has not received training in the use of physical restraint may use physical restraint on a student at school only in an emergency and only if staff trained in the use of physical restraint under is not immediately available due to the unforeseen nature of the emergency.

3. Nothing in this section prohibits staff from doing any of the following at school if the student is not confined to an area from which he or she is physically prevented from leaving:

a. Directing a student who is disruptive to temporarily separate him or herself from the general activity in the classroom to allow the student to regain behavioral control and staff to maintain or regain classroom order.

b. Directing a student to temporarily remain in the classroom to complete tasks while other students participate in activities outside the classroom.

c. Briefly touching or holding a student's hand, arm, shoulder, or back to calm, comfort, or redirect the student.

MANAGEMENT RIGHTS

The Board of Education, on its own behalf, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law, rules, and regulations to establish the framework of school policies and projects including, but without limitation because of enumeration, the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
B. To employ and re-employ all personnel and, subject to the provisions of law or State Department of Public Instruction regulations, determine their qualifications and conditions of continuing employment, or their dismissal or demotion, their promotion and their work assignment;
C. To establish and supervise the program of instruction. To make the necessary assignments for all programs including those of an extra-curricular nature that, in the opinion, of the Board, benefits students;
D. To determine means and methods of instruction, selection of textbooks and other teaching materials and the use of teaching aids.
E. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal agency decisions or orders.
F. To introduce new or improved methods or facilities.
G. To take whatever action is necessary to carry out the functions of the school system in situations of emergency.
H. The right to contract or subcontract for goods, services or work that is deemed desirable by the Board or the Administrator.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Wisconsin Statutes, Section 111.70 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 Constitution and the laws of the United States.

The Board and Association understand and agree that this article does not describe any rights of employees or the Association. Accordingly, employees and Association agree not to base any charge of a contract violation in grievance arbitration or any other forum solely on this article.

TEACHER RIGHTS

A. The teachers and association shall have and enjoy all of the rights and privileges granted to them by the Wisconsin Statutes and the Constitution of the United States of America.
B. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
C. The provisions of the handbook respective to wages, hours and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, or marital status.
D. Nothing contained in this handbook shall require any teacher to be a member of or participate in any association, labor organization, employee agency or representative plan.
E. All observations and formal evaluation of the performance of a teacher will be conducted openly and with full knowledge of the teacher.
F. All reports, positive or negative in nature, shall be submitted to any teacher prior to entrance in the central office personnel file of the teacher.
G. No evaluation or report will be used as evidence of non-renewal or dismissal unless it has first been submitted to the teacher.
H. The teacher shall have the right to submit a written answer to such material and his answer shall be reviewed by the District Administrator or his designee and attached to the file copy.
I. The District agrees to protect the confidentiality of personal references, academic credentials, and other documents delineated in section 103.13(6), Wisconsin Statutes, by restricting their use to authorized personnel.

GRIEVANCE PROCEDURE

Grievances may be filed in accordance with the procedures described in this document with respect to termination, discipline or workplace safety. A grievance may be initiated by any employee, and an employee may be represented at all stages of the grievance procedure by a representative of his or her choice (at his or her expense).

DEFINITIONS

1. Grievance: A complaint arising from termination, discipline or workplace safety.
2. Bifurcation: Splitting the case into more than one element to deal with issues independently. Example: If a grievance has a timeliness issue, it may be addressed prior to the issue being grieved.
3. Consolidation: For multiple grievances which relate primarily to the same subject matter or issue, the joinder of the grievances for procedural and hearing purposes.
4. Days: Calendar days (unless otherwise specifically stated herein). The time limits provided for are substantive, and a grievant failure to process a grievance within the relevant time limits shall be deemed a waiver and settlement of the grievance unless, if mutually agreed upon by both parties in writing, time limits are waived or extended.
5. Employee: Any employee of the District.
6. Discipline: Suspension (either paid or unpaid) or a reprimand that is placed in the personnel file.

Employee discipline does not include, for example, any of the following:

- letters of performance expectations;
- performance improvement plans;
- evaluations or performance reviews of employees;
- transfers;
- changes in job assignments; or
- placement on paid administrative leave such as during an investigation pending a decision leading to discipline.

7. Termination: Involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board or its designee. Termination results in involuntary separation with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. "Termination" shall not include, for example, voluntary retirement, voluntary resignation or a nonrenewal of contract under § 118.22, Wis. Stats, § 118.24, Wis. Stats. or a non-reappointment of an extra-curricular assignment.
8. Workplace Safety: A violation of a state or federal regulation on health or safety standards in the workplace that is applicable only to the safety of an employee or employees and not the endangerment of property. The following guidelines apply to potential grievances over workplace safety:
    - A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
    - The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).
    - The grievance must be filed by the affected employee (i.e., one employee may not file on behalf of another).
    - The individual filing the grievance must propose a specific remedy.
    - The issue and proposed remedy must be under the reasonable control of the District.

PROCEDURE

Employees are encouraged to attempt to resolve disputes informally with their immediate supervisor. However, informal attempts to resolve disputes shall not impact the timeliness requirements of the grievance process in the absence of mutual written agreement.

Initial Filing

Discipline and Termination

In cases of termination or discipline, the employee must file his or her grievance in writing with the District Administrator within ten (10) days of the date the notice of termination or discipline, was sent or given.

The District Administrator shall meet with the grievant and/or the grievant's designated representative within ten (10) days after receiving the written grievance. This meeting can take place virtually or in person. The District Administrator shall respond in writing to the written grievance within ten (10) days of the meeting or, if the District Administrator determines that further investigation is warranted, at a later date. If further investigation is warranted, the District Administrator shall notify the grievant in writing of the investigation within ten (10) days of the meeting.

If the grievant is not satisfied with the written response, the employee must request in writing a hearing

within ten (10) days of the date that the response was sent or given. If no written response is provided in the above timeframe, the employee must request in writing a hearing within fifteen (15) days of the meeting with the District Administrator or, if the District Administrator has notified the employee of a further investigation, within ten (10) days after the response to the grievance is sent or given. The request for a hearing shall be filed with the District Administrator (or, if the District Administrator is the grievant, with the Chair).

Workplace Safety

For issues pertaining to workplace safety, the employee must first bring the safety concern to his or her immediate supervisor in writing within ten (10) days of the date on which the issue arises. The supervisor shall respond to the concern in writing within ten (10) days.

If the employee is not satisfied with the response, the employee shall file his or her grievance in writing with the District Administrator within five (5) days of the date the supervisor's response was sent or given or, if no written response is received from the employee's immediate supervisor, within fifteen (15) days of the date of the filing of the concern with the immediate supervisor.

The District Administrator shall meet with the grievant and/or the grievant's designated representative within ten (10) days after receiving the written grievance. The District Administrator shall respond in writing to the written grievance within ten (10) days of the meeting or, if the District Administrator determines that further investigation is warranted, at a later date. If further investigation is warranted, the District Administrator shall notify the grievant in writing of the investigation within ten (10) days of the meeting.

If the grievant is not satisfied with the written response, the employee must request in writing a hearing within ten (10) days of the date that the response was sent or given. If no written response is provided in the above timeframe, the employee must request in writing a hearing within fifteen (15) days of the meeting with the District Administrator or, if the District Administrator has notified the employee of a further investigation, within ten (10) days after the response to the grievance is sent or given. The request for a hearing shall be filed with the District Administrator (or, if the District Administrator is the grievant, with the Chair).

Administrative Supervisors

In the event an administrative supervisor has a grievance, he or she shall file the initial grievance, whether the grievance pertains to termination, discipline or workplace safety, with the District Administrator, who shall process the grievance utilizing the same timelines and procedures as are set forth above for grievances from other employees grieving discipline or termination.

District Administrator

Grievances by the District Administrator shall be filed with the Chair of the School Board's Negotiations Committee, and the Committee shall exercise the same functions as are exercised by the District Administrator for grievances filed by other employees. The same timelines and procedures as are set forth above for grievances from other employees grieving discipline or termination shall apply except that, if the District Administrator is not satisfied with the Committee's written response, the request for a hearing shall be filed with the Chair.

Consolidation of Grievances

In the event more than one employee files a grievance related to the same facts or subject matter, the grievances may be consolidated at the discretion of the District Administrator (or, if the District

Administrator is the grievant, at the discretion of the Chair).

Hearings

Before Impartial Hearing Officer

Within thirty-five (35) days after the District Administrator or Chair receives the hearing request or the next regular Board meeting, whichever is later, the School Board shall appoint an impartial hearing officer to hear the grievance. The Board shall select the hearing officer in accordance with the following guidelines:

- The hearing officer shall be impartial.
- The hearing officer shall be (1) an attorney who is licensed to practice in the State of Wisconsin; or (2) a current or former school administrator who is familiar with procedures for conducting a fair and impartial hearing.
- The hearing officer must be available to hear the case and render a decision in a timely manner.
- The hearing officer may not be an employee of the District.
- The hearing officer must agree to comply with all relevant laws covering personnel and student records.

After consulting with the parties about their availability, the hearing officer shall set a hearing date and inform the parties of same. The initial hearing shall be held in a timely manner after appointment of the hearing officer.

The hearing officer shall conduct the hearing impartially in such a manner as he or she deems best calculated to ascertain the validity of the grievance. The District Administrator (or, if the District Administrator is the grievant, the Chair) may request bifurcation of the grievance if timeliness or other issues not relating to the merits of the case are in question. A record shall be made of the hearing in such form as the hearing officer determines is appropriate but shall, at a minimum, include the following:

- an audiotape of the hearing or a transcript prepared by a court reporter; and
- all written materials presented at the hearing.

The hearing officer will abide by the following guidelines:

1. Rules of evidence and procedure as applicable in civil and criminal cases do not apply. (Example: A witness may share what he/she heard, even if such statements could be considered “hearsay” in other legal proceedings.)
   The scope of authority is limited to the issue in question of the specific case.

The hearing officer shall have the authority, after having heard whatever evidence he or she deems sufficient, to act as follows:

a. Uphold the termination of the employee.
b. Uphold the discipline imposed on the employee.
c. Reduce the original penalty.
d. Dismiss the grievance.
e. In workplace safety cases, if the hearing officer determines that a safety hazard exists, the hearing officer may enter such orders as are reasonably necessary to remedy the safety hazard or, if the hearing officer determines that no safety hazard exists, may dismiss the grievance.
f. In discipline and termination cases, if the hearing officer determines, based on an arbitrary and capricious standard, that the evidence does not support the disciplinary action taken or the termination, any of the following may be ordered:
    - reinstatement of the employee;

- payment and/or reimbursement for all or part of the employee's salary and benefits;
- placement in the employee's personnel file of a letter indicating that the disciplinary action was reversed and that the specific charge should not be considered in any future actions; and/or
- expunction from an employee's personnel file of all material relating to the termination or discipline.

g. The hearing officer's decision shall be in writing and shall be sent by first class mail to the grievant and the District Administrator or Chair and representatives for the grievant and District, if any.

The grievant or, on behalf of the District, the District Administrator or Chair of the Personnel Committee, may appeal the hearing officer's decision to the School Board. Any appeal of the hearing officer's decision shall be made in writing within fifteen (15) days of the date of the hearing officer's written decision.

Before the School Board

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing.

The Board shall provide a decision on the grievance within thirty-five (35) days after the hearing. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

The decision shall be sent by first class mail to the employee, the District Administrator or Chair, and their representatives, if any.

See School Board Policy 3340 & 4340

INSURANCE, LEAVES OF ABSENCE, FLEX PLAN

Insurance

Compliance Authority: The District may, in its sole discretion, make changes to health insurance, including, but not limited to, health benefits, eligibility standards, coverages, and contribution levels in order to comply with the Patient Protection and Affordable Care Act (ACA) and applicable federal and state agency rules and regulations regarding the implementation of the ACA. Such actions may also be implemented in order for the District to comply with regulatory provisions of the Internal Revenue Service (IRS), e.g. non-discrimination in benefits provisions [IRC 105(h), IRC 125], and to minimize tax liability for the district and/or the benefit recipient underneath such regulatory provisions.

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

Each full-time employee will qualify for benefits from the health insurance policy selected by the Board. The Board retains the right to select and determine the coverages and plan design. The Board will pay eighty-eight percent (88%) of the monthly premium for the lowest cost family policy and eighty-eight percent (88%) of the monthly premium for the lowest cost single policy. Employees shall be responsible for the remaining premium contribution based upon the plan selected. Part-time employees contracted fifty percent (50%) or more shall receive pro-rated health insurance contributions as a percentage of the

District's full contribution to a full time teacher based upon the employee's percentage of full-time equivalency.

For those who choose to participate, the Board will pay the full cost of the monthly premium of a group life insurance program. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board of Education.

Each full-time employee will qualify for benefits from the Dental insurance policy carried by the employees and the Board. The Board will pay eighty-eight percent (88%) of the family and single policies for the term of the contract. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board of Education.

For those who choose to participate, the Board will pay the full cost of LTD insurance. Coverage will include scheduled monthly benefit of ninety percent (90%) of gross salary with a sixty (60) calendar day with interruption waiting period. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board of Education.

A copy of the insurance policies for each year will be on file in the District Administrator's office.

WORKER'S COMPENSATION

Worker's Compensation Coverage and Reporting Responsibilities

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

Benefits While on Worker's Compensation

If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee will be compensated in the following manner: The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

Injuries Not Covered by Worker's Compensation

Some types of injuries suffered while at work may not result in payment under worker's compensation insurance.
Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:
A. Injuries because of a self-inflicted wound
B. Injuries sustained because of an employee's horseplay.
C. Injuries sustained while an employee does an activity of a strictly private nature.

Personal Leave

Six (6) days of personal leave will be granted to each employee. Whenever possible, the teacher will submit to the principal or their designee, a written notice, twenty-four (24) hours prior to taking up to two consecutive personal days. Staff wishing to use three or more consecutive personal days must request said leave at least three weeks in advance. Personal leave may not be taken on the first or last

week of a semester, before or after a holiday or school recess period, on a district scheduled in-service day or on a district scheduled parent-teacher conference day without the approval of the District Administrator. Unused personal days may accumulate to sick leave, no more than a combined 12 personal or sick days may be contributed to accrued sick leave in a single year.

Total Number of Employees on Personal Leave: No more than three (3) employees per building (elementary school, middle school, and high school) may take personal leave on any given day when school is in session, unless the District Administrator grants approval to exceed the three (3) employee per building (elementary school, middle school, and high school) limit.

Personal shall not be charged against an employee who was scheduled to be absent on a day(s) when school is closed for the entire work day. ~~Sick~~ Personal leave shall be charged against an employee on a pro-rated basis for an employee who was scheduled to be absent on a day(s) when school starts late or is dismissed early. If the day is rescheduled by the district the employee will be required to work that day or use leave time without additional compensation.

Personal leave, though credited at the beginning of each fiscal year, is vested only upon completion of the work year. If the employee is terminated or resigns prior to the completion of the contract year, the employee will be credited only with those days earned at the time employment is severed and a sum equal to the personal leave days used but not earned would be deducted from the remaining pay. If the employee does not sufficient earnings to cover the cost of the sick leave the employee will be required to issue a check in the appropriate amount to the district.

Emergency Days

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

Sick leave shall not be charged against an employee who was granted an emergency leave day(s) when school is closed for the entire work day. Sick leave shall be charged against an employee on a pro-rated basis for an employee who was granted an emergency leave day(s) when school starts late or is dismissed early. If the day is rescheduled by the district the employee will be required to work that day or use leave time without additional compensation.

Bereavement and Emergency Leave

Up to five (5) days during the school year shall be granted per occurrence in the event of death of an employee's spouse, child, or parent. Any additional days will be deducted from accumulated sick leave. Up to three (3) days during the school year shall be granted per occurrence in the event of death of an` employee's grandparent, son-in-law, daughter-in-law, mother-in-law, father-in-law, siblings, sister-in-law, brother-in-law and members of the immediate family or member of the household upon the approval of the District Administrator or the Board. Any additional days will be deducted from accumulated sick leave. Up to one (1) day during the school year shall be granted per occurrence in the event of death of employee's or employee's spouse's grandparent, aunt, uncle, niece or nephew. Any additional days will be deducted from accumulated sick leave.

Bereavement leave shall not be charged against an employee who was scheduled to be absent on a day(s) when school is closed for the entire work day. Emergency leave shall be charged against an employee on a pro-rated basis for an employee who was scheduled to be absent on a day(s) when school starts late or is

dismissed early. If the day is rescheduled by the district the employee will be required to work that day or use leave time without additional compensation.

Maternity Leave

A maternity leave shall be granted upon a physician's certification of pregnancy. An employee on maternity leave shall be allowed to use accumulated sick leave during the period between the date the doctor certifies that the teacher is incapable of performing normal teaching duties and the date the teacher's doctor certifies that such teacher is capable of resuming normal teaching duties.

Sick leave/Personal leave shall not be charged against an employee who was scheduled to be absent on a day(s) when school is closed for the entire work day. Sick leave/Personal leave shall be charged against an employee on a pro-rated basis for an employee who was scheduled to be absent on a day(s) when school starts late or is dismissed early. If the day is rescheduled by the district the employee will be required to work that day or use leave time without additional compensation.

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.

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.

Payment for Time Out on Jury Duty

An employee who is unable to report for work because of jury duty will be paid the regular hours he or she is scheduled to work. The employee will send a copy of the check received from serving on the jury to the District Administrator and/or his/her designee and will be docked that amount (less any travel expenses received) on the next payroll. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

Other Leave

Unapproved absences shall result in a written reprimand and/or deductions of pay on a prorated basis, which will include all work days.

Part-Time Personnel

Part-time certified personnel who are in a half-time full-time equivalent (.50 FTE) position or greater will receive the benefits of insurance on a prorated basis subject to the eligibility rules of the carrier. Part-time certified personnel will receive the benefits of sick leave on a prorated basis based upon the number of hours worked.

Unpaid Leave of Absence

A leave of absence of up to two years shall be granted, at the discretion of the Board, to no more than two employees simultaneous, for the purpose of participating in exchange teaching programs in other

states, territories, or countries; foreign or military teaching programs; the Peace Corps; or return to school for further education; provided said teacher states his intention to return to the school system.

Military

Military leave shall be granted to any employee who is inducted into any branch of the service of the United States. The teacher shall have up to ninety days after his release from active duty to inform the Board of his/her intention to return to the system.

Unpaid Medical Leave of Absence:

A. Application Procedures: All requests for an unpaid medical leave of absence for the employee, other than emergencies, must be submitted to the District at least fifteen (15) days prior to the anticipated beginning of the leave. The District may grant the leave in its sole discretion. The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits as provided for under Article 17, Section A, subsection 3. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.

B. Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.

2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.

3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

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

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

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.

2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's

physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.

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

E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

Other Unpaid Leaves of Absences

A. Application Procedures: All requests for an unpaid leave of absence for the employee not directly referred to in other sections of this Article, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. The District may grant the leave in its sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year.

B. Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.

2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.

3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

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

Child Rearing Leave

A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least forty-five (45) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is

unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion.

B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:

1. Child born or adopted during the summer vacation – the following two semesters.

2. Child born or adopted during the first semester – the balance of that semester plus the second semester.

3. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.

Shorter leave and/or an early return from the leave shall only be upon the mutual agreement of the employee and the Board.

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. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.

3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.

D. Return from the Unpaid Child Rearing Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from 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. Interaction with family and medical leave provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

Flex Plan (Cafeteria Plan)

The School District will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account under applicable sections of the Internal Revenue Code (§105, §106, §125 and §129) to permit employees to choose between:

1. Payment of insurance premium amounts (IRC §106);
2. Permitted medical expenses (IRS Code §105, §125) to a maximum of two thousand six hundred fifty dollars ($2,650) of eligible health and dental care expenses not covered by the insurance plan per plan year, and
3. Dependent care costs (IRC §129) subject to the limitations set forth in the Internal Revenue Service Code, presently set by the district at five thousand dollars ($5000).

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

PAY PERIODS

Annualized Payroll Cycle

School Year Employees:

Annualized Payroll: Exempt Employees scheduled to work the school year may voluntarily request to be paid on a twelve (12) month payroll cycle as set forth below. Such request shall be made in writing and submitted to the business office by June 1st. For exempt employees with an individual contract, such election may be provided at the same time as the issuance of the individual contract or letter of intent. All school year employees covered under this provision shall have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the District-approved format.

School Year Payroll: For exempt employees who do not voluntarily request to be paid on a twelve (12) month payroll cycle, and for all non-exempt school-year employees, the payroll cycle shall be on a nine (9) month basis and shall be placed on an eighteen (18) payroll cycle.

Calendar Year Employees:

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

Payroll Dates

The payroll dates shall be the 15th and the last working day of each month. If the 15th or last working day of the month falls on a weekend, the payroll date will be the preceding Friday. If a paid holiday falls on the 15th or last day of the month, payroll deposits shall be issued on the preceding day. The first pay date of the school year for school year employees will be September 15th or the first day of school, whichever is later.

Direct Deposit Payment Method:

All employees shall participate in a direct payroll deposit plan. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing. Each non-exempt employee shall, with each

electronic payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received. In addition to the above, each employee shall have access to Skyward© Employee Access records indicating the number of accumulated sick leave days, the number of personal days remaining to the employee's credit, the number of emergency days that have been used, and the number of vacation days to be taken and the number remaining.

Definitions for Payroll Purposes Only

Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.

Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.

Pay Period: The pay periods shall begin on the 15th and the last working day of each month and shall be comprised in the following fashion: 1st to the 14th is one pay period and 15th through the end of the month is the other pay period.

SALARY AND WAGE SCHEDULE

A. Support Staff Wage Schedule

The basic wage schedule for all non-instructional staff covered by this handbook is set forth in Appendix B which is attached hereto and made a part hereof.

B. Teacher Salary Schedule

1. The basic salary schedule for all teachers covered by this handbook is set forth in Appendix A which is attached hereto and made a part hereof.

2. Educational Lane Adjustments

    a. Accreditation: Only credits earned from an institution recognized by the North Central Association Commission on Accreditation and School Improvement Institute of Higher Education [NCA], or earned at an institution accredited by another accrediting agency recognized by the NCA, will be eligible for movement across the salary schedule.

    b. Prior Approval: All credits intended to be used for salary schedule lane movement shall be approved by the District in advance of the enrollment in the course.

        1) To qualify for the bachelor degree plus 6, 12, 18 and 24 credits the teacher shall have gained the credits toward a master degree and have prior written approval of the District Administrator and/or his/her designee for each specific course. Evidence of acceptance in graduate school must be provided by the individual employee.

A maximum of six (6) undergraduate credits, with prior approval of the District Administrator, may be used in place of graduate credits to move across the salary schedule.

2) To qualify for the master's degree schedule, an employee shall have gained the degree either in the field in which he/she is teaching or in an alternative field with prior approval of the District Administrator and/or his/her designee. When a master's degree does not exist in his/her present teaching field, a teacher may qualify with comparable graduate study in that or another field, subject to the prior approval of the District Administrator and/or his/her designee.

3) To qualify for the master degree plus 6 and 12 credits, the teacher's credits shall be on the graduate level or undergraduate level. The teacher must have prior written approval of the District Administrator and/or his/her designee, and must have earned the credits subsequent to having qualified for the master's column of the salary schedule. Certification from the institution of satisfactory completion of the approved course shall be required before advancing the teacher on the schedule. (No individual currently at M+ will be displaced by the implementation of this provision).

4) Transfer from one group or "lane" to another shall be made at the beginning of the school year following attainment of the necessary credentials. Lane movement is dependent upon board approval during the negotiation process.

5) Proper credentials shall be considered as statements of degrees attained or status toward a degree. Such statements shall be certified by a college registrar or other proper college official.

6) Credit information for moving from one lane to another and/or for reimbursement must be in the office of the District Administrator by August 1, and the work must be completed by September1 of the contract year.

C. Timeline for submission for application to the salary schedule: When a teacher qualifies for movement on the salary schedule to a different lane, the movement shall be to the same step in the new lane as existed for the teacher in the previous salary lane provided funds are available as determined by the District. After placing the teacher in the new salary lane, the teacher shall then receive the increment in the new salary lane, (1) if the teacher is eligible for the increment, (2) step movement exists in the new lane; and (3) adequate funds are available as determined by the District. There is no restriction on the number of lane changes a teacher may make in any year, i.e. moving from the BA lane to the MA lane, BA+12 to the MA+12, etc.

Wisconsin Retirement System (WRS) Contributions

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

Period Substitute Re-imbursement

Staff teachers who are asked to fill in for an absent teacher during their preparation periods will be reimbursed at the rate of fifteen dollars ($15.00) per clock hour.

Extra-Activity Pay Schedule

An extra-activity schedule may be negotiated yearly and attached in Appendix C.

SCHOOL CALENDAR

The calendar, including dates, will be attached each year as Appendix D. The calendar will be one hundred and ninety (190) days or less if approved by the Board. The final 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.

a. The calendar will include minimum minutes and hours by required by State Statute 115.01. Approximately 180 school days will be included in the calendar.
b. The calendar will include eight (8) in-service days and two (2) workdays. Appropriate in-service will be determined by the School Improvement Committee or the administration. Final approval of the content of these days shall be established by the Board.

In the event the school is closed due to an emergency, inclement weather, or any other reason, days will be made up as follows at the discretion of the Board. Teachers shall not receive additional compensation in the event the District requires such day(s) to be made up with pupils in order to comply with Wis. Stat. §121.01(1)(f)1 and Wis. Stat. §121.02(1)(f)2. All days will be made up by extending the school year or by modifying break periods. Partial days lost when school is canceled before the prescribed ending time or is commenced after the normal starting time will not be made up, unless necessary to comply with Wis. Stat. §121.02(1)(f)1 and Wis. Stat. §121.02(1)(f)2.

WORK STOPPAGE

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

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

DISCIPLINE, TERMINATION AND NONRENEWA L

Nonrenewal

Teachers employed in the District are subject to nonrenewal as prescribed in Sec. 118.22, Wis. Stats. Nonrenewal decisions are reviewable under the standards and procedures set out in the District's Grievance Procedure, which is included in Appendix A of this Handbook.

Discipline and Termination

A teacher may be disciplined or terminated during the term of an individual contract for "good and sufficient cause".

"Good and sufficient cause" is defined as: "Any inexcusable substantial violation by an employee of instructions, or neglect of duty of a substantial character, or any misconduct inconsistent with the employment relationship and which might injuriously affect the district, regardless of any express agreement on the subject, constitutes good ground for discharging the employee."

Discipline or termination decisions are reviewable under the standards and procedures set out in the District's Grievance Procedure, which is included in Appendix A of this Handbook.

Representation

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

Disciplinary Materials

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

PROFESSIONAL HOURS/WORKDAY

Normal Hours of Work

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats. Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours during which full-time employees are expected to be at school are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. The actual workday for each building shall be established by the Board.

Limitations on the docking of pay of exempt employees:

A. Exempt employees need not be paid for any workweek in which they perform no work and use no accrued paid leave. See 29 CFR §541.602(a).

B. Deductions from pay may be made when an exempt employee is absent from work and does not use accrued paid leave for one or more full days for personal reasons, other than sickness or disability. See 29 CFR §541.602(b)(1).

C. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance

with a bona fide plan, policy or practice of providing accrued paid leave for such sickness or disability and where the employee has exhausted such leave. See 29 CFR §541.602(b)(2).

D. While the District cannot make deductions from pay for absences of an exempt employee occasioned by jury duty, attendance as a witness or temporary military leave, the employer can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of the exemption. See 29 CFR §541.602(b)(3).

E. Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed pursuant to a written policy applicable to all employees. See 29 CFR §541.602(b)(5).

F. The District is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Federal or Wisconsin Family and Medical Leave Acts. Rather, when an exempt employee takes unpaid leave under either Family and Medical Leave Act, an employer may pay a proportionate part of the full salary for time actually worked. See 29 CFR §541.602(b)(5).

G. Exempt employees who are eligible to accrue sick, personal and other paid leave who take leave for personal reasons or because of illness or injury of less than one work day may have their pay docked when such accrued leave is not used by the employee because:

1. Permission for its use has not been sought or has been sought and denied;

2. Accrued leave has been exhausted; or

3. The employee chooses to use leave without pay.

H. It is the policy of the Black Hawk School District that improper pay deductions from the salary of exempt employees under the federal Fair Labor Standards Act as specified in board policy, this handbook and 29 C.F.R. § 541.602 are prohibited. Employees are to promptly report any improper pay deductions to the bookkeeper in the district office, Ms. Tammy Zimmerman. Employees who have had improper deductions made from their compensation will be promptly reimbursed. See 29 CFR §541.603(d).

Administratively Called Meetings

Staff Meetings

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

Other Administratively Called Meetings

The notification and duration provisions above do not include nor shall they apply to meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher

conferences, department meetings or activities of similar nature, which are normally conducted at other times. Teachers are required to attend such events regardless of the date, time or duration of said meetings. Teachers who are required to attend such other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Attendance at School Events

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

Consultation with Parents

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

Emergency School Closures

In the event the District is closed or an individual building(s) is closed, full or partial day closures may be made up at the discretion of the District. The District shall, at a minimum make up all days/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (days, hours, and minutes) of the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

TEACHING HOURS AND CLASS LOAD

The starting and dismissal times for students will be established by the Board.

Teacher's hours will be from 7:45 a.m. to 3:45 p.m. for elementary teachers and 8:00 a.m. to 4 p.m. for middles school, high school and essential teachers. to insure uniform starting and dismissal time for all teachers. Teachers are expected to remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher’s day at the discretion of administration, shall end when the last student bus leaves.

Basic Teaching Load

All teachers shall average one preparation period of 45 minutes per day each week.

6th -12th grade school teachers of all subjects may be assigned seven (7) periods of class and one (1) period of preparation based on an eight (8) period day or six (6) periods of class and one (1) period of preparation based on a seven (7) period day without additional compensation. A teacher may also be assigned six (6) periods of class, one (1) period of supervision, and one (1) period of preparation based on an eight period

day or five (5) periods of class and one (1) period of supervision and one (1) period of preparation based on a seven (7) period day without additional compensation.

All teachers shall be entitled to a 30 minute duty-free uninterrupted lunch period as provided by Section 118.235, Wisconsin Statutes.

Teachers agree to maintain written lesson plans, open to review by the principal, District Administrator, or other qualified reviewer. Such plans are to be completed by Friday of the week before the following week. These plans shall be completed and made available for the principal or reviewers no later than 4:00 p.m. on the preceding Friday. Lesson Plans shall be posted to Schoology© by the same deadline.

Elementary School preparation

Each elementary teacher (grade K-5) shall receive two hundred twenty-five (225) minutes of preparation time in a one-week period. This preparation time shall be in blocks of not less than thirty (30) minutes and is not to include time before 7:45 a.m. or after the dismissal of students. If less than two hundred twenty-five (225) minutes of preparation time is provided, the employee shall receive additional compensation at a rate equal to the prorated amount of the teacher's salary.
Music, art, physical education, Spanish, Computer Education, and library periods in the elementary schools will be considered as preparation time for the elementary teachers.

Participation in extra-curricular activities should be open to entire district faculty on a voluntary basis. Teachers will be compensated for all such participation in accordance with the provisions of Appendix B attached to the Agreement. Extra-curricular positions held by non-bargaining unit members will be posted each year by April 1.

In District professional development time in the form of late starts or early releases may be granted during contract days to ECH-12 faculty for the purpose of curriculum development. Said release time may be determined by mutual agreement of the faculty and administration pending board approval.

PROFESSIONAL GROWTH

Requirement to Remain Current

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

Attendance at Workshops and Meetings

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

Visitations

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

Teacher Supervision and Evaluation

General Provisions

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

Definitions under this section:

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

Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a certified building principal, assistant principal, district administrator, or assistant district administrator. The administrator may be a District employee or a non-District employee who is a certified administrator.

Prior to the first student contact day, the District will provide the employees with their placement within the supervision and evaluation rotation cycle. The District may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.

Evaluation Process – Conditions for Teachers

Basic Requirements

1. A new teacher shall be formally evaluated at least two (2) time(s) during the first year of employment. The first evaluation shall consist of a pre-conference, observation and post-conference. The first two evaluations must be completed prior to February 1.

2. A continuing teacher shall be formally evaluated at the discretion of the District, but no less frequently than every third school year.

3. All required observations must be completed by May 31st.

4. All formal observations will be followed by a conference with the administrator. This conference will take place within ten (10) working days of the actual observation.

5. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.

Acknowledgement of Receipt and Response

The teacher will acknowledge receipt of all documents related to supervision and evaluation by signing and dating the document within ten (10) school days. The teacher shall have the right to attach a report with any remarks concerning the document(s). Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels

the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument to be placed in the personnel file. A teacher may attach a response to any document related to this process after the teacher's receipt of the evaluation document(s) listed above. The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument: "The signatures do not indicate agreement or disagreement but merely certify that the observation and conference as noted were held and that the opportunity was available for attaching written clarification/objections at the time of signing."
The response must be initialed by the supervisor.

Copy of Evaluation Procedure:

A copy of the evaluation forms is distributed to the teachers via the on-line Frontline Education Professional Growth tool.

Intensive Support

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

1. Goal of Intensive Support: The goal of intensive support is for the teacher to meet expectations. The intensive support plan will be designed to meet the specific needs of the teacher and the performance expectations of the District.

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

Supervision and Evaluation of New-to-the-System Teachers

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

Professional Development

New-to-the-system teachers may be required to spend up to the hourly equivalent of three (3) work days, some prior to the beginning of school, without additional compensation preparing professional and curriculum materials and lesson plans (in addition to being oriented to the District, evaluation practices and general expectations for their assignments.) The three (3) day shall be planned jointly by the mentor and administrators. The teachers shall be appointed by the District Administrator.

Frequency of Evaluation

New-to-the-system teachers shall be formally observed by the supervisor at least once each year. The assigned supervisor will also conduct at least one classroom anecdotal per semester with new-to-the-system teachers.

New-to-the-system teachers will complete a goal setting plan each year

New to the system teachers who are initial educators covered under Wisconsin Code PI 34 are subject to the provisions set forth below in section F.

Initial Educator Professional Development Plan

The individual teacher who holds an Initial Educator License is responsible for developing a Professional Development Plan (PDP). The PDP must demonstrate increased proficiency and professional development based on the Wisconsin Educator Standards. The Initial Educator is also responsible for initiating an annual review of the PDP by the Initial Educator's Review Team (IERT) that is convened by the Initial Educator.

Mentor for Initial Educator and a teacher new to the District **(who holds a current Wisconsin teaching license)**

An initial educator will be provided a qualified mentor by the District. Any continuing teacher interested in being considered for serving as a mentor must submit a letter indicating interest by April 1 of each year. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers; the District may contract other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.

If a continuing teacher is selected as a mentor, he/she shall be paid a stipend of three hundred seventy-five dollars ($375.00) for the period served as a mentor (from August of the first year through October of the subsequent year) for an initial educator. Mentoring responsibilities and activities will be designed in collaboration with the teacher, mentor and administration. For the second year of the mentor/mentee relationship the mentor shall be paid seventy-five dollars ($75.00)

Teacher Assignments, Vacancies and Transfers

Teacher Assignments, Vacancies and Transfers

Determination of Assignment

Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.

Assignment Preference Consideration

Teachers may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee. In so far as possible, consideration shall be given these requests.

Job Posting

When a position becomes vacant or a new position is created, notice of such available position will be posted on the District's and Wisconsin Employment websites for a minimum of five (5) days. The notice will include the date of posting, the job requirements, classification, a description of the position

available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.

Process for Filling Vacancies

An employee who applies for a vacant position prior to the end of the posting period, and meets the qualifications for the position, will be granted an interview for the position. The District retains the right to select the most qualified applicant for any position. The term applicant refers to both internal candidates and external candidates for the position.

Involuntary Transfers

When the District determines that an involuntary transfer of an employee is necessary, the District will first provide a conference with the affected teacher, followed by a written notice from the District Administrator and/or his/her designee which will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer.

Employee Resignations

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 District may seek damages for breach of the contract. The following steps should be followed by any teacher asking to be released from his or her contract:

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.

Any employee involuntarily called into service by the United States government for military duty will not be expected to pay any damages for breach of contract.

Summer School Assignments

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

Extended Contracts

Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated for said days at one hundred and eighty ($180.00) dollars. Days may be scheduled in full or partial day increments. Unless stipulated differently on the employee's individual contract.

REDUCTION IN FORCE, POSITIONS & HOURS

Reasons for Reduction in Force

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

Notice of Reduction

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

Selection for Reduction

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

1. Certification: Teacher certification and/or teacher certifiability will be based on the documentation on file with the District or that which can be provided/obtained by the teacher

2. Educational needs of the District: Educational needs of the District will be those needs (i.e. curricular needs, program needs, educational needs at various grade levels) as identified and determined by the Board through the administrative process in accord with its constituted authority in order to meet state mandates.

3. District Service: This is measured by counting the number of school semesters taught in the District on a continuous basis and under a regular contract. A teacher receives a semester credit for each full semester they teach. Interruptions of District service by District approved leaves or layoffs will not be considered to break the chain of semester service in the District. Voluntary separation by legal resignation will be considered as severance of service and loss of accumulated seniority. If a teacher voluntarily severs service and then at a later date is rehired, his/her newly earned seniority will begin the semester he/she starts teaching.

4. Teacher relevant teaching experience: Teacher relevant experiences will be those qualifications and experiences that best relate to the position(s) to be filled and District needs as determined by the Board.

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

Reduction in Hours Resulting in Nonrenewal

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

Reemployment Process

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

Reemployment Period
Employees non-renewed under this section shall retain the reemployment options set forth herein for a period of twelve (12) months after the employee's last day of work with the District.

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

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

Insurance Benefits Following Nonrenewal
Please see Part I, COBRA, for a full explanation of insurance continuation options.

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

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

Sick Leave for Teachers

Teacher Absence and Substitutes
When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call the designee. If possible, such notification should be made the evening prior to the time of absence before 9 P.M., or after 6:00 AM the morning of the absence. This will help to provide time for obtaining a substitute teacher.

Sick Leave
Sick leave will be granted at the rate of six (6) days per school year, accumulative to ninety (90) days. Six (6) days of sick leave though credited at the beginning of each school year, but is accumulated only upon completion of the work year. Unused sick days may accumulate to sick leave, no more than a combined 12 personal or sick days may be contributed to accrued sick leave in a single year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed. Sick leave shall be paid for any absence from work due to the:

A. Personal illness or injury of the employee;
B. Illness or injury of an employee's child under the age of eighteen (18) or over the age of eighteen (18) if the child has a disability as set forth in Wisconsin Administrative Code PI 11.02(2) (Examples of a disability are: Cognitive disability, learning disability, autism, etc.)
C. Serious health condition of a spouse, child, or parent. A maximum of ten (10) accumulated sick leave days per contract year may be used for the serious health condition of above referenced individuals.
D. Up to three (3) sick leave days per year in total may be used for the illness of the employee's spouse, child (not covered in B, 1, b above) or parent.
E. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
F. Any leave granted under this section shall be deemed to run concurrent with any state and/or federal family and medical leave that is available to the employee.
G. The Employer may require a medical doctor's statement or other evidence or other reasonable proof of illness if the employee is absent for more than three (3) consecutive workdays or if the employee demonstrates a pattern or practice of absences, e.g. out several Mondays or Fridays, etc..

Definitions

The following definitions apply under this section:
A. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 1, B, 2, d all definitions in this paragraph apply except for age eighteen (18).
B. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse.
C. Spouse: means an employee's legal husband or wife.
D. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:

i. Inpatient care in a hospital, nursing home, or hospice.
ii. Outpatient care that requires continuing treatment or supervision by a health care provider.

Sick leave shall not be charged against an employee who was scheduled to be absent on a day(s) when school is closed for the entire work day. Sick leave shall be charged against an employee on a pro-rated basis for an employee who was scheduled to be absent on a day(s) when school starts late or is dismissed early. If the day is rescheduled by the district the employee will be required to work that day or use leave time without additional compensation.

Sick leave, though credited at the beginning of each fiscal year, is vested only upon completion of the work year. If the employee is terminated or resigns prior to the completion of the contract year, the employee will be credited only with those days earned at the time employment is severed and a sum equal to the Sick leave days used but not earned would be deducted from the remaining pay. If the employee does not sufficient earnings to cover the cost of the sick leave the employee will be required to issue a check in the appropriate amount to the district.

Signing out Early

This is a courtesy of the school district. The district understands by allowing this courtesy that we are likely gaining from keeping staff performing their duties at critical times.
All time should be recorded via Employee Access.

Time less than 45 minutes will not be counted against your time off (personal or sick). This time is any time after your designated start time and before your designated leave time.
If you leave more than 45 minutes before the end of the day, the time does count against your leave time.
If it is not an exception **-** a Friday/Day preceding a holiday/ or early release day – the ¼ hour from 3:30 to 3:45 (or 3:45 to 4:00 for some staff) will count as leave time. If you leave at 2:15 on a normal Wednesday school day you will be docked 1.5 hours from your leave time. If you leave at 2:15 on a normal Friday school day you will be docked 1.5 hours from your leave time (it would be 2:30 for this example for some staff)

Please discuss your need to leave with either the principal or district administrator.
Staff are required to sign out on the shared Google sheet located on the Hub at the time of their departure.
Middle School Coaches who need to leave to attend regularly scheduled practices in Gratiot do not need to sign out on the Google Sheet.

Administration reserves the right to refuse leave dependent on the need of the district or a perceived abuse of the privilege. Any perceived abuse of the practice will result in a discussion with the administration to reset expectations.

PROFESSIONA L COMPENSATION

Curriculum Planning Projects and Other Projects within the Scope of Employment

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

Teaching Load

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

INSURANCES

Dental Insurance

For full time employees covered by Part II of the Handbook, the District will pay 88% of the total Family Plan premium or of the total Single Plan premium. For part time employees under Part II of the Handbook, the District shall pay a pro rata share of the 88%, based upon the employee's FTE. Employees shall contribute their share of the premium by payroll deduction. If a teacher terminates his/her employment, insurance coverage will terminate on the last day of the month in which the teacher was actively engaged in District business. If the teacher desires, he/she may remain in the insurance group for a period not to exceed 18 months by reimbursing the Board the premium costs, pursuant to COBRA. In those instances, where married couples are employed by the District, each person will be provided single coverage should this procedure be acceptable to the insurer and the insured. A teacher under

regular contract who completes the school year will have earned coverage for the months of July and August.

Health Insurance

For full time employees covered by Part II of the Handbook, the District will pay 88% of the total Family Plan premium or of the total Single Plan premium. For part time employees under Part II of the Handbook, the District shall pay a pro rata share of the 88%, based upon the employee's FTE. Employees shall contribute their share of the premium by payroll deduction.

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

Liability Insurance

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

Life Insurance

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

Long-term Disability

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

Sick Leave Payout for Employees at the End of a School Year

Any employee who has current school year sick leave or personal leave days remaining at the end of their contract year will be paid fifteen dollars ($15.00) for each unused day. The employee must fulfill the terms of their contract or letter of appointment. The payout does not include accumulated leave or days the employee chooses to roll over to accumulated leave.

Sick Leave Payout for Employees Upon Resignation And Retirement

Sick Leave Payout (Other than Retirement)

Employees who voluntarily resign from the District after ten (10) years but before twenty (20) of service will be paid ten dollars ($10) for each unused sick leave day for up to a maximum of 90 days. Employees who voluntarily resign from the District after twenty (20) years but before thirty (30) of service will be paid twenty dollars ($20) for each unused sick leave day for up to a maximum of 90 days. Employees who voluntarily resign from the District after thirty (30) years of service will be paid thirty dollars ($30)

for each unused sick leave day for up to a maximum of 90 days. The sick leave payout will be remitted on the employee's final paycheck. This benefit is only available to employees who do not qualify for voluntary retirement benefits as set forth below.

Unused Sick Leave upon Voluntary Retirement

A. Employees are eligible for one of the following benefits based upon their age and years of service at the effective date of retirement.

B. For employees who are at least fifty-seven years of age and who have at least ten years of service:

C. Non-Elective 403(b) Contribution: The employee, provided he/she meets the eligibility requirements for retirement as set forth above, shall receive a non-elective post-employment 403(b) employer contribution upon the employee's voluntary retirement from the District. The retiree will be credited with forty-five dollars ($45) for each unused sick leave day for up to a maximum of 90 days. The maximum value of this benefit is four thousand fifty dollars ($4050). The District shall contribute a total of four thousand fifty dollars ($4050) to a non-elective post-employment 403(b) employer contribution plan as set forth in the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The contribution shall be issued on or about June 30. Where the IRC Section 415 limit is exceeded, the excess amount will be deferred until the following January 15th of any subsequent year if permitted by law. The employee shall select a vendor from the District approved vendors, as defined by Board policy, provided the vendor offers such a benefit, where the employer's contribution will be transmitted.

D. Notification: The employee must have submitted a written letter of intent to take retirement under this provision to the school district administrator no later than March 1st of the year in which the employee plans to retire.

E. Survivorship: In the event of death during the payment period before all non-elective 403(b) contributions are made, the District will make a final non-elective 403(b) contribution toward the payment of the remainder of future contributions in a lump sum to the decedent's 403(b) account no later than the end of the month when the death occurred or immediately thereafter to the maximum extent permitted by the Internal Revenue Code and applicable regulations. This final 403(b) contribution shall be the final non-elective post-retirement contribution to the decedent's 403(b) account. No remaining contributions shall be paid to a surviving spouse or beneficiary of the decedent. The retiree's spouse, dependent, or designated beneficiary shall be eligible to collect the benefit earned subject to the provisions of the plan.

F. If an employee dies prior to application for retirement, but has met the eligibility requirements as set forth above, and is survived by a spouse or dependent, such persons shall be eligible to receive any unused portion of the eligible employee's/retiree's benefit in accordance with the dependent and beneficiary rights outlined in this section. Benefits payable to the spouse or dependent will not exceed, in combination with those already provided to the eligible employee/retiree before his/her death, those that would have been available to the eligible employee/retiree if he/she had survived.

G. Validity and Tax Treatment

1. If any aspect of this provision is found to be discriminatory or in violation of the Federal Age Discrimination in Employment Act, the Wisconsin Fair Employment Act, or any other state or federal law by any court of competent jurisdiction or administrative agency, then the District may take such action as is necessary to comply with such decision.

2. The teacher is responsible for all applicable federal and state taxes relating to the payments made under this Agreement including withholding or FICA taxes that may arise from the implementation of this Agreement.

H. Statement of Waiver

The provision of the benefits in this Section is contingent upon the teacher signing the following statement of waiver prior to the Board acting upon approving the teacher's application for retirement benefits. A statement of waiver similar to the one below is provided to the retiring teacher upon notification of retirement.

I, [insert name], hereby accept the retirement compensation offered in this Agreement, to be effective (insert date of the execution of this Agreement).

The District agrees to provide the compensation provided pursuant this Agreement between the District and [insert name] as of (insert date of the execution of this Agreement). A copy of this provision and other relevant information are attached hereto to provide the following information to potential participants: (a) an explanation of the class, unit or group of teachers covered by this benefit, (b) any eligibility factors for such benefit, (c) any time limits for participating in this benefit, (d) the job titles and ages of all eligible individuals, and (e) the job titles and ages of all ineligible individuals. In voluntarily accepting this compensation offer I unequivocally and explicitly waive any rights or claims as permitted by law, to back pay, reinstatement or other damages to which I may have under the Federal Age Discrimination in Employment Act of 1967 (29 U.S.C. 621 et. seq.) as amended by the Older Workers Benefit Protection Act (S. 1511, 1990) and the Wisconsin Fair Employment Act (sec. 111.31, 111.33, Wisconsin Statutes).

I further acknowledge that, through this statement of waiver, I have been notified of my right to consult with my attorney and have been advised to consult with my attorney before signing this retirement agreement. Additionally, by voluntarily accepting this compensation settlement, I unequivocally and explicitly acknowledge that I have received requisite notice as stated in the

I understand that I have the right to revoke this waiver within seven (7) days of the date on this document. I further understand that if I do revoke this waiver, I shall not be eligible to receive the benefits of offered in this Section between the District and the [insert name],

_____

Teacher Signature Date_____

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

DISCIPLINE AND DISCHARGE

Discipline and Discharge

Employees who serve as support staff and whose performance is deemed unsatisfactory may be discharged by the administration at any time. The Board or Administration, in their discretion, may elect to pursue other remedial options including but not limited to the establishment of performance plans, demotion, salary or wage reduction or attendance at conferences or programs intended to assist the employee in the performance of his or her responsibilities. Discipline and discharge decisions are subject to the District's Grievance Procedure, which is referenced in section 1 of this Handbook.

Representation

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

Disciplinary Materials

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

HOURS OF WORK AND WORK SCHEDULE

Letter of Appointment

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

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

Regular Workday and Starting and Ending Times

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

Regular Work Week

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

Part-time Employees

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

Additional Hours and Overtime - Approval and Assignment

Approval

In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the superintendent person appointed by the superintendent. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, and the community or District property. Employees that work unapproved overtime are subject to discipline.

Assignment

Non-emergency scheduled overtime assignments will be filled using volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District may assign the work on a rotating basis within the applicable job classification. Emergency overtime assignments shall be assigned at the discretion of the District.

Pay Rate for Overtime

Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. “Time worked over forty (40) hours per week” does not include sick, vacation, holiday, or personal leave hours paid. The reason for overtime must be indicated on the back of the employee's time card. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

Compensatory Time Off

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

An agreement must be reached between the employer and the employee in order for compensatory time off to be utilized. 29 C.F.R. 553.23. This agreement may be done through an employee-employer agreement negotiated with the individual employee.

The agreement must be reached and accepted before the employee performs the work compensable as overtime. A record of the agreement must be kept. Written agreement is preferable. Agreement must provide for overtime hours to be compensated at a rate of not less than time and one-half for each overtime hour worked.

The employee may accumulate up to sixteen (16) hours of compensatory time off. Any overtime exceeding sixteen (16)] hours must be paid in cash. The employer, in its sole discretion, may pay cash in lieu of accrued compensatory time off at any time. Any unused compensatory time off will be paid out on the last paycheck in June in the fiscal year in which the time was earned.

The District may require that compensatory time off be exhausted before vacation is taken, even if this will result in accrued vacation being forfeited by the employee.

The District may in its discretion deny a request to use compensatory time off if the employee's absence on the day requested would cause an undue disruption to the District's operations (e.g., another member of the department or grade level has already requested leave on that day; the district has a special event scheduled such as an open house or parent teacher conferences; the district is unable to find a substitute employee and would be left short-staffed, etc.).

If the District denies a request to use compensatory time off, it may either substitute the leave with cash compensation, or notify the employee of a suitable time in which he or she may use his or her earned compensatory time within a reasonable period of time of the original request (e.g., within two weeks of the request).

Lunch Period

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

Breaks

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

Hours Worked Break(s) and Lunch Period Scheduling

0 to 3.49 hours 0 minutes
At least 3.5 to 5.99 hours 15 minute paid break
At least 6.0 to 7.99 hours 15 minute paid break and 30-minute unpaid duty-free lunch
At least 8.0 or more hours (2) 15 minute paid breaks and 30-minute unpaid duty-free lunch

Emergency School Closings

All custodians are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible and when travel conditions would be considered safe by a reasonable person. Custodians are expected to check on the condition of the facilities and perform any tasks necessary to return the facility to normal operating conditions, including snow removal. Other normal duties are not required.

All other employees shall not be required to report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Employees shall be required to make days up in the event that the District schedules make-up days.

Attendance at Meetings

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

REDUCTION IN FORCE, POSITIONS & HOURS

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

Layoff Notice

The District will attempt to give at least thirty (30) calendar days' notice of layoff. The layoff notice shall specify the effective date of layoff, which it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address, and it will refer the employee to the Reduction in Force provision in this Handbook.

Selection for Reduction – Steps

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

Attrition

Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing layoffs.

Volunteers

The District will ask for volunteers. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the job category are qualified to perform the remaining work. Requests for volunteers will be sent to employees within each job category. An employee who volunteers to be laid off will put his/her request in writing. The District will provide the volunteer(s) with a layoff notice. Volunteers will be provided with all procedures under this section of the Handbook.

Selection for Reduction/Layoff

The District shall select the employee in the affected job category for layoff or reduction in hours.
1. Job categories for the purpose of this section shall be defined as:
a. Custodian
b. Clerical
c. Cook/kitchen staff
d. Regular Teacher Assistant
i. Special Education Instructional Assistants

The District will consider the following criteria for determining the employee for layoff or reduction in hours:

Educational Needs of the District

Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.

Qualifications as established by the Board

Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.

Qualifications of the Remaining Employees in the Affected Job Category

Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and

Length of Service of the Employee

Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.

Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.

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

Reduction in Hours

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

Recall/Rehire Process Period

Laid-off employees shall retain the option to be recalled for a period of eighteen (18) months either after the employee's last day of work with the District or from the time the employee received the notification of layoff, whichever is later.

Recall Procedure

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

Termination of Recall Options

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

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

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

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

ASSIGNMENTS, VACANCIES AND TRANSFERS

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

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

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

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

PAID VACATION

Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time Employees
Paid Vacation will be provided to Calendar Year Full-time employees according to the following schedule:
One week after the first year of service
Two weeks after the third year of service
Three weeks after the seventh year of service

For each year of service after 12 years an employee shall receive one additional day of vacation, up to four weeks total.

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

An employee may carry over up to three weeks of unused vacation from year to year.

"Years of Service" as set forth in this Article refers to years of service in the District in a position that is eligible for vacation under Part III. Eligible employees in the District shall receive the preceding vacation depending on years of service as measured each July 1st. For calculation purposes vacation is earned based upon the prior years' service. For part-time employees, vacation pay shall be pro-rated based on the average number of hours worked per week during the previous year

Scheduling of Vacation

Vacation time may be taken in full blocks, or in shorter blocks as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days' notice may be approved by the District Administrator and/or his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period, but the District Administrator and/or his/her designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives.

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

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

Holidays during Vacation

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

School Cancellation during Vacation

Vacation time shall not be charged against an employee who was scheduled to be absent on a day(s) when school is closed for the entire work day. Vacation time shall be charged against an employee on a pro-rated basis for an employee who was scheduled to be absent on a day(s) when school starts late or is dismissed early. If the day is rescheduled by the district the employee will be required to work that day or use leave time without additional compensation.

H O L IDA YS

Holidays Defined

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

Secretarial

July 4th Labor Day Thanksgiving Thanksgiving Friday Christmas Eve Day Christmas Day New Year's Eve Day New Year's Day Good Friday Day Memorial Day

Secretarial (School Year)

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

Custodial

July 4th Labor Day Thanksgiving Christmas Eve Day Christmas Day New Year's Eve Day New Year's Day Good Friday Day Memorial Day

Head Cook (11 Month Position)

Labor Day Thanksgiving Christmas Eve Day Christmas Day New Year's Eve Day New Year's Day Good Friday Day Memorial Day

Food Service Part Time Cook, Aides, & Transportation

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

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

Holidays Falling on Weekends

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

Holidays Falling on Student Contact Days

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

Eligibility for Holiday

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

Holidays during Vacation

If any of the above holidays fall within an employee's vacation period, the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

Sick Leave and Personal Leave for Non-Exempt Staff without Contacts

Non-Exempt staff will be awarded sick and personal leave as assigned on the letter of appointment for their respective position.

Sick leave and personal leave, though credited at the beginning of each fiscal year, is vested only upon completion of the work year. If the employee is terminated or resigns prior to the completion of the contract year, the employee will be credited only with those days earned at the time employment is severed and a sum equal to the sick leave and personal leave days used but not earned would be deducted from the remaining pay. If the employee does not sufficient earnings to cover the cost of the sick leave the employee will be required to issue a check in the appropriate amount to the district.

Sick Leave Payout for Employees Upon Resignation And Retirement

Sick Leave Payout (Other than Retirement)

Employees who voluntarily resign from the District after ten (10) years but before twenty (20) of service will be paid ten dollars ($10) for each unused sick leave day for up to a maximum of 90 days. Employees who voluntarily resign from the District after twenty (20) years but before thirty (30) of service will be paid twenty dollars ($20) for each unused sick leave day for up to a maximum of 90 days. Employees who voluntarily resign from the District after thirty (30) years of service will be paid thirty dollars ($30) for each unused sick leave day for up to a maximum of 90 days. The sick leave payout will be remitted on the employee's final paycheck. This benefit is only available to employees who do not qualify for voluntary retirement benefits as set forth below.

Unused Sick Leave upon Voluntary Retirement

I. Employees are eligible for one of the following benefits based upon their age and years of service at the effective date of retirement.

J. For employees who are at least fifty-seven years of age and who have at least ten years of service:

K. Non-Elective 403(b) Contribution: The employee, provided he/she meets the eligibility requirements for retirement as set forth above, shall receive a non-elective post-employment 403(b) employer contribution upon the employee's voluntary retirement from the District. The retiree will be credited with forty-five dollars ($45) for each unused sick leave day for up to a maximum of 90 days. The maximum value of this benefit is four thousand fifty dollars ($4050). The District shall contribute a total of four thousand fifty dollars ($4050) to a non-elective post-employment 403(b) employer contribution plan as set forth in the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The contribution shall be issued on or about June 30. Where the IRC Section 415 limit is exceeded, the excess amount will be deferred until the following January 15th of any subsequent year if permitted by law. The employee shall select a vendor from the District approved vendors, as defined by Board policy, provided the vendor offers such a benefit, where the employer's contribution will be transmitted.

L. Notification: The employee must have submitted a written letter of intent to take retirement under this provision to the school district administrator no later than March 1st of the year in which the employee plans to retire.

M. Survivorship: In the event of death during the payment period before all non-elective 403(b) contributions are made, the District will make a final non-elective 403(b) contribution toward the payment of the remainder of future contributions in a lump sum to the decedent's 403(b) account no later than the end of the month when the death occurred or immediately thereafter to the maximum extent permitted by the Internal Revenue Code and applicable regulations. This final 403(b) contribution shall be the final non-elective post-retirement contribution to the decedent's 403(b) account. No remaining contributions shall be paid to a surviving spouse or beneficiary of the decedent. The retiree's spouse, dependent, or designated beneficiary shall be eligible to collect the benefit earned subject to the provisions of the plan.

N. If an employee dies prior to application for retirement, but has met the eligibility requirements as set forth above, and is survived by a spouse or dependent, such persons shall be eligible to receive any unused portion of the eligible employee's/retiree's benefit in accordance with the dependent and beneficiary rights outlined in this section. Benefits payable to the spouse or dependent will not exceed, in combination with those already provided to the eligible employee/retiree before his/her death, those that would have been available to the eligible employee/retiree if he/she had survived.

O. Validity and Tax Treatment

3. If any aspect of this provision is found to be discriminatory or in violation of the Federal Age Discrimination in Employment Act, the Wisconsin Fair Employment Act, or any other state or federal law by any court of competent jurisdiction or administrative agency, then the District may take such action as is necessary to comply with such decision.

4. The employee is responsible for all applicable federal and state taxes relating to the payments made under this Agreement including withholding or FICA taxes that may arise from the implementation of this Agreement.

P. Statement of Waiver

The provision of the benefits in this Section is contingent upon the teacher signing the following statement of waiver prior to the Board acting upon approving the teacher's application for retirement benefits. A statement of waiver similar to the one below is provided to the retiring teacher upon notification of retirement.

I, [insert name], hereby accept the retirement compensation offered in this Agreement, to be effective (insert date of the execution of this Agreement).

The District agrees to provide the compensation provided pursuant this Agreement between the District and [insert name] as of (insert date of the execution of this Agreement). A copy of this provision and other relevant information are attached hereto to provide the following information to potential participants: (a) an explanation of the class, unit or group of teachers covered by this benefit, (b) any eligibility factors for such benefit, (c) any time limits for participating in this benefit, (d) the job titles and ages of all eligible individuals, and (e) the job titles and ages of all ineligible individuals. In voluntarily accepting this compensation offer I unequivocally and explicitly waive any rights or claims as permitted by law, to back pay, reinstatement or other damages to which I may have under the Federal Age Discrimination in

Employment Act of 1967 (29 U.S.C. 621 et. seq.) as amended by the Older Workers Benefit Protection Act (S. 1511, 1990) and the Wisconsin Fair Employment Act (sec. 111.31, 111.33, Wisconsin Statutes).

I further acknowledge that, through this statement of waiver, I have been notified of my right to consult with my attorney and have been advised to consult with my attorney before signing this retirement agreement. Additionally, by voluntarily accepting this compensation settlement, I unequivocally and explicitly acknowledge that I have received requisite notice as stated in the

I understand that I have the right to revoke this waiver within seven (7) days of the date on this document. I further understand that if I do revoke this waiver, I shall not be eligible to receive the benefits of offered in this Section between the District and the [insert name],

_____

Employee Signature_____ Date_____

JOB RELATED TRAINING AND LICENSURE

In-Service Training

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

EMPLOYEE EVALUATIONS

Evaluation

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

Procedures and Instruments

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

Frequency

The frequency of evaluations shall be established at the discretion of the Board.

Receipt of Evaluation

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

Comments, Disputes

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

Evaluators

The Employer shall have the sole right to determine whether or not employees shall be evaluated and by which supervisory personnel. When a teacher works with an instructional assistant, the teacher may

be requested to provide objective input for consideration by the administrator who is evaluating the instructional assistant.

RESIGNATION FROM EMPLOYMENT

Termination of Employment

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

INSURANC ES

Health Insurance

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

Eligibility

Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least thirty (30) hours per week is eligible to receive health insurance with payment of the premium as noted below. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than thirty (30) hours per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution. Employees who work between 75% and 99% of a full-time equivalency may participate in the insurance plan at their own expense and shall pay a prorated portion of a fulltime employees portion of the premium through payroll deduction. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

Commencement and Termination of Benefits

Coverage will commence on the employee's first day of employment. The insurance benefits described in this Handbook and on the individual letter of assignment shall cease at the end of the month the employee's resignation or termination becomes effective.

Premium Contributions

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than eighty-eight (88) percent of the single premium of the lowest cost health 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 no more than eighty-eight (88) percent of the family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

Life Insurance

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

Long-Term Disability

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

PART IV – CO-CURRIULAR STAFF

C O-CURRICULAR ASSIGNMENTS

Assignment

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

Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. However, under no circumstances shall a Board member work as a coach, assistant coach, advisor, or assistant advisor to a co-curricular activity (on either a paid or a volunteer basis).

The stipend for co-curricular activities shall be specified in the letter of assignment.

The letter of assignment shall not be deemed a contract, and individuals holding co-curricular positions are at will employees.

Assignment to co-curricular scheduled duties which are listed, additive pay shall be by mutual consent of the teacher and the District on an annual basis and verified and binding when regular contracts are offered and accepted. In those instances, when an employee seeks to be relieved from one of these assignments, the district shall use diligent efforts to secure a replacement for the ensuring year provided, however, the district shall be allowed to hold the employee to performing such duties until the District can employ an adequate replacement. However, if the District fails to employ an adequate replacement within one contract year following the contract year during which the request for release was filed, the employee who filed the request for release upon demand shall than be released from such duty.

Payments

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

Work Schedule

Co-curricular assignments may occasionally occur during part of an employee's regular workday in his/her other position(s) with the District (e.g., as a teacher). In such cases, the employee shall consult

with the supervisor of his/her regular assignment to determine the appropriate course of action. In the supervisor's sole discretion, the employee may be (1) required to work a flexible schedule to make up time lost during his/her regular workday; (2) relieved from the requirement to make up the time lost; (3) required to re-schedule the extra-curricular activity; or (4) required to take any other action that the supervisor deems reasonable.

Evaluation of Co-Curricular Assignments

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

Volunteers

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

A. They will not be eligible for salary/wages, stipend, or benefits;

B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;

C. They will be responsible for their own personal injuries (i.e., ineligible for worker's compensation);

D. They must consent to a background check and agree to have a tuberculin skin (TB) test;

E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;

F. They accept direct and indirect supervision of the head coach; and,

G. They may be dismissed at any time without cause.

The School District employees shall be given first opportunity to fill the co-curricular positions.

APPENDIX A

2026-2027 Teacher Salary Schedule

Step	BA	BA + 6	BA + 12	BA + 18	BA + 24	MS	MS + 6	MS + 12
1	$43,220.69	$44,260.69	$45,298.69	$46,334.69	$47,373.69	$48,758.69	$49,816.70	$50,836.69
2	**$46,062.92**	**$47,011.42**	**$48,139.92**	**$49,176.92**	**$50,215.92**	**$51,599.92**	**$52,638.92**	**$53,678.42**
3	$48,905.16	$49,942.16	$50,981.16	$52,019.16	$53,058.16	$54,441.16	$55,481.16	$56,520.16
4	$50,134.75	$51,198.47	$53,230.43	$54,267.43	$55,309.43	$56,694.43	$57,728.43	$58,767.43
5	$51,137.45	$52,222.44	$54,551.14	$55,613.84	$56,682.64	$58,925.60	$59,963.60	$61,002.60
6	$52,415.89	$53,528.00	$55,660.31	$56,744.26	$57,834.44	$60,407.08	$61,470.80	$62,536.55
7	$53,988.37	$55,133.84	$57,070.42	$58,181.47	$59,298.90	$61,652.42	$62,737.42	$63,814.48
8	$57,290.48	$58,506.01	$58,901.95	$60,046.34	$61,197.29	$63,332.31	$64,444.44	$65,558.67
9	$59,009.19	$60,261.19	$62,377.86	$63,592.24	$64,813.59	$65,232.27	$66,377.76	$67,525.42
10			$64,249.20	$65,500.01	$66,758.00	$69,222.10	$70,437.65	$71,655.50
11						$71,298.76	$72,550.78	$73,805.17

APPENDIX B

2026-2027 Support Staff Wage Schedule

Classification	Step 1	Step 2	Step 3	Step 4 (year 7)	Step 5 (year 10)
Head Custodian	$20.72	$20.91	$21.23	$21.73	$22.23
Custodian	$19.08	$19.20	$19.62	$20.12	$20.62
Secretary	$18.33	$18.46	$18.94	$19.44	$19.94
Head Cook	$19.90	$19.99	$20.41	$20.91	$21.41
Cook	$18.59	$18.72	$19.13	$19.63	$20.13
Paraprofessional	$18.73	$18.86	$19.24	$19.74	$20.24
Library Assistant	$19.15	$19.26	$19.69	$20.19	$20.69
Health Aide	$18.33	$18.46	$18.94	$19.44	$19.94

Bus Driver Rates	
Bus Driver Regular Run	$77.00 (daily rate)
Extra Curricular hourly rate	$16.63
Shuttle Route	$50.00 (daily rate)
Nurse - hourly rate	$37.79
Warrior Care	$19.00/hr-adults and $10.00/hr for student workers

APPENDIX C

Black Hawk Extra-Curricular Position Schedule

GROUP I

HEAD FOOTBALL	HEAD BOY'S BASKETBALL
HEAD GIRL'S BASKETBALL	HEAD WRESTLING

GROUP II

HEAD TRACK	HEAD BASEBALL
HEAD SOFTBALL	HEAD VOLLEYBAL
HEAD FORENSICS	ASST. FOOTBALL
ASST. GIRL'S BASKETBALL	ASST. BOY'S BASKETBALL
MUSICAL/DRAMA	HEAD CHEERLEADING
HEAD ESPORTS	

GROUP III

ASST. TRACK	ASST. BASEBALL
ASST. SOFTBALL	ASST. VOLLEYBALL
GIFTED & TALENTED COORDINATOR	HEAD YEARBOOK
ASST FORENSICS	

GROUP IV

MS COACHING
MS STUDENT COUNCIL
Middle School Play/Musical
HS STUDENT COUNCIL
FBLA ADVISOR
PROM COORDINATOR

GROUP V

High School Chorus
High School Instrumental Music
High School Marching Band
Middle School Instrumental Music
Middle School Marching Band
Middle School Chorus
Pep Band
Social Media Manager
National Honor Society

YEARS	0-2	3-5	6-9	10 +
GROUP I	$2700.08	$2880.08	$3060.09	$3240.09
GROUP II	$2340.07	$2520.07	$2700.08	$2880.08
GROUP III	$1980.06	$2160.06	$2340.07	$2520.07
Group IV	$1440.04	$1440.04	$1620.05	$1620.05
Group V	$720.02	$720.02	$720.02	$720.02

Bus Chaperone .....$ 8.00/hr
Ticket Seller.....$25.00/event
Summer School Teacher.....$25.00/hr
District Directed Curriculum Development (Voluntary assignment) $20.00
Saturday School Supervision.....$20.00
Mileage for district travel..... IRS rate

APPENDIX D

**Please note that filing this complaint is only the first step in the process. The District will contact you to schedule one, if not several, follow-up meetings as a part of its investigation into your complaint and the allegations contained therein.*

EMPLOYEE INFORMATION (Please print legibly)

Employee Name (Last, First, Middle initial)			
Employee Address	City	State	Zip
Home Telephone Number ( )	Work Telephone Number ( )		

ACCIDENT INFORMATION

Building or Site Where Accident Occurred (include address if not at a district facility)		
Date of Accident/Injury	Time of Accident/Injury	Name of Person Notified

Describe how the Accident/Injury Occurred:	Body Part(s) Injured:			
	Wrist ____	Hand ____		
	Leg ____	Knee ____		
	Head ____	Eye ____		
	Face ____	Teeth ____		
	Ankle ____	Foot ____		
	Abdomen ____	Chest ____		
	Arm ____	Back ____		
	Neck ____	Other ____		

Please describe any resulting injury:

TREATMENT INFORMATION

Did the Employee See a Doctor or Go to the Hospital? Yes No	Date of First Treatment (if known)
Name of Physician, Clinic or Hospital Name and City/Address	
Signature of Principal and/or Supervisor	Date

Please FAX or deliver front page to the District Office <u>within</u> 24 <u>hours</u> of the Accident/Injury.

Part 2: Accident/Injury Follow-up and Investigation		
Were there any witnesses to this accident? Yes		No
If Yes, complete the following:		
Name of Witness(es)	Address	Telephone
Please answer the following questions. Circle "Yes" or "No". Indicate *N/A* if the questions does not apply.		
1. Was injured person properly instructed in safe efficient methods?	Yes	No
2. Did he/she violate any instructions, policies or procedures?	Yes	No
3. Was necessary protective equipment worn? (Goggles, safety belt, hard hat, etc)	Yes	No
4. Did poor housekeeping contribute to the accident?	Yes	No
5. Was accident caused by something which needed repair?	Yes	No
6. Was accident caused by an unsafe act?	Yes	No
What do you consider the cause(s) of this accident?		
What steps are being taken to prevent similar accidents?		
Lost Time Information (If applicable)		
Time Missed from Work Hours: Days:	Date Returned to Work:	
Person Making Report:		
Name	Title	Date
Building		
Principal/Supervisor Signature		Date
Safety Coordinator Review:		
***Send completed Employee Accident/Injury Report* to *Fiscal Services Office* *within* 3 *work days*.**		

APPENDIX E: EMPLOYMENT POSTERS / NOTICES

As a general matter, school districts should prominently post the following posters/notices in a place where notices to employees are customarily posted in the workplace.

Copyright Basics
English http://www.copyright.gov/circs/circ01.pdf

Employee Protections Against Use of Honesty Testing Devices - Wisconsin
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10861_p.pdf

---

Equal Employment Opportunity is the Law
English http://www1.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf
Spanish http://www.eeoc.gov/employers/upload/eeoc_self_print_poster_spanish.pdf
"EEO is the Law" Poster Supplement
English http://www1.eeoc.gov/employers/upload/eeoc_gina_supplement.pdf
Spanish http://www.eeoc.gov/employers/upload/eeoc_gina_supplement_spanish.pdf

---

Fair Employment Law - Wisconsin
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_p.pdf
Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_s_p.pdf

---

Fair Labor Standards Act - Federal
http://www.dol.gov/whd/regs/compliance/posters/wh1385State.pdf

---

Family and Medical Leave Act - Wisconsin
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf
Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_s_p.pdf

Family and Medical Leave Act – Employee Rights and Responsibilities - Federal
English http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf
*Information about the federal Family and Medical Leave Act also must be in your employee handbook.

Federal Requirements for Asbestos Management in Schools
English http://www.epa.gov/asbestos/pubs/aherarequirements.pdf

---

Hazardous Chemicals in the Workplace?
English http://dsps.wi.gov/sb/docs/sb-PubSectSafHazardousPoster6894.pdf

---

Hours and Times of Day Minors May Work in Wisconsin
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_p.pdf
Spanish https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_s_p.pdf
Chinese http://www.dwd.state.wi.us/dwd/publications/erd/doc/ERD-9212-Chinese-P.doc
Lao http://www.dwd.state.wi.us/dwd/publications/erd/doc/ERD-9212-Lao-P.doc

---

Job Loss? Important Information Workers Need to Know to Protect their Health Coverage and Retirement Benefits
http://www.dol.gov/ebsa/pdf/joblossposter2.pdf

Minimum Wage Rates - Wisconsin
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf
Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf

---

Notice to Employees About Applying for Wisconsin Unemployment Benefits
English http://dwd.wisconsin.gov/dwd/publications/ui/ucb7e.pdf
Spanish http://dwd.wisconsin.gov/dwd/publications/ui/ucb7s.pdf
Hmong http://dwd.wisconsin.gov/dwd/publications/ui/ucb7h.pdf

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9116_p.pdf

---

Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf

---

Public Employee Safety and Health
English http://dsps.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf

---

Your Rights Under USERRA: The Uniformed Services Employment and Reemployment Rights Act
(complete information from Dept. of Labor)
English http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf#Non-Federal

---

If your district is a federal government contractor or subcontractor, please be aware that there may be other posting requirements for you.

APPENDIX F: FMLA POSTER

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1420 · Revised February 2013

APPENDIX G: NOTICE OF PRIVACY PRACTICES

SCHOOL DISTRICT
NOTICE OF PRIVACY PRACTICES
REQUIRED NOTIFICATION

THIS NOTICE IS BEING SENT TO YOU AS REQUIRED BY FEDERAL REGULATION.
IT DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW IT CAREFULLY.

THE DISTRICT'S LEGAL DUTIES

The District is required by law to safeguard the privacy of your protected health information. The District is also required to give you this Notice about our legal duties and privacy practices relating to protected health information. Protected health information is any individually identifiable health information relating to your past, present or future physical or mental health or condition; the provision of health care services to you; or the payment of past, present, or future health services to you, whether that information is written, electronic, oral, or recorded in another medium. The information may be created or received by entities such as health care providers, health plans, or employers.

The District is required to abide by the terms of this Notice currently in effect. The District reserves the right to change our privacy practices and the terms of this Notice for all protected health information the District maintains even if the information was created or received before issuing the revised Notice. If a material revision is made, the District will distribute a copy of the revised Notice.

This Notice takes effect on July 1*, 2013* and remains in effect until the District replaces it. You may request a copy of this Notice at any time or you may view it on the District's website at www.blackhawk.k12.wi.us. For more information about our privacy practices, or for additional copies of this Notice, please contact the individual designated at the end of this Notice.

USES AND DISCLOSURES

The District may use and disclose your health information for the following purposes:

Treatment: The District may use and disclose your protected health information to provide, coordinate, or manage your health care and any related services with a physician or other health care provider. For example, the District may disclose to a treating neurologist the name of your treating general physician so that the neurologist may request medical records from the treating general physician.

Payment: The District may use and disclose your protected health information to determine and to fulfill coverage responsibilities and to provide benefits under the District's health plan. The District may also use and disclose your protected health information to obtain or provide

reimbursement for benefits provided. For example, a third-party administrator may send you a detailed bill or explanation of benefits form, which may include information that identifies you, your diagnosis, and the procedures that you received.

Healthcare Operations: The District may use and disclose your protected health information for certain administrative, financial, legal, and quality improvement activities necessary to run our business and to support the core functions of treatment and payment. For example, such activities could include, but are not limited to, underwriting and other activities relating to the creation, renewal, or replacement of a contract for health benefits. Such activities also include sharing your protected health information with third party "business associates" that perform various activities for us.

Family and Representatives: The District must disclose your protected health information to you, as described in the Individual Rights section of this Notice. The District may disclose your health information to a family member, friend or other personal representative formally designated by you or by law to the extent necessary for the proper provision or payment of healthcare.

Persons Involved in Your Care: The District may use or disclose protected health information to notify, or assist in the notification of (including identifying or locating) a family member, a personal representative of the individual, or another person responsible for the care of the individual of the individual's location, general condition, or death. If you are present, you will have the opportunity to object to such use or disclosure of your protected health information. If you are not present, or the opportunity to agree or object cannot be provided due to incapacity or emergency, the District, in the exercise of professional judgment, may determine whether the disclosure is in your best interest. The District may use professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to act on your behalf to receive protected health information.

Business Associates: The District may disclose protected health information to business associates that perform services on behalf of the District. To protect the privacy of your health information, the District will contractually require business associates to maintain appropriate safeguards to protect your protected health information.

Abuse or Neglect: The District may disclose protected health information about an individual whom we reasonably believe to be a victim of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect, or domestic violence.

Health Oversight Activities: With certain exceptions, the District may disclose your protected health information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of specified programs.

Public Health Activities and Related Purposes: The District may disclose your protected health information to public health authorities authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions. In addition, the District may disclose protected health information to a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect. The District may also disclose your protected health information to a person subject to the jurisdiction of the Food and Drug Administration (FDA) with respect to an FDA-regulated product or activity for which that person has certain responsibilities.

Required by Law: The District may use or disclose protected health information to the extent that federal, state or local law requires such use or disclosure and the use or disclosure complies with, and is limited to, the relevant requirements of such law.

Judicial and Administrative Proceedings: The District may disclose protected health information in the course of any judicial or administrative proceeding: 1) in response to an order of a court or administrative tribunal, or 2) in response to a subpoena, discovery request, or other lawful process.

Law Enforcement Purposes: The District may disclose your protected health information to assist law enforcement officials in the performance of their law enforcement duties and as required or permitted by law.

Workers' Compensation: The District may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs that provide benefits for work-related injuries or illness without regard to fault.

Health and Safety: The District may, consistent with applicable law and standards of ethical conduct, use or disclose protected health information, if we, in good faith, believe the use or disclosure will avert a serious threat to health or safety of a person or the public.

Plan Sponsor: The District may disclose your protected health information to district officials as needed to fulfill our administrative responsibilities relating to the district's Health Care Plan.

National Security: The District may use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission, if the appropriate military authority has published by notice the appropriate information. The District may also disclose, to authorized federal officials, health information required for lawful intelligence, counterintelligence, and other national security activities. The District may disclose to a correctional institution or law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual upon a showing of necessity.

INDIVIDUAL RIGHTS

Access: You have a right to inspect and obtain a copy of protected health information about you, with exceptions, for so long as the District maintains the information. Requests for access must be made in writing and sent to the contact person at the end of this Notice. Requests for copies must be made in writing and sent to the contact person listed at the end of this Notice. You may request the information in a format other than hard copies and the District will comply with your request if practicable. You will be charged a reasonable cost-based fee for expenses such as copies, labor, postage, and preparation fees for a summary of the health information if you request one. The District may deny requests in certain cases. You have a right to request a review of certain denials of access.

Restriction: You have the right to request additional restrictions on the use and disclosure of your protected health information. Any such request must be made in writing and must state the specific restriction requested and to whom that restriction would apply. The District is not required to agree, but if it does, the District will not use or disclose, except in certain emergencies, protected health information in violation of the restriction.

Confidential Communications: You have the right to request that the District communicate with you regarding your protected health information by alternative means or at alternative locations. Your request must be in writing and must specify an alternative address or other method of contact. The District will accommodate reasonable written requests if you clearly state that the disclosure of all or part of your protected health information could endanger you.

Amendment: You have the right to request that the District amend your protected health information, if that information is in error. Your request must be in writing and state the reason for your request. If your request is denied, you have a right to submit a written statement disagreeing with the denial. The District has the right to issue a rebuttal to your statement, in which case, a copy will be provided to you.

Accounting: You have a right to receive an accounting of disclosures of your protected health information made by the District or our business associates for purposes other than treatment, payment or health care operations and certain other activities. The District will provide the first accounting to you in any 12-month period without charge. If you request an accounting more than once in a 12-month period, the District may charge you a reasonable cost-based fee. If the District will charge a fee, it will notify you in advance and provide you an opportunity to withdraw or modify your request for a subsequent accounting in order to avoid or reduce the fee.

Authorization: The Plan will obtain your written authorization for uses or disclosures that are not identified by this Notice. Subject to certain limitations, you may revoke any authorization in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

Electronic Notice: If you receive this Notice electronically, you may still obtain a paper copy upon request to the contact person listed at the end of this Notice.

COMPLAINTS

You have the right to file a complaint if you believe your privacy rights have been violated. You may file a complaint by writing to the District's Privacy Officer (*see* Contact Information, below). You may also file a complaint with the Department of Health and Human Services. You will not be retaliated against for filing a complaint.

CONTACT INFORMATION

For further information about the District's privacy policies, please contact:

Bob Lloyd
202 E. Center Street/ PO Box 303
South Wayne, WI 53587
608-439-5400 ext. 108

If you have concern or complaints regarding the District's privacy policies, please contact:

Bob Lloyd
202 E. Center Street/ PO Box 303
South Wayne, WI 53587
608-439-5400 ext. 108