



# Williams Bay School District

## Employee Handbook 2023-2024

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**Williams Bay School District**  
Employee Handbook  
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# Williams Bay School District

## Introduction and Purpose of this Handbook

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Dear Staff:

On behalf of the Board of Education and myself, I would like to welcome each one of you to the start of a new school year. Please take the time to **READ** through this handbook and to ask any questions that you might have regarding its contents. This Employee Handbook is a living document that will be reviewed annually with the Board of Education and staff to determine what additions, deletions or modifications may be necessary to keep it current and relevant.

The goal each year is for the Board of Education by or before July 1<sup>st</sup> to formally approve any revisions and changes. The current version of the Handbook is in effect from July 1 to June 30.

If you have a question about any section of this handbook, feel free to contact either me or your building principal/supervisor.

I look forward to working with each of you again throughout this school year.

Sincerely,

A handwritten signature in black ink that reads "William White". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Dr. William White  
District Administrator



## District Mission

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The Williams Bay School Community empowers all students to achieve and excel academically, socially, and civically to reach their individual goals.

## District Vision

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Dream. Aspire. Achieve.

### VALUES & BELIEFS

- Exercising the right to learn in a safe, healthy, and nurturing environment
- Learning and becoming a lifelong learner
- Making a positive contribution to society
- Developing individuals with good character, compassion, and integrity.
- Understanding the importance of respect and responsibility in our global society



### GOALS

- Ensuring a positive learning climate and school culture to promote continuous student growth and achievement in the Williams Bay School Community
- Developing a systematic process to attract, train and retain high quality staff
- Managing facilities and resources in a responsible, efficient, and effective manner
- Fostering community partnerships to benefit the overall development of the school community

## About this Handbook

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The Employee Handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations, and standards of the District; however, this Handbook is not all-inclusive. This Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of any other rights or benefits, or a contract of employment, expressed or implied. Copies of Board Policies and Administrative Regulations are available on the District website at: [www.williamsbayschools.org](http://www.williamsbayschools.org). 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 Williams Bay Board of Education.

This Handbook is provided as a reference document for the Williams Bay School District's (hereinafter referred to as "District") employees. For purposes of this Handbook, employee means any regular full-time and part-time administrative, professional (including teachers), instructional support staff employees, administrative assistants, maintenance employees, and all other exempt and non-exempt employees (excludes all seasonal, temporary, substitute, limited-term replacement, or casual employees).

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

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

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

This 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. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration, the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Williams Bay School District Board of Education.

- A. Disclaimer: The contents of this Handbook are presented as a matter of information only. The provisions described are not conditions of employment. The District has the right to modify, revoke, suspend, terminate, or change any or all such provisions in this Handbook, in whole or in part, at any time, which will be done consistent with the manner in which changes are made to Board Policy.
- B. If any provision or section within this Handbook is held to be invalid by operation of law, the remainder of this Handbook shall not be affected thereby. Any change in the law will impact the operation and enforcement of the provisions of this Handbook by modifying the provisions to conform to the law.
- C. The District has the right to interpret and apply the provisions of this Handbook in its discretion and as it deems appropriate as an essential management right and to determine whether specific circumstances require deviation from its terms.
- D. Any/All previous handbooks/agreements are invalid

## Definitions

### **Full-time Educator:**

Full-time educators are defined as employees with an assignment of 1.0 full-time equivalent (FTE) in a position that is expected to continue from year to year. Full-time educators are hired under a regular, renewing contract. The contract renewal/nonrenewal timelines and procedures described in Section 118.22 of the state of Wisconsin Statutes apply to these employees.

### **Part-time Educator**

Part-time educators are defined as employees with less than a 1.0 full-time equivalent (FTE) or 1.0 FTE temporary positions that are only anticipated to exist for one year or less, i.e., full-year replacements for maternity/medical leaves and one-year limited term contracts issued to “late hires”. Part-time employees are not hired under a regular, renewing contract and the contract renewal/nonrenewal provisions of Statute 118.22 do not apply to these employees. For the purposes of benefits outlined in this Handbook, employees must have a minimum assignment of seventy-five percent (75%) of a 1.0 FTE to qualify for benefits. Part-time educators must attend and participate fully in all professional development days as that time is built into their salary. Record-keeping days (grading, working in classrooms) are worked at the part-time employee’s regular schedule.

### **Full-time 12-month Employees**

Full-time 12-month employees are defined as employees who are regularly assigned to work 30 hours or more per week, and 12 months per year (235 or more days).

### **Full-time School-Year Employees**

Full-time School-Year Employees are defined as employees who are regularly assigned to work 30 hours or more per week and work the approximately 10 months of the school year (174 days to 234 days).

### **Part-time Employees**

Part-time Employees are defined as employees with an assignment of less than 30 hours per week, most of whom work approximately 10 months of the school year or less or are seasonal employees. Part-time employees may not, under any circumstances, exceed their assigned work hours unless explicitly authorized to do so in writing by their building principal or director.

### **Non-Exempt (Hourly) Employees**

A person paid by the District for his/her work on an hourly basis and who satisfies the definition of non-exempt as used by the Fair Labor Standards Act.

### **Exempt (Salaried) Employees**

A person paid by the District for his/her work on a salaried basis and who satisfies the definition of exempt as used by the Fair Labor Standards Act.

# PART I: PROVISIONS APPLICABLE TO ALL EMPLOYEES

## SECTION 1 - EMPLOYMENT LAW

### **Confidentiality of School Documents/Records (Policy 347 – Student Records and Policy 526 – Personnel Files)**

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While many school documents/records are open to the public, there are numerous laws governing the release of personal information of employees and students. Employees, in performing their job duties, often have access to confidential employee and student information. This information shall be kept confidential except to the extent needed to perform the employee's job. Examples of employee records that have confidentiality provisions are the Health Insurance Portability and Accountability Act (HIPPA), other employee medical records, and certain personnel records.

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 347 – Student Records. The law and respect for our students require that student issues are only discussed consistent with these laws. 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.

Because it is not always clear what information is confidential, an employee should exercise discretion when talking about school related matters.

### **Employment of Minors**

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

### **Equal Opportunity (Policy 511)**

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The Williams Bay School district is an equal opportunity employer. Personnel hiring and administration in the district are to be conducted so as not to discriminate against applicant or employee on the basis of age, race, sex, marital status, handicap, creed, color, disability, national origin ancestry, sexual orientation, membership in the National Guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin or any other reason prohibited by state or federal law.

In keeping with the requirements of federal and state law, the District shall strive to remove any vestige of discrimination in employment, assignment, and promotion of personnel. Discrimination complaints shall be handled in accordance with established procedures.

Policy 512 relates to reports concerning harassment against employees, except Title IX sexual harassment, and such reports of harassment against employees will be processed under that policy. Policy 512.1 relates to reports and formal complaints concerning Title IX sexual harassment against employees, and reports and formal complaints will be processed under that policy.

Any questions concerning the application of this policy, including application of Title IX, should be directed to the Title IX Coordinator/Compliance Officer, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The individual below, or his or her designee, is designated and authorized to serve as the District's Title IX Coordinator/Compliance Officer:

Chris Colosimo  
Director of Special Education & School Psychologist  
Williams Bay School District  
500 W. Geneva Street  
Williams Bay, WI 53191  
262-245-1575  
ccolosimo@williamsbayschool.org

Application forms, hiring practices and personnel administration shall periodically be evaluated to avoid possible development of stereotypes and biases.

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by email, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator / Compliance Officer. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address list for the Title IX Coordinator/Compliance Officer.

Discrimination complaints shall be called in accordance with established procedures.

1. Any complaint alleging non-compliance with federal regulations or these policies, should be filed in writing to include a statement of facts comprising the alleged non-compliance. This statement must be signed and dated.
2. Written complaints should be submitted to the school's Title IX Coordinator, all inquiries regarding the Williams Bay Schools' programs relating to Title IX may also be made to the Title IX Coordinator.
3. Any employee or applicant for employment who believes that the District or any part of the school organization has in some way violated the District's equal opportunity employment policy may bring forward a complaint as follows:

#### **Informal Procedure**

Anyone who believes he/she has a valid basis for complaint shall discuss the concern with the building principal who will investigate the complaint and reply to the complainant. If this reply is not acceptable to the complainant, he/she may initiate formal procedures according to the steps listed below.

#### **Formal Complaint Procedure**

**Step 1:** A written complaint statement shall be prepared by the complainant and signed. It shall be presented to the Title IX Coordinator / Compliance Officer who shall immediately undertake an investigation of the suspected infraction. He/she or his or her designee shall review with building principals and other appropriate persons the facts comprising the alleged discrimination, decide the merits of the case, determine the action to be taken, if any, and report in writing the findings and the resolution of the case to the complainant.

**Step 2:** If the complainant is dissatisfied with the decision, he/she may appeal the decision in writing to the School Board. The Board shall hear the appeal at its next regular meeting, or a special meeting may be called for the purpose of hearing the appeal. The Board shall make its decision in writing. Copies of the written decision shall be mailed or delivered to the complainant and the District Administrator.

#### **Maintenance of Complaint Records**

The maintenance of complaint records is recommended for the purpose of documenting compliance. Records should be kept for each complaint filed and, at a minimum, should include:

1. The name and address of the complainant and his/her title or status.
2. The date the complaint was filed.
3. The specific allegation made, and any corrective action requested by the complainant.
4. The name and address of the respondents.
5. The levels of processing followed, and the resolution, date, and decision-making authority at each level.
6. A summary of facts and evidence presented by each party involved.
7. A determination of the facts, statement of the final resolution, and the nature and date(s) of any corrective or remedial action taken.

The District will prominently display its nondiscrimination policy and contact information for the Title IX Coordinator/Compliance Officer on the District's website and in each handbook or catalog that it makes available to applicants for admission (if applicable) and employment; student, parents, or legal guardians of elementary and secondary school students; employees; and unions or professional organizations holding collective bargaining or professional agreements.

The District will provide notice of the nondiscrimination policy and the contact information for the Title IX Coordinator to applicants for admission (if applicable) and employment; student, parents, or legal guardians of elementary and secondary school students; employees; and unions or professional organizations holding collective bargaining or professional agreements."

The District will provide notice of its grievance procedure for Title IX complaints and its grievance process for formal complaints for sexual harassment under Title IX to applicants for admission (if applicable) and employment; student, parents, or legal guardians of elementary and secondary school students; employees; and unions or professional organizations holding collective bargaining or professional agreements.

## **Employee Harassment (Policy 512)**

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The Williams Bay School District does not tolerate harassment, including unwelcome or nonconsensual conduct of a sexual nature in any form and will take all necessary and appropriate action to eliminate it, up to and including discipline which may result in termination of a staff member. It is the policy of the School District to maintain and attempt to ensure a working environment free of any form of harassment toward employees by students, employees, school board members, volunteers and/or applicants on the basis of sex, race, marital status, creed, religion, national origin ancestry, sexual orientation, gender identity, color, age, disability or any other factor outlined in law. Harassment undermines the integrity of the School District and the accomplishment of its educational goals. Policy 512.1 relates to reports and formal complaints concerning Title IX sexual harassment against employees, and any reports and formal complaints of sexual harassment will be processed under that policy 512.1.

All employees and regular volunteers of the District are required to be familiar with, and comply with, the policy of the District prohibiting employee harassment. This policy will be included in the Employee handbooks and will be reviewed with staff.

Harassment can arise from a broad range of unwelcome physical or verbal behavior which can include, but is not limited to, the following:

- Racial, ethnic or religious insults or slurs,
- Persistent name calling, using an employee as the focal point of jokes, offensive comments/remarks
- Physically or socially excluding an employee from work related activities
- Pushing, poking, tripping, assaulting or threatening assault
- Damaging an employee's property or work area
- Nonverbal threats or gestures that convey threatening, intimidating or insulting messages.

Sexual harassment is defined as unwelcome requests for sexual favors or deliberate verbal or physical conduct of a sexual nature, whether or not repeated, that is sufficiently severe to create a hostile work environment. Conduct which may constitute sexual harassment under this Policy and Policy 512.1 includes, but are not limited to, any of the following:

- Verbal comments, including statements or jokes of a sexual nature or jokes that are degrading or humiliating based on gender;
- subtle or overt pressure for sexual activity;
- inappropriate staring or leering at another person;
- pinching, patting or other forms of unwanted touching such as intentionally brushing against someone;
- graphic comments concerning the victim's body;
- sexually suggestive objects, pictures or gestures;
- sexually degrading words used to describe the victim;
- propositions of a sexual nature;
- the threat or insinuation that the lack of sexual submission will adversely affect the victim's employment or other conditions that affect the victim's work environment;
- persistent requests for social/sexual encounters;
- sexual assaults as defined by Wisconsin law.

### **Retaliation**

No District employee, school board member, or student shall attempt to restrain, interfere with, coerce, discriminate or take reprisal action against the complainant or his/her witnesses during or after the presentation, processing and resolution of a complaint.

### **Procedure of Filing a Harassment Complaint**

The building principals are responsible for coordinating regulations concerning harassment in their work sites. The Director of Special Education / School Psychologist is designated as the "Title IX Coordinator" in the District.

It is important for these procedures to respect and advance the rights of all parties, including the protection of personal privacy interests and the protection of the reputation of all concerned and involved parties. In order to ensure fair procedures and to protect these interests, all parties are encouraged to keep these matters confidential. All investigating and reviewing officers are charged with the responsibility to hold these matters in the strictest possible confidence in order to guard against the unnecessary or inadvertent disclosure of information relating to any pending charges or investigations.

Employees, or others who believe they are the victims of harassment should immediately report their concerns to the Title IX Coordinator. If an adult employee other than the principal receives the complaint, the employee shall forward the complaint to the principal or other administrator for review and action as necessary.

The District shall provide an opportunity for resolution of a harassment complaint on an informal basis after the complaint has been filed. For the informal resolution of a complaint, the principal shall act as a facilitator if the complainant wishes to resolve the matter short of a full investigation.

Formal complaints will be taken seriously and will be subject to thorough review and immediate investigation by the receiving officer or designee.

1. A person who believes he or she has been subjected to harassment by supervisors, co-workers, students, volunteers, or school board members, shall immediately report the harassment. If the complainant's charge involves someone in the complaint process or if the complainant is uncomfortable discussing the matter with one of the designated persons, he/she may report to any other supervisor up to and including school board members.
2. Any District employee who is aware of harassment, whether or not that employee is a victim of harassment, has an obligation to report such harassment to the Title IX Coordinator / Compliance Officer.
3. While complaints can be filed orally or in writing, at a time when they become a formal complaint, they should be placed in writing and signed and should include the specific nature of the harassment and corresponding dates and also the name(s) of the harasser and any witnesses.
4. The District shall provide prompt, complete, independent and impartial investigation of the complaint. The investigation will be conducted by the Title IX Coordinator / Compliance Officer or his/her designee. The investigator shall, in accordance with District policies, investigate the complaint, notify the person who has been accused of harassment, obtain a response to the allegation and arrange a meeting to discuss the complaint with all concerned parties.
5. If the complainant is satisfied with the response in an informal resolution and an informal resolution is arrived at, the terms of such resolution shall be reduced to writing and made a part of the complaint file. If the complainant is not satisfied with the response, the principal shall then proceed with the formal complaint procedures.
6. The results of the investigation of each formal complaint filed under these procedures will be reported in writing to the complainant and the District Administrator by the principal. Upon receipt of the report, the District Administrator will take such action as appropriate, based upon the results of the investigation. The complainant will be advised of any action taken as a result of the complaint.
7. If the complainant is not satisfied with the answer, a written complaint may be filed with the School Board within fifteen (15) working days after receipt of the response from the District Administrator. The Board will hold a meeting at which the complainant will be given the opportunity to present the complaint. The Board will give a written answer to the complaint following completion of the meeting.

These procedures do not deny the right of any individual to pursue other avenues of recourse, which may include filing charges with an appropriate agency or agencies, initiating civil action or seeking redress under state criminal statutes and/or federal law.

#### **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, all employees must have a completed an I-9 form as prescribed by applicable law or District policy

## SECTION 2 - GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

### Absence Reporting

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Employees who are unable to report to work shall report absences using Frontline, the electronic absence reporting system. Employees should also follow any individual protocols established by the building principal or their direct supervisor. Generally, employees are expected to contact his/her supervisor a minimum of two hours prior to the start of the school day. Failure to notify the District of an absence and failure to report to work could result in disciplinary action up to and including termination. Absences must be accurately recorded in Frontline within 24 hours of the start of the absence by the employee. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

### Accident/Incident Reports

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

### Administrator/Staff Communications

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The District Administrator and all members of the administrative team will have an open-door policy regarding staff meetings. The District Administrator and all members of the administrative team will strive to make time to meet with any staff member at a mutually acceptable time to discuss any individual or group ideas or concerns. However, the administration reserves the right to require meetings with any staff member(s) at any time.

### Anti-Retaliation

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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 complaint policies. The protection described is only available to employees who comply with this requirement. Protection against retaliation 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 principal or supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

### Attendance

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Employees of the Williams Bay School District are expected to take their employment and their commitment to their students extremely seriously by fulfilling their professional and contractual obligations every hour of every day. For schools to operate successfully and efficiently, employees are expected to effectively perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Any deviation from regularly assigned hours must have prior approval from the employee's principal or supervisor. Poor attendance may result in ineligibility for performance-based compensation as well as disciplinary action up to and including termination of employment.

### Staff Communications of Concerns About Operations (Policy 521.1)

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#### Process for Communicating Concerns about Programs and Operations

Generally, responsibility for District programs, operations and communications shall flow simply and clearly from non-supervisory staff to supervisory and administrative staff, to the Superintendent. The administration shall identify for each employee a primary supervisor. All employees should refer concerns regarding programs, operations, and other matters requiring supervisory or administrative attention to their supervisor. In the event of a substantive disagreement between an employee and a supervisor that cannot be resolved, the employee and the supervisor will jointly advance the issue to the Superintendent. The Superintendent may



decide that the issue lies within the discretion of the supervisor or take the issue on for further inquiry and analysis. The Superintendent makes the final decision regarding operational matters.

The Board desires to maintain open channels of communication with the staff. The basic line of communication will be through the District Administrator. Board-staff communication will be framed by the following guidelines:

**A. Staff Communications**

All District employees are expected to pursue concerns and complaints through the established supervisory lines of authority. Formal concerns and complaints should be filed through the appropriate internal informal or formal complaint processes, or through appropriate external legal channels.

**B. Staff Interactions with Individual Board Members**

The Board and the school administrators understand that Board members and District employees share a keen interest in the District's schools and in education generally. Therefore, it is expected that individual Board members and individual employees will regularly meet in the community, through social events, and school functions and, informally, discuss matters such as district programs and activities and educational trends, issues, and innovations. On such occasions, the Board's expectation is that employees will use sound judgment in ensuring that they are not purposefully undermining the District's established lines of authority.

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## **Child Abuse Reporting (Policy 454)**

All school employees are considered mandatory reporters. Any District employee who has reasonable cause to suspect that a child, seen by the person in the course of his/her duties, has been abused or neglected or has reason to believe that a child, has been threatened with abuse or neglect, or that abuse or neglect of the child will occur, shall report by telephone or present the facts and circumstances to the Walworth County Department of Health and Human Services (262) 741-3200 or Walworth County Sheriff's Department: (262) 741-4400 or Williams Bay Policy Department at (262) 245-2710. See Board Policy 454 - Reporting Child Abuse.

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## **Communication Technologies (Policy 522.6)**

The School District provides access to communication and information resources to help employees do their job and be well informed. This includes Internet access, the email system, telephones, and all other hardware and software connected to the district's voice, data, or video networks. These resources represent a considerable commitment of financial and human capital for telecommunications, networking, software, storage, etc. The following rules are designed to help everyone use the school district's technology resources wisely. Employees have no expectation of privacy in District-provided communication and information resources. The School District has the right to inspect, monitor, or search such resources at any time.

All other school district policies also apply to conduct on the school district's voice, data, and video networks and equipment.

While the district's technological resources offer many potential benefits, including better communication and connections to the world, they also open the door to some significant liabilities. Therefore, each employee is expected to understand and comply with the following rules. Violation of these rules will result in disciplinary action, up to and including termination and/or legal action, if warranted. Below are some best practices for technology usage that align to Policy 522.6.

**Use passwords that can't be easily guessed and protect your passwords**

- Don't share your passwords and avoid writing them down.
- Characteristics of good, cryptic passwords:
  - Contain a mixture of upper- and lower-case letters, numbers, and symbols.
  - At least 8 characters in length (or longer if they are less complex)
  - Difficult to guess (e.g. do not include real words or personal information like username, names of family members, places, pets, birthdays, addresses, hobbies, etc.)
  - Easy to remember (so you do not have to write them down)

**Shut down, lock, log off, or put your computer and other devices to sleep**

- Before leaving them unattended, and make sure they require a secure password to start up or wake-up.
- On Chromebook keyboard: Press Search + L or at the bottom right, select the time. Select Lock; <ctrl><alt><delete> or <Windows><L> on a PC; Apple menu or power button on a Mac.
- Do not install or download unknown or unsolicited programs/apps to your computer or other devices.

## **Protect information when using the Internet and email**

- Only use trusted, secure web pages when entering personal or sensitive information online. Do not log in to web sites or online applications unless the login page is secure.
- Look for https (not http) in the URL to indicate that there is a secure connection.
- Be especially careful about what you do over wireless. Information and passwords sent via standard, unencrypted wireless is especially easy for hackers to intercept (most public access wireless is unencrypted).

## **Beware of scams**

- Never reveal your password or click on unknown links or attachments. Be careful who you share your private information with.
- Do not respond to email, instant messages (IM), texts, phone calls, etc., asking you for your password. You should never disclose your password to anyone.
- Only click on links from trusted sources. Never click on an unfamiliar link unless you have a way to independently verify that it is safe. This includes tiny URLs and any link where you cannot tell where it will take you. Do not click on any link of any unexpected email claiming to come from any financial institution. (Bank, credit card, investment, etc.). Legitimate institutions do not have you log in through clickable links in emails. Delete the email then either go to the site by typing in the site name in the search bar or call the bank on the phone.
- Do not click on any link of any unexpected email where you are asked to confirm your email address and password. Legitimate email providers do not request this information via email links. As a general rule, unless you are certain of the legitimacy of an email, anything over 4 hours old should be deleted. (This is a strict rule that's very effective for keeping junk mail down too).
- Do not open unsolicited or unexpected attachments. If you cannot verify an attachment is legitimate, delete it.
- Do not give private information to anyone you don't know or who doesn't have a legitimate need for it -- in person, over the phone, via e-mail, IM, text, Facebook, Twitter, etc.

Contact administrators or the IT department immediately if you feel a security breach has occurred.

## **Conflict of Interest (Policy 522.41)**

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

## **Conformity of Law**

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

## **Copyright Infringement (Policy 771)**

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Federal copyright law makes it illegal to duplicate copyrighted material without permission, except for certain exempt purposes. The Board further realizes that severe penalties are provided for unauthorized copying of audio, visual or printed materials unless the copying falls within the bounds of the "fair use" doctrine. The Board, therefore, informs all personnel that unauthorized reproduction and/or use of copyrighted materials is illegal and unethical, and that violations of the copyright laws may result in criminal or civil suits and/or suspension or dismissal from employment in the system.

To protect staff members and the Williams Bay School District against legal redress for alleged violations of the copyright laws, that person making the reproduction must be certain such reproduction is permissible. When in doubt, he or she should contact the District

Administrator in order to ascertain whether copying falls under "permitted use." If it does not, the District Administrator may request permission to reproduce materials from copyright holders. Requests to reproduce copyrighted materials on District equipment will not be honored unless the reproduction is legally permissible.

## **Criminal Record-Obligation to Report (Policy 525.1)**

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All District employees shall notify his/her principal or supervisor as soon as possible, but no more than three (3) calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, and any of the other offenses as indicated below:

- crimes involving school property or funds;
- 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;
- crimes that occur wholly or in part on school property or at a school-sponsored activity;
- an offense which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community];
- an offense that involves a victim that is a minor; or
- a misdemeanor which violates the public trust.

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

- the nature of the offense;
- the date of the offense;
- the relationship between the offense and the position to which the employee is assigned;
- state law regarding arrest and conviction record discrimination; and
- any other factors deemed relevant by the district.

Nothing herein shall prohibit the District from placing an employee on non-disciplinary paid administrative leave or suspending without pay based upon an arrest, indictment, or conviction, consistent with applicable law.

## **Disaster Preparedness**

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

## **Drug, Alcohol and Tobacco-Free Workplace (Policy 522.1 and Policy 522.2)**

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

### **Prohibited Acts - Drugs and Alcohol**

Therefore, the manufacture, distribution, dispensation, possession, possession of drug paraphernalia, alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug (including use of prescription medication without a valid prescription or use inconsistent with a valid prescription) or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including termination of employment. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. [41 U.S.C. 702(a) (1) (A)]

## **Tobacco Products**

The Williams Bay School District prohibits the use of all tobacco and/or nicotine products, and electronic cigarettes, at all times on school premises, whether during the school day or outside the school day, and at all school-sponsored activities off school premises in which students are a part. School premises includes all property owned by, rented by, or under the control of the District including buildings, grounds, and vehicles. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.

## **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. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.

## **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. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline, or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. [41 U.S.C. 702(a0) (1) (A)] Compliance with the District's policies and rules is mandatory and is a condition of employment.

## **Notification of Conviction**

As a further condition of employment, an employee 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 appropriate federal agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

## **Employment Requirements**

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As governed by school, state and federal guidelines, all new employees must submit the following:

- Completed employment application.
- A tuberculin test (district will pay up to \$50.00 for this expense upon receipt of test results and bill). Staff members can go to Aurora Occupational Health Services in Elkhorn, Wisconsin and the clinic will then bill the Williams Bay School District directly for this service.
- I-9 proof of citizenship
- Pre-employment criminal background check (Policy 533.1)
- All employment is contingent upon acceptable results to the above requirements.

## **Employee – Student Relations (Policy 528)**

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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, “grooming” behaviors, or requests for sexual favors or sexually explicit language or conversation. Communication with students should be limited to school-district provided channels of communication whenever possible. 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.

## **False Reports**

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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**

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Employees shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the 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.

All money collected by District employees or student organizations is to be safeguarded at all times. Under no circumstances are collected monies to be left overnight in any classroom or taken home. Monies in excess of \$100 collected by employees or student organizations shall be deposited in the bank's night depository for safekeeping. Total cash and checks of up to \$100 will be placed overnight in the school's locked safe. Staff members who fail to turn in the money at the end of the school day are personally responsible for all funds not turned into the school office.

Complete records of all transactions shall be kept for the purpose of supporting audits by the District and/or the District's auditing firm.

## **Funds Management (Policy 662.1)**

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Each class and club shall be assigned a faculty advisor by the Building Principal who will be responsible to the Building Principal and District Administrator. Upon the election of officers, each class and club shall submit an annual listing of officers to the School District office. The class or club treasurer and faculty advisor will be responsible to the Building Principal and District Administrator for documentation of the collection and disbursements of all class or club funds.

The collection or raising of any funds by the class/club making use of school facilities or resources must have the recommendation of the faculty advisor as well as the approval of the Building Principal, District Administrator and/or designee. All such funds shall be under the financial control of the School Board and shall be deposited in the School District account after being received by the School District Treasurer.

Disbursements of class or club funds may be made only with the recommendation of the faculty advisor upon the approval of the Building Principal, District Administrator and/or designee. Proper documentation of vouchers or receipts must accompany each disbursement.

Complete records relating to class or club funds should be submitted at the end of each school year to the Business Office. An audit of all class or club funds shall be made at the same time as the annual audit of school funds (with the School District bearing the cost).

At the end of the school year, all balances will be carried over to the next school year with the exception of the year the class is graduating. The graduating class, or the class officers, after covering the expenses and activities of that class, shall designate before the end of the school year how any remaining balance will be spent. Any funds that remain in a graduating class treasury at the end of the school year of graduation automatically will become part of the School District's Scholarship Account.

### **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 limited to the following:

- forgery or unauthorized alteration of any document or account belonging to the District;
- forgery or unauthorized alteration of a check, bank draft, or any other financial document;
- misappropriation of funds, securities, supplies, or other District assets, including employee time;
- impropriety in the handling of money or reporting of District financial transactions;
- profiteering as a result of insider knowledge of District information or activities;

- unauthorized disclosure of confidential or proprietary information to outside parties;
- unauthorized disclosure of investment activities engaged in or contemplated by the District;
- 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);
- inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
- failure to provide financial records required by state or local entities;
- failure to disclose conflicts of interest as required by law or District policy;
- disposing of District property for personal gain or benefit and,
- any other dishonest act regarding the finances of the District.

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.

## **Fundraising (Policy 374)**

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All fundraising events MUST be approved by either the building principal and/or the district administrator. Principals will establish the format by which notification will take place.

## **Gifts (Policy 524)**

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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. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Employees should accept only gifts of token value from students.

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the District 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 Board Policy for information on conflicts of interest and for gifts and solicitations and §19.59, Wis. Stats.

## **Investigations**

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### **A. Expectation of Cooperation**

In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided in other sections of this Handbook. Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination. Intentionally making a false report, submitting a false formal complaint, or making a false statement or submitting false information during any complaint/grievance investigation/process is prohibited. Such conduct will result in disciplinary action up to and including immediate termination of employment.

### **B. Investigation interplay with potential criminal conduct**

If the investigation might implicate potential criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).

### **C. Administrative Leave**

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

## **Identification Badges (Policy 455)**

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

## **Licensure/Certification**

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Maintaining a valid license from the Wisconsin Department of Public Instruction is a personal responsibility of licensed staff members. Each teacher, administrator, or support staff member who is required to hold a license by the Department of Public Instruction is required to file a copy of his/her license with the district office.

A teaching contract with any person not legally certified to teach the assigned subject(s)/grade level(s) shall be void. The District may also initiate the contract nonrenewal procedures or terminate an employee immediately, whenever a currently employed educator fails to provide sufficient evidence of maintaining/securing appropriate licensure.

Educational Assistants who work with special education students are required to file a copy of their license with the district office. Failure to maintain a Special Education Assistant license may result in a loss of pay, suspension, or termination of employment.

To check the status of your license or to find information regarding maintaining your license, please visit the Department of Public Instruction website.

## **Loss, Theft of or Damages to Personal Property**

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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.

## **Maintenance Services (Policy 732)**

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The maintenance department forms an important part of our school program. Its main purpose is to maintain and improve the educational setting for the betterment of instructional purposes. Any room problems, etc., shall be reported in writing or by email to the elementary or middle/high school principal.

Remember, the maintenance staff members have many demands upon their time and the written request will facilitate the handling of issues and problems. Students should be encouraged and taught to take pride in their school setting by keeping the playground and building clean and in good order.

## **No Expectation of Privacy – Workspaces, Desks, etc.**

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Employees shall have no expectation of privacy with respect to any item or document stored in or on any District-owned property, which includes, but is not limited to: desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the 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 within any parameters required by state and/or federal law.

## **Operators of District Vehicles, Mobile Equipment and Persons Who Travel**

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All employees who drive a District vehicle, transport students in a private vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must hold a valid driver's license and abide by the following expectations and procedures:

### **A. Notice of Traffic Violations**

All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their principal or supervisor immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify Director of Business Services. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.

## **B. Mileage Reimbursement**

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District

## **Outside Employment**

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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/Dress Code (Policy 522.8)**

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The District expects that every employee's appearance is consistent with the high standards set for representatives of the District. Employees are expected to present a well-groomed, professional appearance suitable to the activities involved, and to practice good personal hygiene. It is understood that the administration can approve special dress days that promote team spirit and sense of community. Should a concern arise the employee's immediate supervisor will work directly with that employee to resolve the issue.

The District expects that all employees are neat, clean, and to be appropriately dressed for work displaying good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the Administration considers disruptive, inappropriate, or adversely affects the educational atmosphere.

## **Personnel Files (Policy 526)**

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The District will maintain a personnel file for each employee.

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

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

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

## **Physical Examinations (Policy 523.1)**

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The District may require a physical and/or mental examination at the expense of the District where the District has concerns about 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.



## **Personal Transportation Utilized for School Use (Policy 751.3)**

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Employees using private vehicles must comply with all aspects of policy 751.3 and applicable law.

### **A. Personal Car Insurance**

Employees who transport pupils for school activities in their cars shall carry minimum insurance policy limits of \$250,000 combined single limit (CSL) liability, \$100,000/\$250,000 bodily injury and \$100,000 property damage. A minimum of private care transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private vehicles 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 limited by enumeration, a review of the employees driving record, receipt of a medical opinion as required by Wis. Stat. § 121.555, and an examination of the vehicle.

### **B. Authorization to Transport**

The Authorization to Transport Students in Personal/Rental Vehicles form must be completed and returned to principal or supervisor for approval and forwarded to the Director of Business Services for approval at least five (5) days prior to event. Any employees who will be driving students must make the District aware of any driving citation or conviction of a traffic violation prior to transporting students.

Employees operating a District vehicle or personal vehicle for District business, as well as all passengers in such vehicle, shall wear seat belts at all times as required under Wisconsin Law. Any fines or penalties assessed by law enforcement due to lack of wearing a seat belt are the responsibility of the individual and no District reimbursement will be granted.

Employees operating a District vehicle or personal vehicle for District business shall utilize a mobile device in accordance with Wisconsin law and shall not utilize device while driving unless the mobile device is used in a hands-free mode. Any fines or penalties assessed are the responsibility of the individual and no District reimbursement will be granted.

## **Political Activity**

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

- No school employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- 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.
- 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.
- No school employee shall attempt to pressure, intimidate, ridicule, or otherwise embarrass a student for the appropriate expression of a political viewpoint in an appropriate setting.

## **Position Descriptions (Policy 531)**

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Position descriptions are available for inspection for each District employee. Employees must be able to successfully perform the essential functions of the job description, with or without reasonable accommodations.

## **Sale of Goods and Services**

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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.

## **School Calendar Development**

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The District Administrator will generally solicit staff and administrative feedback on a proposed calendar. The District Administrator will create and recommend for School Board approval, a calendar(s) for the upcoming school year(s) by the February Regular Monthly Board Meeting. 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.

## **Textbooks/School Issued Equipment**

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All textbooks, Chromebooks, and workbooks are furnished to students by the school. Students are responsible for their books and will be fined for damage or loss. Teachers will maintain a list of all textbooks. This list will contain the name of the teacher, textbook name, number, and student assigned.

## **Use of District Property (Policy 742)**

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

## **Violence/Bullying in the Workplace**

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Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. Such conduct by employees, former employees, contractors or visitors is not tolerated. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.

Definitions as used under this section:

- **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.
- **Threat:** A communicated intent to inflict physical or other harm on any person or property.
- **Intimidation:** Behavior or communication that comprises coercion, extortion, duress, or putting in fear.
- **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:
  - assault or battery;
  - blatant or intentional disregard for the safety or well-being of others;
  - commission of a violent felony or misdemeanor;
  - dangerous or threatening horseplay or roughhousing;
  - direct threats or physical intimidation;
  - loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment;
  - physical restraint, confinement;
  - possession of weapons of any kind on District property;
  - stalking;
  - 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:

- If an emergency exists and the situation is one of immediate danger, employees shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect themselves from immediate harm, such as leaving the area.
- If the situation is not one of immediate danger, employees shall report the incident to the appropriate principal or supervisor or his/her designee as soon as possible.

An employee who has received a court order, including 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 court order to his/her principal or supervisor. The principal or supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

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

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

## SECTION 3 - GRIEVANCE PROCEDURE

The District has adopted a grievance policy (Policy 527.1) and procedure to resolve grievances by employees concerning discipline, termination, and workplace safety. A copy of that policy is contained in [Appendix A](#) of this Handbook.

## SECTION 4 - COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES

### A. Mileage Reimbursement

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the District's office or on the intranet.

### B. Expenses (Policy 671.2)

Employees required, or approved, by the District to attend conferences and seminars shall receive reimbursement for meals based on the District reimbursement schedule listed below unless prior approval has been received to exceed the amounts. Employees will be reimbursed at the following rates, or actual cost, whichever is less.

|           |         |
|-----------|---------|
| Breakfast | \$13.00 |
| Lunch     | \$15.00 |
| Dinner    | \$26.00 |

As a tax-exempt organization, tax will not be paid nor reimbursed.

## SECTION 5 - WORKER'S COMPENSATION

### A. Worker's Compensation Coverage and Reporting Responsibilities

In accordance with the section on accident and incident reports, if an employee is injured during the course of the workday, he/she must immediately complete the following steps:

- **Emergency Care:** In case of a SERIOUS INJURY OR ILLNESS (or any treatment that should not wait until clinic hours the next day) seek immediate treatment at the nearest emergency facility.
- **Report Your Work-Injury:** Immediately report your work-injury to your supervisor.
- **Phone EMC On call Nurse at 844-322-4668 (24 Hours/7 days a week):** You and your supervisor (if available) should call EMC Oncall Nurse. You will discuss the extent of your injury with a registered nurse and be guided to the appropriate level of care.
- **Follow EMC Oncall Nurse's Instruction:** When care is needed, the registered nurse will provide treatment recommendations and/or preferred medical facilities for work-injury treatment.

### B. 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 shall be charged with sick leave for the first three (3) days of any work-related injury/illness and receive his/her regular compensation. In the event that the absence for said injury/illness shall extend beyond seven (7) days the employee sick leave will be credited for the three (3) days.

Regular salary will cease to be paid for each day that an employee receives Worker's Compensation payment.

Questions regarding the continuation of all other benefits while on Worker's Compensation should be directed to the Business Manager.

In the event that this handbook provision conflicts with state law or the District's Worker's Compensation Insurance Policy, state law and the Insurance Policy shall control.

## SECTION 6 - BEREAVEMENT LEAVE

Bereavement Leave: Bereavement leave will be provided to an employee in the event of the death of a family member as follows:

### A. Immediate Family

Five paid days are allowed to prepare for and attend the funeral of an immediate family member. Immediate family includes: spouse/domestic partner, children/stepchildren, parents/stepparents, brothers/stepbrothers and sisters/stepsisters, grandparents, grandparents-in-law, grandchildren, parents-in-law, and brother/sister-in-law, daughter/son-in-law of an employee. These days will not be deducted from accumulated sick or personal leave.

### B. Non-Immediate Family

Two days may be used to prepare for and attend the funeral of a member of the employee's non-immediate family. Any leave used for non-immediate family will not be deducted from the teacher's sick leave.

### C. Extended Bereavement Leave

In extenuating circumstances, additional days of paid leave may be granted by the District Administrator for purposes of bereavement. Such additional days shall be deducted from the Employee's accumulated sick leave.

Whenever the supervisor deems such verification appropriate, the employee will be required to furnish the District with a document signed by the funeral home director or other documentation of attendance of the funeral.

## SECTION 7 - JURY DUTY LEAVES

### A. 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 workdays.

### B. Employee Notice

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

### C. 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 sign over the check received from serving on the jury to the school district and forward to the business office. If the check includes mileage, the employee will receive reimbursement from the District for that amount. The employee will not suffer any loss of benefits that would be accrued during this time or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

## SECTION 8 - UNPAID LEAVE

The District Administrator or designee, in his/her sole discretion, may grant an unpaid leave of absence for five (5) or fewer consecutive workdays. Requests for unpaid leave should only be made in cases of “once in a lifetime opportunity”, rare, or unique circumstances when all other applicable leave is exhausted.

The Board of Education, in its sole discretion, may grant an unpaid leave of absence for six (6) or more consecutive workdays. These requests for unpaid leave should only be made in cases of unique medical or personal circumstances when all other applicable leave is exhausted.

Employees wishing to request unpaid leave must submit the Unpaid Leave Request Form to the District Administrator. Except in unanticipated emergencies, this request should be made at least four (4) weeks in advance of the leave to the District Administrator. Employees might lose eligibility for group insurance benefits pursuant to the terms of the applicable plan documents while on unpaid leave.

Employees taking unpaid leave of six or more days may be required by the district to use accumulated sick leave that has been banked as of June 30th of the prior school year. Employees may not use any portion of the paid sick leave credited for the current school year for this unpaid leave.

Employees taking an unpaid leave of absence will be required to pay a prorated portion of their benefits. Employees taking an unpaid leave day, the pro-rated costs based on cash in lieu, single insurance, or family insurance would be:

|                  |                      |
|------------------|----------------------|
| Cash in Lieu     | \$25 per unpaid day  |
| Single Insurance | \$50 per unpaid day  |
| Family Insurance | \$100 per unpaid day |

This amount would be in addition to the employee’s daily per diem. For example, the employee has an annual salary of \$50,000 and takes family insurance. The unpaid day would be  $\$50,000/185 = \$270 + \$100 = \$370$ .

***For employees taking an unpaid leave of absence will be required to pay a prorated portion of their benefits, except when it is prohibited by law such as during state or federal FMLA leave. For questions regarding the cost of prorated benefits, contact the Business Office.***

## SECTION 9 - UNPAID PARENTAL LEAVE

All employees can request unpaid parental leave from the District Administrator or designee. This request must be made as soon as possible, ideally at the same time the employee requests FMLA for the birth or adoption of a child. All employees can request unpaid parental leave from the District Administrator or designee. This request must be made as soon as possible, ideally at the same time the employee requests FMLA for the birth or adoption of a child. The District requires employees to use accumulated sick leave that has been banked as of June 30 of the prior school year for any federal FMLA leave. Employees may not use any portion of the paid sick leave credited for the current school year for this unpaid leave.

Full-time employees are eligible for parental leave following the birth or adoption of a child. Parental leave will provide up to 4 weeks of additional, consecutive unpaid leave to an employee immediately following the exhaustion of the employee’s federal and state FMLA leave allotments for the birth or adoption of a child. At the discretion of the District Administrator and upon request from the employee, this unpaid parental leave can be extended further to the end of the nearest grading period (quarter). In the event of multiple births (twins, triplets, etc.), the amount of leave will remain the same.

Employees who are not yet eligible for FMLA with the District can request up to 12 weeks of leave following the birth or adoption of a child, in addition to requesting the parental leave available under this policy.

The District Administrator reserves the right to deny parental leave based on staffing needs or for any other reason.

Employees will only be eligible to stay on the District’s group benefits as permitted by the applicable insurance carrier and the applicable group benefit plan documents. If an employee is not permitted to stay on the District’s health group benefits, the employee might have to elect COBRA or state health insurance continuation coverage and pay the full cost of such coverage in the manner and amount determined by applicable law in order to maintain the employee’s group health benefits.

During the 12 weeks of FMLA regardless if the employee has accumulated sick leave or not, they would not be required to pay the prorated portion of the health benefits. If the employee extends their parental leave beyond the 12 weeks, and is taking all or any of this additional leave as unpaid, the employee would be required to pay the pro-rated benefit amounts for those days taken as unpaid. Employees taking an unpaid leave day, the pro-rated costs based on cash in lieu, single insurance, or family insurance would be:

|                  |                      |
|------------------|----------------------|
| Cash in Lieu     | \$25 per unpaid day  |
| Single Insurance | \$50 per unpaid day  |
| Family Insurance | \$100 per unpaid day |

This amount would be in addition to the employee's daily per diem. For example, the employee has an annual salary of \$50,000 and takes family insurance. The unpaid day would be  $\$50,000/185 = \$270 + \$100 = \$370$ .

For questions *regarding the cost of prorated benefits, contact the Business Office. For employees taking an unpaid leave of absence will be required to pay a prorated portion of their benefits, except when it is prohibited by law such as during state or federal FMLA leave. For questions regarding the cost of prorated benefits, contact the Business Office.*

## SECTION 10 - UNIFORMED SERVICES LEAVE

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

## SECTION 11 - FAMILY AND MEDICAL LEAVE

The District has adopted a Federal Family and Medical Leave policy (Policy 529.1). A copy of that policy is contained in [Appendix B](#) of this Handbook.

## SECTION 12 - BONE MARROW OR ORGAN DONOR LEAVE POLICY

Employees who have worked for the District for more than 52 consecutive weeks and worked at least 1,000 hours during the preceding 52 weeks are eligible for leave to be a bone marrow or organ donor. The employee may take up to six weeks of leave in a 12-month period for the purpose of serving as a bone marrow or organ donor if the employee provides the District with written certification that: (1) the donee has a serious health condition that necessitates a bone marrow or organ transplant; (2) the employee is eligible and has agreed to be a bone marrow or organ donor for the donee; and (3) the amount of time expected to be necessary for the employee to recover from the donation procedure.

The employee must give notice of the need for leave in a reasonable and practicable manner and must schedule the donation procedure so that it does not unduly disrupt the District's operations, subject to the donee's health care provider's approval.

Leave under this policy is unpaid, but employees may substitute paid or unpaid time of any other type provided by the District. Employee benefits, including group health insurance coverage, will be maintained as they would be in the event of a leave under the Wisconsin Family and Medical Leave Act. Taking leave under this policy will not entitle an employee to a right, employment benefit, or position to which the employee would not have been entitled had he/she not taken the leave, including accrual of seniority. Employees returning from a leave under this policy will be returned to their position, if vacant. If their position is no longer vacant, they will be returned to a position having equivalent compensation, benefits, working shift, hours of employment, and other terms and conditions of employment.

LEGAL REFERENCE: Wisconsin Bone Marrow and Organ Donation Leave law-  
Wis. Stats. § 103.11

## SECTION 13 - BENEFITS

### A. Cafeteria Plan/Flexible Spending Account

Section 125 of the Internal Revenue Code makes it possible for employees to pay certain qualifying expenses without paying taxes on them. The Flexible Benefit Plan allows the employee the opportunity to utilize specific tax advantages when paying for medical and dental insurance premiums, dependent care expenses paid by employee or spouse and also medical, dental, vision, etc., type out-of-pocket expenses. It allows for saving money by paying less Federal, State and FICA taxes on your qualifying expenses. The district automatically processes the employee portion of medical and dental insurance premiums through the Flex Benefit Plan. Please refer to the Employee Guide to Pre-Tax Savings for more information. This program is administered by a third-party Diversified Benefit Service.

**B. Elective Employee Retirement Account 403(b) and 457 Tax Sheltered Annuity (TSA) Program**

The School District offers a list of companies pre-approved to offer tax sheltered annuity programs and permit the withholding of income to enable the employees to participate in the program. All IRS regulations apply. Employees who interested in participating in the District’s voluntary retirement programs should contact the Business Office for information.

**C. 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. If there is a discrepancy between the information contained within this handbook and the benefit plan documents, the plan documents shall control.

**a. Minimum Hours for Any Board Contribution**

An employee whose individual contract has an assignment of at least seventy-five percent (75%) of full-time equivalency is eligible to participate in the District’s health insurance.

**b. Commencement and Termination of Benefits**

Coverage will commence on the employee’s first day of employment. The insurance benefits shall cease at the end of the month the employee’s resignation or termination becomes effective.

**c. Premium Contributions**

For full-time employees who are eligible for and select coverage, the District shall pay no more than the monthly established district portion (90%) of the monthly premium. Employees shall be responsible for the remaining portion of the premium. Payroll deductions for each plan will be calculated and updated on July 1 of each plan year based upon renewal costs.

The District will notify employees by June 1<sup>st</sup> of the insurance rates for the upcoming year.

**D. Dental Insurance**

The Board shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. If there is a discrepancy between the information contained within this handbook and the benefit plan documents, the plan documents shall control.

**a. Minimum Hours for Any Board Contribution**

An employee whose individual contract has an assignment of at least seventy-five percent (75%) of full-time equivalency is eligible to participate in the District’s health insurance.

**b. Commencement and Termination of Benefits**

Coverage will commence on the employee’s first day of employment. The insurance benefits shall cease at the end of the month the employee’s resignation or termination becomes effective.

**c. Premium Contributions**

For employees who are eligible for and select coverage, the District shall pay 100% of the monthly dental insurance premium for either a single or family dental plan.

**E. HRA**

The District currently contracts with Diversified Benefits Solutions to offer employees a Health Reimbursement Account to offset the single/family deductible. The current HRA reimburses employees up to a maximum \$2,500 for a Single Plan, and up to a maximum \$5,000 for a Family plan for in and out of network expenses. Employees are responsible for paying the initial remainder of the deductible (\$500 Single, \$1,000 Family) before the HRA will begin reimbursing qualifying medical expenses. The District reserves the right to modify the HRA plan at any time.

**F. Life Insurance**

The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), coverages, and amount of benefits will be selected and determined by the Board. If there is a discrepancy between the information contained within this handbook and the benefit plan documents, the plan documents shall control.

The School Board shall provide each eligible employee with a Group Life Insurance plan which provides a benefit level of one (1) times the employee's annual earnings, rounded to the next higher multiple of \$1000, if not already a multiple of \$1000. The maximum amount of benefits is \$200,000.

As a part of the life insurance benefit, there is a repatriation benefit. The expenses incurred to transport the employee's body to a mortuary near their primary residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit, whichever is less.

Employee must designate a beneficiary upon employment on the district form. A copy will be kept in the Business Office and the employee personnel file.

**a. Minimum Hours for Any Board Contribution**

An employee who is eligible for Wisconsin Retirement System (WRS), qualifies to participate in the District's life insurance.

**b. Commencement and Termination of Benefits**

Coverage will commence on the employee's first day of employment or the first day the employee is eligible for WRS. The insurance benefits shall cease at the end of the month the employee's resignation or termination becomes effective.

**c. Premium Contributions**

For employees who are eligible, the District shall pay one hundred percent (100%) of the monthly life insurance premium for basic coverage. Individual coverage and the premium the School Board will pay shall be based on the individual employee's salary.

**d. Additional Coverage**

Employees may purchase additional coverage for themselves as well as life insurance coverage for their spouse and/or dependent(s). The employee will be responsible for the full of cost of any additional coverage and policies for the spouse and/or dependents.

**F. Long-Term Disability**

The School Board shall provide eligible employee with Group Long Term Disability. Such plan has a sixty (60) calendar day waiting period and provides 90% of salary to a maximum of \$7,000.00 per month (as amended).

The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. If there is a discrepancy between the information contained within this handbook and the benefit plan documents, the plan documents shall control.

**a. Eligibility**

An employee whose individual contract has an assignment of at least seventy-five percent (75%) of full-time equivalency is eligible to participate in the District's long-term disability insurance.

**b. Commencement and Termination of Benefits**

Coverage will commence on the employee's first day of employment. The insurance benefits shall cease at the end of the month the employee's resignation or termination becomes effective.

**c. Premium Contributions**

The District shall pay one hundred percent (100%) of the monthly long-term disability insurance premium.

**G. Cash Option in Lieu of Benefit Plan**

The District shall provide a cash/benefits plan which will allow employees who elect not to take health insurance to receive a District paid cash benefit for employees. The cash in lieu amount will be \$5,000.00. In order to be eligible for this benefit, the employee must fill out paperwork which states they have health insurance coverage through another source.

\*Individuals employed prior to August 1, 2012 currently taking the cash-in-lieu option will be grandfathered into their current benefit.

**H. Wisconsin Retirement System (WRS) Contributions**

All eligible employees will be covered under the Wisconsin Retirement System. The Board of Education pays the employer's share, and the employee pays the employee's share.



## **I. Cobra Law Continuation of District Health Plan Participation**

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health and dental insurance plan at the group rate in certain instances where coverage under the plan would otherwise end. This coverage is solely at the employee's cost. For additional information regarding COBRA contact the Business Office.

# **SECTION 14 - ATHLETIC AND ACTIVITY ASSIGNMENTS**

## **A. Letter of Assignment (Policy 540)**

Employees shall assume responsibility for the supervision of the extra-curricular activities that are included in their **Activity Sponsor/Coach Letter of Appointment**. 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 an extra-curricular activity (on either a paid or a volunteer basis).
- The stipend for extra-curricular activities shall be specified in the letter of assignment.
- The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.

## **B. Payments**

Payments for extra-curricular activities shall be made in accordance with District payroll procedures. This stipend shall be allocated to the pay periods during the time period in which the activity is scheduled to take place, as determined solely by the District.

In the event that the activity does not take place for any reason, as determined solely by the District, employee shall not be entitled to any amount of this stipend. In the event that there is a shortening of the time period for the activity for any reason, employee shall only be entitled to a prorated amount of this stipend based on the length of time employee was actually employed in the position during the time period scheduled for the activity, as determined solely by the District.

## **C. Work Schedule**

Co-curricular pay is intended for and provided to those sports and activities that occur outside of the normal school day and have been recommended by the Building Principal and approved by the Board of Education. Extra-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.

## **D. Evaluation of Extra-Curricular Assignments**

Individuals holding extra-curricular assignments shall generally be evaluated yearly by the Activities/Athletic Director and/or building Principal. When determining the manner and frequency of evaluations, the supervisor may take into account 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.

## **E. Volunteers**

Upon approval from the School Board, an individual may serve as a volunteer coach/advisor for an extra-curricular activity. The following guidelines apply to volunteers:

- They will not be eligible for salary/wages, stipend, or benefits;
- 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;
- They will be responsible for their own personal injuries (i.e., ineligible for worker's compensation);
- They must consent to a background check and agree to have a tuberculin skin (TB) test;
- They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- They accept direct and indirect supervision of the head coach; and,
- They may be dismissed at any time with or without a reason.

**F. Extra Duty Pay**

Please see [Appendix C](#) for the extra-duty stipends.

**G. Acting Athletic Director**

If the Athletic Director is unable to attend an event, the AD may secure someone to cover their duties with approval of the District Administrator. The Acting Athletic Director will be compensated at \$60 per event.

**H. Official Pay**

Official pay for high school varsity events will be established by the Trailways Athletic Conference. Pay for high school junior varsity basketball will be \$50 per game.

Official pay for middle school events will be established by the Westosha/Wilmot/Union Grove Athletic conference.

**I. Payment for Special Jobs at Athletic Events**

Compensation for working athletic events will be compensated at the following rates:

| <b>Football</b>   |       |
|-------------------|-------|
| Tickets           | 50.00 |
| Linesman (chains) | 50.00 |
|                   |       |
| Linesman (chains) | 50.00 |
| Linesman (chains) | 50.00 |
| Clock             | 50.00 |
| Announcer         | 50.00 |
|                   |       |
| <b>Volleyball</b> |       |
| Linesman          | 50.00 |
| Linesman          | 50.00 |
| Scoreboard/Clock  | 50.00 |
|                   |       |
| Tickets           | 50.00 |
| Crowd Control     | 50.00 |
| <b>Basketball</b> |       |
| Crowd Control     | 50.00 |
| Clock             | 50.00 |
| Scorebook         | 50.00 |
| Announcer         | 35.00 |
| Tickets           | 50.00 |

| <b>Basketball—Middle School</b> |       |
|---------------------------------|-------|
| Crowd Control                   | 40.00 |
| Clock                           | 40.00 |
| Supervisor                      | 40.00 |
| Scorebook                       | 40.00 |
| <b>Volleyball—Middle School</b> |       |
| Scoreboard/Clock                | 40.00 |
| Scorebook                       | 40.00 |
| Supervisor                      | 40.00 |

Any event assignment requiring morning and afternoon or afternoon and evening work from four (4) hours up to eight (8) hours shall be paid \$51.00 per event. Any event assignment requiring morning and afternoon or afternoon and evening work amounting to eight (8) or more hours shall be paid \$73.00 per event. Payment for these event assignments shall be made monthly. The Board may employ persons other than employees for the jobs listed at rates agreeable to the Board and the persons so employed.

## SECTION 15 - SUPPLEMENTAL PAY

### A. Pay for Lunch/Noon Duty

Employees will be paid \$15.00 per lunch period when asked to give up duty free lunch period.

### B. Detentions

Employees who are assigned to supervise after-school detention shall be paid \$17.50 per day.

### C. Payment for Student Pick-up and Bus Supervision

Employees may be assigned to student pick-up and/or bus supervision at the elementary schools, middle school and/or high school. The reimbursement rate will be \$15.00 per day.

## SECTION 16 - RETIREMENT BENEFITS

### A. Eligibility for Retirement Benefits

All employees who are at or beyond age 55 and who have been employed in the District a minimum of ten (10) consecutive years are eligible for retirement benefits. Certified employees eligible for retirement benefits will be considered retired upon approval by the Board and successful completion of the current school year or death.

### B. Board Approval and Notice

Employees eligible for the retirement benefit must provide a written request for retirement to the Board on or before March 1st. The Board shall review the written request of the employee and in its sole discretion approve or deny the request for retirement and shall provide notice of its decision to the employee on or before March 30<sup>th</sup>. If approved, the employee must successfully complete his or her employment contract, if applicable, and must successfully complete the current school year.

Support staff eligible for the retirement benefit must provide a written request for retirement to the Board at least 90 days before the desired retirement date. The Board shall review the written request of the employee and in its sole discretion approve or deny the request for retirement and shall provide notice of its decision to the employee. Additionally, the Board, working with the employee, will determine the last day of employment and effective retirement date. If approved, the employee must successfully complete the conditions of his or her letter of appointment, if applicable, and must successfully complete the current school/work year up to the date of retirement approved by the Board of Education.

### C. Accumulated Sick Leave

The District will pay accumulated sick leave at a rate of the full-time equivalent annual salary dollars for the last year the employee worked divided by full-time equivalent (FTE) days stated in the individual teacher contract multiplied by the number of sick leave days accumulated during employment by the Williams Bay School District to all certified staff and administrators who have met retirement eligibility. The maximum accumulation is 175 days. Employees having reached the maximum accumulated sick leave allowance will not have their final accumulation reduced below one hundred seventy-five (175) unless they are required to utilize more than the annual ten-day sick leave allotment during their final year of employment. This applies only to those employees who have accumulated the maximum allotment prior to the last year of teaching.

Employees may accumulate years of service in multiple job categories and all such years of consecutive service shall be added together to determine eligibility. A year of service shall not count toward the 10-year eligibility requirement if during that year of service, the employee was on leave, paid or unpaid, for more than one-half of the year of service. A leave, paid or unpaid, shall not by itself result in a break of consecutive service. In calculating the total years of service, a complete school year of service shall count the same as a 12-month full-time year of service.

### D. Retiree Only Health Reimbursement Account (HRA) Contribution

After the employee has retired (with Board approval), the employer will contribute a maximum of \$25,000 annually from the retiree's accumulated sick leave amount into a Retiree Only Health Reimbursement Account (HRA) by August 31st. The member can access their HRA for qualified medical expenses until the funds are exhausted. HRA contributions by the District will be limited to a maximum of \$25,000 per year. A yearly contribution will be made until the amount credited to the retiree under the accumulated sick leave provision has been deposited into the retiree's HRA.

The retiree has two options for use of the Retiree Only Health Reimbursement Account (HRA) Contribution.

1. The retiree may remain on the District's Health and/or Dental insurance plan as a direct bill until the funds are exhausted or until the retiree reaches age 65, whichever occurs first. At that time, the retiree will be terminated from the District's health

and/or dental plans. Retirees on the District's health plan are not eligible for the Active Health Reimbursement Account and are responsible for the full deductible of the District's current health plan design. The District retains the right to change health plans, modify deductibles, and make other changes at any time.

2. The retiree may obtain their own health and dental insurance and pay for their plan using their HRA for allowable premiums and qualified medical expenses until the funds are exhausted.

Upon a retiree's death, any unused funds in their Retiree Only HRA may be utilized by the retiree's spouse or qualified dependent to pay for health insurance premiums for the spouse and/or qualifying dependents, paid at the current full monthly premium via direct bill. The Retiree Only HRA funds may be utilized by the spouse and/or qualifying dependent until exhausted. If there is no surviving spouse or qualifying dependents, the unused funds will be redistributed to the District.

**E. Medicare Carve Out**

If the retired employee is eligible for Medicare, the health insurance credit must be used to purchase a Medicare Carve Out plan as determined by the District, subject to carrier rules and restrictions.

**F. Surviving Spouse and/or Surviving Dependent**

If the retired employee dies with a health insurance credit balance, the health insurance credit shall be available to the surviving spouse until exhausted. If the surviving spouse dies with a health insurance credit balance of the retiree, or if the retired employee dies with a health insurance credit balance and no surviving spouse, then that balance shall be available to any surviving dependent of the retired employee until that surviving dependent (as defined by the IRS) reaches age 26, or the credit is exhausted, whichever comes first. If the retired employee dies without a surviving spouse or a surviving dependent under age 26, or the surviving spouse dies without the retired employee leaving a surviving dependent under age 26, or there is no longer a surviving dependent of the retired employee under age 26, then any balance remaining in the retired employee's health insurance credit shall revert to the District.

**G. Continuation in District Health Insurance after Credit is Exhausted:**

The retiree shall not continue on the District health insurance or Dental plan after the exhaustion of the health insurance credit. The surviving spouse shall not be eligible to continue in the District health insurance after exhaustion of the health insurance credit.

**H. Employer 403(b) Contributions**

Retirees are not eligible to participate in employer 403(b) contributions.

**I. Participation in the District's Health Reimbursement Arrangement (HRA) for Current Employees**

In compliance with the contractual Plan with Diversified Benefits Systems (DBS), Williams Bay School District employees whose effective date of retirement is after June 30, 2021 are not eligible to participate in the District's Health Reimbursement Arrangement (HRA) for current employees, but shall be eligible to participate in the District's Retiree Only HRA as outlined above.

### Teacher Responsibilities

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All teachers have the following expectations:

#### A. Lesson Plans

All district teachers shall complete weekly lesson plans or their on-line equivalent. Lesson plans are intended to be guides. If work planned for one week or for a period is not completed, rewrite it for the next plan. Teachers are requested to keep plan book, seating charts, instructions for substitutes, First Aid Manual, etc. for each class on top of the desk in their room.

#### B. Update Online Grading

All teachers are expected to update their grades on the on-line grading portal on a continual basis. This is for parents and students to get feedback on academic progress on a timely basis.

#### C. Other Teacher Responsibilities

- Teachers are expected to be with their classes at all times. Students are expected to be supervised at all times. It is imperative to greet students as they arrive and be in control until students are dismissed.
- When leaving the building at the end of the day, teachers should be sure that all of their students are out of their classroom and/or area of responsibilities are securely locked i.e. shop, locker room, gym, dark room, etc. Please be sure all windows are closed and latched.
- Notify the building principal or his/her designee if a class will be conducted in any place other than the assigned classroom.
- Teachers should assist in supervising halls between classes and occasionally check the washroom areas.
- Daily attendance shall be taken in each class and properly reported.
- When keeping a child after school in the Elementary School, parents must be contacted and informed. Middle and High school teachers giving a detention must give the students one day notice prior to the serving of the detention.
- Resale items: Items such as physical education uniforms, aprons, goggles, etc. are available for resale. Students must be charged for these items and payment must be received before the item is given to the student. All money collected from resale items must be turned into the office within twenty-four (24) hours.
- All dates and times of special events must be entered on the District's master calendar. This involves practices, events, meetings, etc.
- Students should NOT be in the building unless they are supervised by a staff member or a parent/guardian.
- For the school website, all staff members are to have a short biography of who they are, educational background, and what role they play for the Williams Bay School District. This information must be updated by September 15 each school year. Please see the Technology Integration Specialist if assistance is needed.

#### D. Inventory and Appraisal Procedure

Forms supplied by the District for inventory and appraisal must be filled out and turned in prior to leaving at the end of the year. It is essential that a careful inventory be made of all equipment and materials as well as books.

##### Please note:

- If a teacher exchanges any items of equipment or books between rooms during the year be certain to keep a record of such exchange and see same is returned by the end of the year. If permanently moved it should be removed from the list.
- New equipment purchased and/or added to a teacher's room must be added to the list upon return to school in September or upon the item's delivery to the room during the school year.
- It is essential for insurance purposes that a complete inventory and/or appraisal list be kept of each and every item in the school.

Please make inventory copies in duplicate, one for the teacher's file and one for the office.

REMINDER! All equipment, books, etc. must be marked or stamped received by the teacher.

## SECTION 1 - PAY PERIODS

### A. Payroll Cycle

When signing their contract on a yearly basis, employees have the option to authorize the Board to pay them on either a school year basis (19 equal installments and one lump sum summer payment) or a twelve-month basis (24 equal installments). The employee may not change this authorization after the commencement of the new school year on July 1. If an employee fails to circle a choice on the contract, the default payroll basis shall be the school year basis.

### B. Payroll Dates

Pay dates are scheduled for the 15th and last day of each month. If a payday falls on a weekend or holiday, the payroll date will be the preceding business day.

### C. Direct Deposit Payment Method

All employees shall participate in direct deposit. Direct deposit changes take place on the next payroll cycle after the paperwork has been completed. Advice of Deposits will be distributed in employee mailboxes on each payday until Advice of Deposit can be transmitted electronically.

### D. 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]. Notification of rights under the FLSA is set forth in the employment poster found in each building.

If any professional staff member has any concerns about his/her pay or believes there has been an error in payment amount, in withholding, or in deductions in pay for absences or other issues, please promptly inform the Business Manager. Please be specific in identifying your concern or the error. The District will review the concern and will correct any errors as quickly as possible.

## SECTION 2 - BUDGET PREPARATION (Policy 621)

The responsibility for budget preparation is delegated to the District Administrator who, in turn, will enlist the aid of school staff as needed.

The District Administrator shall prepare and submit a tentative budget to the Board for discussion. The Board shall, in a timely manner and prior to the annual meeting, adopt a proposed annual budget, which is necessary to defray expenses and liabilities of the District. The final budget shall be adopted at a board meeting following the annual budget hearing and annual meeting, and before November 1.

### A. Budget

The budget of any school should reflect the educational needs of the children involved. This need is reflected in the requests of teachers for books, supplies, and equipment made in the spring of each year. We ask that teachers keep a record of education needs throughout the year. Budget requests will be solicited by the Business Office in late February or early March so that a preliminary budget can be given to the Board in May.

It is not always possible to honor all requests.

### B. Requisition for Supplies (Policy and Rule 672)

Budgeted supplies, books, materials, and equipment must be requisitioned using approved vendors. A Request for Purchase Order must be submitted containing specific information as to company, prices, address, and sizes must be given as well as appropriate account code numbers. Teachers wishing to request instructional materials on an examination or approval basis shall make such request by having them placed on a purchase order which indicates that materials are to be sent on approval.

All items requested for purchase, for examination, or free must definitely be related to clearly establish educational objectives.

Payment for items requested by faculty not following this procedure will be refused and the invoice sent to the vendor indicating that the purchase was unauthorized.

### **C. Purchasing (Policy and Rule 672)**

All purchases must be authorized by the District Administrator or his/her designee according to the prescribed procedures.

- Any purchases by any employee without proper authorization may result in the purchaser paying for the item or items personally.
- All items ordered and/or charged must be covered by a purchase order, with the exception of purchases for gas/diesel fuel for school-owned vehicles with a credit card by maintenance personnel at the direction of the Director of Building and Grounds. Purchases made by a credit card must have copies of a signed receipt forwarded to the business office. All purchase orders shall be approved by the building administrator.
- No checks will be issued without an invoice or receipt.
- Vouchers for invoices without Purchase Orders must be signed or initialed by the District Administrator or the —Business Manager.
- All vouchers are to be approved by the School Board prior to payment, except under the following conditions:
- Vouchers which allow a discount for payment prior to a specified date or assess a penalty for payment after a specified date may be paid prior to Board approval when deemed reasonable by the District Administrator or their designee.
- Utility vouchers may be paid on or before the specified due date.
- Vouchers calling for prepayment or payment of contracted services may be paid for those services approved by the Board at a prior date.

The District Administrator, or the Business Manager may approve the payment of vouchers of \$1,000.00 or less at his/her discretion if he/she feels such payment to be necessary and/or appropriate.

Payments made under the aforementioned exceptions shall be ratified at the next regularly scheduled Board meeting.

**As a tax-exempt organization, sales tax will not be paid nor reimbursed by the District.**

## **SECTION 3 - SICK LEAVE**

### **A. Sick Leave Earned**

Each employee shall be credited with a maximum of (10) days of paid sick leave per school year.

Sick leave though credited at the beginning of each school year is vested only upon completion of the work year. All staff can view a summary of sick leave used to date on Frontline, the absence reporting system.

### **B. Sick Leave Use**

Sick leave, without loss of pay may be used for:

- Personal illness, injury or serious health condition of the employee: Illness or injury of an employee's spouse, child or grandchild under the age of eighteen or eighteen or older if the child is a child with a disability as set forth in the Wisconsin Administrative Code section PI 11.02(2), and employee's father or mother.
- Medical or dental appointments for the employee, employee spouse, child or grandchild (as defined in #2 above) that cannot be scheduled outside of the employee's regularly scheduled work hours. Permission may be granted by the building principal to use sick leave to accompany the employee's mother or father to a medical appointment that cannot be scheduled outside of the employee's regularly scheduled work hours.
- Sick Leave Accumulation: Unused sick leave can roll over from work year to work year, but sick leave will accumulate to a maximum of one eighty-five (185) days.

Sick Days are allowed to be used in increments of half (1/2) or whole days.

#### **Examples:**

July 1, sick leave balance is 175 days. The employee would be allocated 10 additional days for the year equaling 185 days. During the school year, employee uses 0 sick days, the June 30 balance is 185. On July 1, no additional days are allocated.

July 1, employee is at maximum balance of 185 days, no additional days are allocated. During the school year, employee uses 9 sick days, the June 30 balance is 176. On July 1, the balance is credited back to 185 days.

### **C. Sick Leave and Long-Term Disability**

In the event an employee becomes eligible for benefits under the District's long-term disability insurance program, the employee will not accumulate paid sick leave time while receiving long-term disability.

**D. Medical Clearance Following Absences**

Following an absence due to personal illness, injury, or serious health condition lasting more than 3 workdays, the District may request a return to work or fitness for duty letter from the employee’s medical provider prior to permitting the employee to return to work.

**E. Overused Sick Leave**

If an employee were to terminate their employment or have their employment terminated prior to the completion of the year, a sum equal to the sick leave days not earned would be deducted from remaining pay. The deduction (if necessary) would be calculated based on the percent difference between actual work time to scheduled work time. Ex. If an employee was scheduled for 180 days but only worked 140 days and left employment, the employee would have earned 80% of the sick time annual allocation, or 8 days.

**F. Reporting Procedure – Doctor’s Certificate**

Whenever the supervisor deems such verification appropriate, the employee will be required to furnish the District with a certificate of illness signed by a licensed physician, a nurse practitioner, or other appropriate professional upon prior approval by the supervisor. Any absence of three or more consecutive days may require a certificate of illness signed by a licensed physician, a nurse practitioner, or other appropriate professional upon return from the absence. Nothing in this section shall be interpreted as limiting the District’s ability to discipline or discharge employees for excessive absenteeism.

**G. Part-Time Employee**

Part-time employees will receive sick leave on a pro-rated basis based upon the percentage of their contract.

**H. Sick Leave for New Employees**

Employees who are within their first two years of employment and who run out of sick leave will be allowed to borrow a maximum of five days from the next year’s sick leave allotment. Employees leaving the system with a sick leave deficit will pay for each deficit day at their current rate of pay. Borrowed sick leave shall never accumulate beyond five days.

**SECTION 4 - PERSONAL DAYS**

**A. Personal Days**

Two days of personal leave are provided each year for full-time staff and are not cumulative. Employees with an FTE of 50% to 74% will be provided with one day of personal leave. Employees with an FTE of 49% or less will not be provided with personal leave.

Staff members who do not use their Personal Leave Day will be compensated \$100 per day for unused Personal Leave days or have a day(s) added to their sick leave bank. Unused personal leave will be paid to the employee after the last day of the school year.

Personal Days are allowed to be used in increments of half (1/2) or whole days.

**B. Personal Day Restrictions**

A personal day will not be granted on a parent-teacher conference day, school open house, or on an in-service day. Personal days shall not be used to extend a holiday, vacation, or school recess period. At the discretion of the District Administrator or his/her designee, personal days during these periods may be approved for personal business that cannot be rescheduled for a different time.

Personal day requests should be submitted to Frontline as far in advance as possible, normally not less than five (5) days. No more than the following number of employees in any one building may take personal leave on the same day:

- Elementary Schools – three (3) per day
- Middle/High School – three (3) per day



## SECTION 5 - COMPENSATION SYSTEM

### A. Salary

The Williams Bay School Board will determine salaries for employees on an annual basis.

### B. Salary Enhancements (2022-2023)

The following list represents enhancements to be added on the salary of professional staff who achieve the designated level during the 2022-2023 school year.

|  |                 |
|--|-----------------|
| *New Certification obtained at the request of the District | \$70 per credit |
| M  | 2,500           |
| 2 <sup>nd</sup> M  | 2,500           |
| National Board Certification                               | 1,500           |
| Certificate of Clinical Competence                         | 1,500           |

\*Needs approval by the District Administrator or his/her designee.

Completion of course work and proof of degree must be turned into the Business Office by June 30 in order to receive a salary increase for the upcoming school year. Course work and degrees completed between July 1 and June 30 will be credited for the next school year.

### C. Longevity Enhancement

Staff members will receive additional compensation based on their years of service to the Williams Bay School District. The longevity stipend will be added to the employee's compensation as follows:

|   |         |
|---|---------|
| Upon the completion of Tenth (10) year of service         | \$ 400  |
| Upon the completion of the Twentieth (20) year of service | \$1,000 |

#### Calculation of Longevity

Longevity is based on continuous full-time employment in the district. Certified contracted employees who have been continuously employed on a full-time basis in the district for the specified number of years shall receive the longevity stipend as shown above.

Employees that work continuously in a combination of full-time certified, full-time 12-month support staff, and/or full-time school-year support staff employee on a continuous basis, longevity will be calculated from the start date of the original position (the employee works as a full-time support staff member for two years and then is employed as a full-time certified teacher, the start date would be calculated beginning the first day of employment in the support staff position – 3 years).

## SECTION 6 - PROFESSIONAL HOURS/WORKDAY

### A. Normal Hours of Work

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 and program shall be established by the Board.

For the sake of establishing uniformity, middle and high school teachers shall generally be on duty from 7:15 AM to 3:15 PM on all school days and until 3:45 p.m. two (2) days per month for the purpose of holding staff meetings unless a different time schedule has been approved by the building principal. Elementary school teachers shall generally be on duty from 7:45 AM to 3:45 PM, unless a different time schedule has been approved by the building principal. Teachers who find it necessary to leave school during duty hours shall request permission to do so from their principal. The Administration may allow staff to leave after the school busses have left on Friday and/or the day before a vacation.

### B. Contractual Days for Teachers

Contractual days for the school year will be determined by the Board of Education based on the adopted calendar for the academic year. The number of student and professional development days approved by the Board of Education will be reflected in each individual employee's Williams Bay School District Teacher Contract.

Up until the 2023-2024 school year, teachers were contracted to work one-hundred ninety days (190). The District reserves the right to create a calendar with up to one-hundred ninety contractual days (190) with no additional compensation. If the Board of Education determines the need to add extra workdays up to one-hundred ninety days (190) for the purpose of making up canceled days or adding days for staff to engage in training, workshops, curriculum development, or other professional related activities, no additional compensation will be provided to teachers. If days will be added to the Board approved calendar for training, workshops, curriculum development or other professional related activities, the District Administrator or designee will notify teachers of any additional required workdays by April 1st of the current school year. Additional workdays will generally be scheduled within two weeks after the end of the school year or within two weeks before the start of the new school year as determined solely by the Board of Education.

Teacher's per diem pay shall be determined by dividing the total salary amount referenced in their individual teacher contract by 185 contract days. This per diem amount will not change even if additional work days are added by the Board of Education through the process outlined above.

**C. Summer Curriculum Work**

If an individual, grade level, or departments are requested to and/or required to work additional hours in the summer months beyond the contractual days approved by the Board, they will be compensated for that time. The hourly rate for summer curriculum hours or work directed and pre-approved by the District Administrator or designee is \$25.00 per hour payable after submission to the administration of documentation of hours worked by the employee.

**D. Administratively Called Meetings**

Faculty meetings, departmental meetings, grade level meetings, and meetings with small groups of individual teachers shall be held at the discretion of Administration. Attendance at these meetings is mandatory, unless a teacher has permission to be absent from the Administration. Absent teachers are obligated to become informed as to the content of the meeting. Teachers will stay until the meeting is over.

**E. Parent-Teacher Conferences and other Required Nights of Attendance**

Elementary teachers will be required to attend Elementary Supply Drop-off/Open House, one night of Parent-Teacher Conferences, and an elementary evening activity night (8 hours). Middle/High School teachers will be required to attend Open House, End of Semester Exam Prep/Wrap-up, and one night of Parent-Teacher Conferences (8 hours).

**F. Workload**

The class load for teachers in grades 6-12 shall generally be defined as six (6) teaching periods, one of which may be a supervisory period.

**G. Elementary Prep Time**

Elementary employees shall generally be scheduled to receive a minimum of forty-five (45) minutes average preparation time within the student day. Employees may miss a preparation time due to a field trip, school assembly, or other special circumstance as determined by the Administration. Employees will not be compensated for lost preparation time.

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## 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, Skyward Family Access etc., in addition to the scheduled parent/teacher conferences.

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## Emergency School Closures

Should inclement weather or other emergency situations require the District to cancel school and/or dismiss early, a phone call, email, text or other form of electronic communication will be made to a phone number or email account provided by employees as soon as practicable. Staff may also monitor the District's webpage or local television and radio stations.

On days when schools are closed because of inclement weather, the District reserves the right to make these days virtual learning days for students. Consequently, teachers would be responsible for providing virtual instruction from their classroom or home.

Canceled school/workdays are considered part of the contracted work year. As salaried professionals, there is no adjustment to compensation. Similarly, if hours of instruction need to be made up due to canceled days, there is no adjustment in compensation.

Previously submitted and approved leave days submitted to be off from work on a day that is canceled will not be deducted from an employee's available leave balance unless school is held virtually.

Typically, emergency days one, two, and three, will not be made up. Days that must be made up to meet state requirements shall be determined by the Board. In the event that school is closed while in session, teachers shall generally be released within (30) thirty-minutes after the students have been appropriately cared for.

## SECTION 7 - PROFESSIONAL GROWTH AND EVALUATION

### A. Professional Reimbursement Program

The District shall reimburse teachers the full cost of tuition upon completion for course work within their specified area of teaching or in an area approved in advance by the District Administrator at the prevailing costs equal to that of the University of Wisconsin-Whitewater system charge for resident students. An employee is eligible for tuition reimbursement for up to six (6) credits per school year (July 1 to June 30) unless otherwise approved by the District Administrator.

The District shall reimburse teachers pursuing degrees or licensure in school leadership or related administrative areas at 50% of the cost of tuition at the prevailing costs equal to that of the University of Wisconsin-Whitewater system charge for resident students upon completion for course. If the teacher is employed by the Williams Bay School District as an administrator during or after the completion of the coursework, they will be reimbursed for the remaining 50% of the cost of tuition at the prevailing costs equal to that of the University of Wisconsin-Whitewater system charge for resident students. An employee is eligible for tuition reimbursement for up to six (6) credits per school year (July 1 to June 30) unless otherwise approved by the District Administrator.

Individuals who are currently working on a Master's Program or other degree program which was approved by the District Administrator prior to November 1, 2019 will be grandfathered into the language approved in the 2019-2020 Employee Handbook until June 30, 2022.

The Course Approval Request Form must be submitted to and approved by the District Administrator prior to beginning the course. After you have obtained the approval of the course – return the Course Approval Form, a copy of payment and a copy of the grade sheet to the district office upon completion of the course for reimbursement. Tuition payment will not be given if below "B" grade is received.

### B. District Requested Coursework and/or Testing

The District may request employees to take course work or take an assessment for additional licensure. The costs of any courses and/or tests taken at the requests of the District will be reimbursed in full.

### C. Staff Development Opportunities

Staff development opportunities will be approved consistent with Board Policy 537.

### D. Evaluation of Certified Staff (Policy 538)

All certified staff will be evaluated in accordance with the State of Wisconsin's Educator Effectiveness Model or a District approved evaluation instrument. Certified staff that are on a "performance improvement plan" are not eligible for salary or incentive increases until the conditions of the "performance improvement plan" have been met.

## SECTION 8 - TEACHER ASSIGNMENTS AND VACANCIES

### A. Determination of Teacher Assignments (Policy 533)

Employees will be assigned by the District Administrator or his/her designee, according to the best interests of the students. Schedules for the upcoming school year shall be established and communicated as soon as practical each year. When an employee is assigned to a different position, the district will strive to notify the employee in advance and provide the rationale for the re-assignment.

### B. Job Postings

Vacant positions will be posted on the Wisconsin Educator Career Access Network (WECAN) website. Vacant positions may be filled temporarily at the District Administrator's discretion during the posting and selection period. Qualified employees are welcome to apply to any vacancy that interests them. Candidates are selected for interviews based on the merits of the

application, experience, certification, education, similar training, demonstrated excellence, references, and other factors deemed relevant to the District.

**C. Reduction in Positions and Hours**

In the event the Board determines to reduce the number of positions or the number of hours in any position, individual employees may, at the discretion of the District, be selected for full or partial reduction. Staffing reductions and assignments are always made according to the best interests of the students. Attrition and volunteers will be considered. Statutory timeframes for nonrenewal will be followed when applicable.

## SECTION 9 - DISCIPLINE, TERMINATION AND NONRENEWAL

**A. Representation**

In the event any educator 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 educator chooses to have representation, the meeting may be delayed, at the sole discretion of the District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing the educator from the workplace if immediate action is required.

**B. Standards for Discipline**

An employee may be disciplined by the District Administrator at any time and for any reason or no reason so long as it is not for an unlawful reason. All discipline is subject to the grievance procedure found in policy #527.1 and in [Appendix A](#).

**C. Standards for Termination for Teachers and Administrators**

A teacher or administrator may be nonrenewed by the Board for any reason or no reason so long as it is not for an unlawful reason. A nonrenewal is subject to the grievance procedure to the extent provided in policy #527.1 and in [Appendix A](#).

**D. Termination**

Termination is defined as an involuntary dismissal of an employee, usually for a severe 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, or a non-reappointment of an extra-curricular assignment.

## SECTION 10 - MENTORING

The Williams Bay School District will provide orientation, support seminars, and a qualified mentor for each teacher new to the field of education. In the District's Mentoring Program, a veteran teacher is voluntarily linked with a new teacher for the first three years of employment with the district. Mentoring support will be intensive during year one of employment for teachers new to the profession and will progressively lessen in intensity during year two and three of employment with the district. The District's decision to provide mentoring does not mean that a teacher cannot be terminated or non-renewed for performance or other reasons during the time of the mentoring program.

The mentor will participate in formative assessment activities with the new teacher as goals are set and teaching skills are increased. This formative assessment information will be kept confidential between the mentor and new teacher. District administrators will not have access to this formative assessment information and thus information derived from the mentoring relationship cannot and will not be used to evaluate either the new teacher or the mentor.

The building principal will select the mentor for the new teacher. Whenever possible, the mentor will have a similar assignment to and work in as close proximity to the workstation of the new teacher. Teacher participation, however, is always voluntary.

Each teacher who wishes to serve as a mentor will:

- Hold a Professional Educator License, a Master Educators License or life license;
- Have at least three (3) years' experience in the District;
- Demonstrate knowledge of the Wisconsin Standards for Teacher Development and Licensure and have the ability to convey knowledge of the standards to colleagues;
- Volunteer and be selected and assigned to a new teacher by the building principal or appropriate administrator.
- Have a willingness to participate in the New Mentor Training Program

Each mentor will generally be assigned to a new teacher for a period of one (1) year of formal mentoring. Building principals may request that the new teacher continue to participate in the mentoring program beyond one year in order to gain additional skills. In the event that the mentoring assignment ends, the mentor's stipend will be prorated based on the portion of the academic year for which the mentor serves as a mentor.

Each teacher who is chosen to be a mentor will:

- Provide initial orientation to the new teacher;
- Observe their assigned new teacher quarterly or have the new teacher observe his/her mentor;
- Provide ongoing communication with their assigned new teacher at least one (1) hour bi-weekly;
- Release time (with substitutes provided by the District where needed) may be utilized by both the mentor and/or the new teacher to allow for classroom observations. The district will generally provide opportunities for both the mentor and the new teacher to attend a conference/workshop together. This conference/workshop needs to have prior approval by the building principal and District Administrator. The mentor will be paid an annual stipend as established by the supplemental pay section below to compensate him/her for the time spent with the new teacher outside of the regular school day.

The new teacher may request the removal of his/her mentor. Upon approval of the request by the district, the mentor will have his/her mentor pay prorated for the amount of time served in the position.

The mentor may request to be removed from his/her mentoring assignment. Upon approval of the request by the district, the mentor will have his/her mentor pay prorated for the amount of time served in the position.

Additionally, the District reserves the right to end a mentoring assignment at any time and for any reason. The mentor will have his/her mentor pay prorated for the amount of time served in the position.

## SECTION 11 - CERTIFIED STAFF SUPPLEMENTAL PAY

### A. Overload Pay

The recommendation for the overload pay for teaching a seventh (7<sup>th</sup>) class requiring lesson planning (Grades 6 through 12) will be a flat rate of \$1,625 per quarter, \$3,250 per semester class or \$6,500 per year per overload. Teachers (Grades 6 through 12) who are assigned an additional classroom supervision assignment that does not involve lesson planning will be paid an overload rate of \$2,000 per semester or \$4,000 per year. Building principals have the right to assign overload assignments. Overloads are paid semi-monthly throughout the semester they are earned.

### B. Teacher Class Coverage Pay for Period Substituting

When a substitute educator is necessary and not available, the principal will assign staff as necessary. The teacher will be compensated \$23.00 per instructional period (45 minutes or less) covered.

### C. Stipend for Teaching UW-Whitewater (PIE) courses and/or Gateway Technical College Transcribed Credits

Teachers who instruct courses that result in students receiving college credit from UW-Whitewater, transcribed credit from Gateway Technical College, or any other institution of higher learning designated by the district, will receive a stipend of \$500 per semester for the course. Enrollment in the course must be 10 students or greater to receive the stipend.

### D. Summer School Pay

Teachers who are assigned to teach summer school shall be paid \$25.00 per contract hour.

### E. Homebound Instruction Pay

Teachers who are assigned by the District Administrator or designee to provide Homebound instruction shall be paid \$32.00 per contract hour.

### F. Payment for Mentors

Mentors who work with Initial Educators will be assigned to the mentee for the first three years of employment and shall receive a monetary stipend at the end of each assigned school year. The stipend will be as follow:

|                     |       |
|---------------------|-------|
| Year 1 of Mentoring | \$750 |
| Year 2 of Mentoring | \$500 |
| Year 3 of Mentoring | \$250 |

## SECTION 12 - SUBSTITUTE TEACHERS

### A. Substitute Teacher Pay

Substitute teachers shall be paid at the rate of \$140.00 per day, \$70.00 per half day for substitute teaching.

### B. Long-Term Substitute Teacher Pay

When a substitute teacher is employed for more than twenty (20) consecutive days for one specific teacher, the substitute will be paid \$175.00 per day for the duration of the assignment. If a short-term assignment (less than twenty (20) consecutive days) becomes a long-term assignment, the substitute will be paid \$140.00 for the first twenty days and after twenty days the salary will be \$175.00 per day for the remaining consecutive days in the assignment. Long-term substitute teacher pay does not apply to non-teaching positions.

## PART III: PROVISIONS APPLICABLE TO SUPPORT STAFF (NON-EXEMPT) EMPLOYEES

### SECTION 1 - HOURS OF WORK AND WORK SCHEDULE

#### Letter of Appointment

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Each employee shall be issued an annual letter of appointment that shall be consistent with, but subservient to, this Handbook and board policy. 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 general length of the workday, the tentative starting and ending times of the work day, and the pay rate for the position. Specific assignments and hours are not guaranteed. The district reserves the right to reassign or reschedule an employee at any time with or without notice. Prior to the last student contact day of the school year, applicable school year employees shall receive a letter of reasonable assurance that they will have a position that is reasonably similar with the District for the next year school year.

#### Classified Letter of Reasonable Assurance

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A letter of reasonable assurance will be given to Classified school year employees as soon as practical to provide reasonable assurance for employment for the following school year.

#### Regular Workday and Starting and Ending Times

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A regular full-time workday for a full-time employee is generally 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. The District retains the sole discretion to modify an employee's workday at any time with or without notice.

##### A. Regular Work Week

A regular work week for a full-time employee is forty (40) hours or less. The regular work week for a full-time employee 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. The District retains the sole discretion to modify an employee's work week at any time with or without notice.

##### B. Part-time Employees

A regular schedule of hours shall be prepared for part-time employees. Such schedules shall be made known to the affected employees. The District retains the sole discretion to modify a part-time employee's schedule at any time with or without notice.

## **Additional Hours and Overtime – Approval and Assignment**

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### **A. Approval**

In order for an employee to work beyond his or her regularly scheduled hours in any week, prior approval must be obtained from the immediate supervisor in writing. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community, or District property.

### **B. Pay Rate for Overtime**

Time worked over forty (40) hours per week is paid at one and one-half (1.5) times the employee's regular rate of pay. The reason for any overtime that did not receive prior approval must be indicated on the employee's time sheet. 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 Saturday and ending at 11:59 p.m. on Friday. Personal Days, sick time, holidays, and other leaves do not count towards the calculation of time worked.

## **Lunch Period**

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All employees who work six (6) hours or more per day will receive an unpaid half-hour lunch period, which shall be duty free. Employees are not permitted to work over their lunch period.

## **Breaks**

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Employees scheduled to work at least four (4) hours per workday shall receive one fifteen (15) minute paid break. Employees scheduled to work at least eight (8) hours per workday shall receive two fifteen (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor. Employees paid breaks should be completed at the work location, and employees may be called back to work if necessary, during this break period.

## **Time and Attendance Reporting**

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All support staff, except maintenance employees, will have their time and attendance pre-programmed to reflect their regularly scheduled hours for work. At the end of each week, the employee must confirm in Frontline that they have worked their regularly scheduled hours or adjust their timesheet to reflect the hours actually worked during that week.

Maintenance staff employees are required to use the District's designated time and attendance software (Frontline) to record their hours worked for payroll and attendance purposes. Maintenance employees should clock in no sooner than ten (10) minutes before their scheduled shift and clock out no later than ten (10) minutes after the end of the scheduled shift. If a maintenance employee does not clock into the District's designated time and attendance software, the employee should notify the supervisor as soon as possible. The supervisor will manually enter the employee's work hours.

Employees who repeatedly miss report their time worked will be subject to disciplinary action up to and including termination.

## **Emergency School Closings**

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On days when school is cancelled prior to the start of the workday due to inclement weather or emergencies, support staff will not be required to report to work. Typically, emergency days one, two, and three, will not be made up by the District. Support staff will receive compensation for their regularly assigned hours for emergency days one, two and three. If more than three days are cancelled for emergency purposes, Board action will be needed to determine if support staff will be compensated for unworked days.

Support Staff who choose to work on a day not being made-up by students will not receive additional compensation except for the portion of work that may exceed their regularly assigned hours. In this instance, the work must have been pre-approved by the supervisor.

Certain Support Staff, as determined by the District Administrator, are necessary for continued operations when the District is physically closed. In consideration, Support Staff required by the District Administrator to report to work during a closure and who do so in manner that responds to the reason for the closure, will receive one and one-half times their regular hourly rate. For example, a custodian who reports to work and substantially assists with snow removal on a day the District is closed for that reason would receive this premium. A support staff member who reports to school, for convenience, on a day the District is closed would not receive this premium.

On days when there is a late start to the school day due to inclement weather or emergencies, support staff will be required to report to work at a time consistent with the length of time school is delayed, or as required by their supervisor or District Administrator. Support Staff will be compensated for their regularly assigned shift when this occurs. Certain staff, as determined by the District Administrator, may be required to report to work sooner to prepare for opening of school. Support staff who are asked to report to work sooner to prepare for the opening of school will be paid for this time at their regular hourly rate of pay.

In the event that students are released early due to weather or emergency, support staff will be released when determined by the District Administrator. Support Staff will be paid for the remainder of the day and will not have to make up this portion of the day if the District determines that this day will not be made up by students and other staff members. Certain staff, as determined by the District Administrator, may be required to remain at work after closure of the school for purposes of closing after other staff have left. Support staff who are asked to remain at work after closure of the school will be paid for this time at their regular hourly rate of pay.

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## **Call-In Pay**

Employees called in to work hours outside of their regular work schedule that are not contiguous with their regular work schedule, shall be paid for their actual hours worked. In these situations, employees will be paid for a least one hour of work, even if the employee performs less than one hour of work.

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## **Required 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 meeting.

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## **Work from Home**

Employees are not to work from home under any circumstances unless explicitly authorized to do so in writing by their supervising administrator. Unauthorized work conducted at home will result in disciplinary action up to and including immediate termination.

# **SECTION 2 - PAY PERIODS**

### **A. Payroll Cycle**

Employees will be paid within thirty (30) days of earning their wages.

### **B. Payroll Dates**

Pay dates are scheduled for the 15th and last day of each month. If a payday falls on a weekend or holiday, the payroll date will be the preceding business day.

### **C. Direct Deposit Payment Method**

All employees shall participate in direct deposit. Direct deposit changes take place on the next payroll cycle after the paperwork has been completed. Advice of Deposits will be distributed in employee mailboxes on each payday until Advice of Deposit can be transmitted electronically.

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## **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]. Notification of rights under the FLSA is set forth in the employment poster found in each building.

If any professional staff member has any concerns about his/her pay or believes there has been an error in payment amount, in withholding, or in deductions in pay for absences or other issues, please promptly inform Ben Prather, Business Manager. Please be specific in identifying your concern or the error. The District will review the concern and will correct any errors as quickly as possible.



## SECTION 3 - SICK LEAVE

### A. Sick Leave Earned

Each employee shall be credited with the following sick leave per school year based on their letter of appointment.

- **Twelve-month full-time employees** shall be credited with twelve (12) days of paid sick leave per year.
- **School year full-time employees** are credited with (10) days of paid sick leave per school year.
- **Part-time employees** who work 172 days or more per school year and are regularly scheduled to work at least 16 hours a week shall be credited with sick leave days on a pro-rated basis based on their percentage of hours worked per week compared to 40 hours per week.
- **Part-time employees** who are regularly scheduled to work less than 16 hours per week or less than 172 days per school year will not be credited with sick leave.

Sick leave though credited at the beginning of each school year is vested only upon completion of the work year. A record of sick leave shall be maintained in the Business Office. All staff can view a summary of sick leave used to date on Frontline, the absence reporting system.

### B. Sick Leave Use

Sick leave, without loss of pay may be used for:

- Personal illness, injury, or serious health condition of the employee:
- Illness or injury of an employee's spouse, child or grandchild under the age of eighteen or eighteen or older if the child is a child with a disability as set forth in the Wisconsin Administrative Code section PI 11.02(2), and employee's father or mother.
- Medical or dental appointments for the employee, employee spouse, child or grandchild (as defined in #2 above) that cannot be scheduled outside of the employee's regularly scheduled work hours. Permission may be granted by the building principal to use sick leave to accompany the employee's mother or father to a medical appointment that cannot be scheduled outside of the employee's regularly scheduled work hours.

### C. Sick Leave Accumulation

Unused sick leave can roll over from work year to work year, but sick leave will accumulate to a maximum of one eighty-five (185) days.

#### Examples:

July 1, sick leave balance is 175 days. The employee would be allocated 10 additional days for the year equaling 185 days. During the school year, employee uses 0 sick days, the June 30 balance is 185. On July 1, no additional days are allocated.

July 1, employee is at maximum balance of 185 days, no additional days are allocated. During the school year, employee uses 9 sick days, the June 30 balance is 176. On July 1, the balance is credited back to 185 days.

### D. Sick Leave and Long-Term Disability

In the event an employee becomes eligible for benefits under the District's long-term disability insurance program, the employee will not accumulate paid sick leave time while receiving long-term disability.

### E. Medical Clearance Following Absences

Following an absence due to personal illness, injury, or serious health condition lasting more than 3 work days, the District may request a return to work or fitness for duty letter from the employee's medical provider prior to permitting the employee to return to work. Such documentation must be signed by a licensed physician, a nurse practitioner, or other appropriate professional upon return from the absence. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

### F. Overused Sick Leave

If an employee were to terminate their employment or have their employment terminated prior to the completion of the year and had used all sick leave, a sum equal to the sick leave days not earned would be deducted from remaining pay. The deduction (if necessary) would be calculated based on the percent difference between actual work time to scheduled work time. Ex. If an employee was scheduled for 180 days but only worked 140 days and left employment, the employee would have earned 80% of the sick time annual allocation, or 8 days.

#### **G. Reporting Procedure – Doctor’s Certificate**

Whenever the supervisor deems such verification appropriate, the employee will be required to furnish the District with a certificate of illness signed by a licensed physician, a nurse practitioner, or other appropriate professional upon prior approval by the supervisor.

#### **H. Holidays during Sick Leave**

In the event that a paid holiday (as defined in Section \_\_ below) falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee’s earned sick leave.

#### **I. Sick Leave for New Employees**

Employees who are within their first two years of employment and who run out of sick leave will be allowed to borrow a maximum of five days from next year’s sick leave allotment. Employees leaving the system with a sick leave deficit will pay for each deficit day at their current rate of pay. Borrowed sick leave shall never accumulate beyond five days.

## **SECTION 4 - PERSONAL DAYS**

#### **A. Personal Days**

Personal leave is provided each year as outline below and are not cumulative.

- **Twelve month (235 days/year-round) full-time employees** shall be credited with three (3) personal leave days per school year.
- **School year full-time employees** are credited with two (2) days personal leave days per school year.
- **Part-time employees** who are regularly scheduled to work at least 20 hours per week but less than 30 hours per week are credited with one (1) day personal leave days per year.
- **Part-time employees** who are regularly scheduled to work less than 20 hours per week will not be credited with personal leave.

Prior permission of the principal is necessary prior to use of personal leave. Personal Days are allowed to be used in increments of half (1/2) or whole days. Staff members who do not use their Personal Leave Day will be compensated \$100 per day (maximum \$200) for unused Personal Leave days at the end of the school year or have a day(s) added to their sick leave bank. Unused personal leave will be paid to the employee after the last day of the school year.

#### **B. Personal Day Restrictions**

A personal day will not be granted on an in-service day when the support staff have been requested to attend. Personal days shall not be used to extend a holiday, vacation, or school recess period. At the discretion of the District Administrator or his/her designee, personal days during these periods may be approved for personal business that cannot be rescheduled for a different time.

Personal day requests should be submitted to Frontline as far in advance as possible, normally not less than five (5) days. No more than the following number of employees in anyone building may take personal leave on the same day:

Unless the District Administrator makes an exception, during the school year (when school is in session) the following restrictions will apply to the following classifications:

- Custodians – no more than one (1) on personal leave per day (including vacation)
- Administrative Assistants – no more than one (1) on personal leave per building, per day
- Aides - no more than one (1) on personal leave per building, per day

## **SECTION 5 - VACATION**

#### **A. Vacation Days Provided**

Full-time 12-month employees qualify for vacation which will be provided on July 1 of the school year in which the vacation is awarded. Vacation allotments must be used between in the school year in which they are provided and will not accumulate or carryover from one year to the next.

- One-week vacation after having completed one year of service prior to July 1<sup>st</sup>.
- Two weeks vacation after having completed two to ten years of service prior to July 1<sup>st</sup>.
- Three weeks vacation after having completed eleven to nineteen years of service prior to July 1<sup>st</sup>.
- Four weeks vacation after having completed twenty or more years of service prior to July 1<sup>st</sup>.

## B. Vacation Day Use

Requests for vacation should 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 supervisor.

# SECTION 6 - COMPENSATION SYSTEM

## A. Compensation

The Williams Bay School Board will determine hourly rates and/or salary for employees on an annual basis.

## B. Longevity Enhancement

Support staff members will receive additional compensation based on their years of service to the Williams Bay School District. The additional longevity compensation will be as follows:

|   |         |
|---|---------|
| Upon the completion of Tenth (10) year of service         | \$ 400  |
| Upon the completion of the Twentieth (20) year of service | \$1,000 |

Once the employee qualifies for longevity pay, they will receive a payment on the first check in June at the conclusion of the school year. The 10 year of service and the twentieth year of service are cumulative upon reaching the twentieth-year milestone, meaning \$1400 is paid annually.

Support staff that have reached the tenth or twentieth year of service as of June 30, 2021, have already had the enhancement added to their hourly rate. These employees will not receive the annual payment for longevity. Support staff who have completed the tenth year of service will begin to receive the enhancement upon completion of the twentieth year of service. This enhancement will be in the amount of \$1000 annually.

### Calculation of Longevity

Longevity is based on continuous full-time employment in the district. Full-time 12-month employees and full-time school-year employees who have been continuously employed full-time in the district for the specified number of years shall receive the longevity stipend as shown above.

Employees that work continuously in a combination of full-time certified, full-time 12-month support staff, and/or full-time school-year support staff employee on a continuous basis, longevity will be calculated from the start date of the original position (the employee works as a full-time support staff member for two years and then is employed as a full-time certified teacher, the start date would be calculated beginning the first day of employment in the support staff position – 3 years).

# SECTION 7 - DISCIPLINE AND DISCHARGE

## A. Standard for Discipline

An employee may be disciplined at any time and for any reason so long as it is not for an unlawful reason. All discipline is subject to the grievance procedure found in policy #527.1 and in [Appendix A](#).

## B. Standards for Termination

An employee may be terminated at any time and for any reason so long as it is not for an unlawful reason. Termination is subject to the grievance procedure found in policy #527.1 and in [Appendix A](#).

# SECTION 8 - PROFESSIONAL GROWTH AND EVALUATION

## Staff Development Opportunities

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Staff development opportunities will be approved consistent with Board Policy 537.

## In Service Training

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

Employees who are asked to attend mandatory in-service training should be available for those in-services. Personal days will not be approved during these mandatory training times.

## Evaluation

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The primary purpose of evaluation is to provide continuous improvement in the quality of service to the community/students/staff of the District. All staff will be evaluated in accordance with the District approved evaluation instrument. Employees that receive an unfavorable evaluation are not eligible for wage or incentive increases until the next evaluation cycle and favorable evaluation has been received. Employees with unfavorable evaluations might also be subject to termination. The District reserves the right to evaluate employees at any time formally or informally.

### A. Frequency

The frequency of evaluation shall be established at the discretion of the Board. Typically, all hourly employees will be evaluated yearly.

### B. 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.

### C. Evaluators

The District shall have the sole right to determine whether or not employees shall be evaluated, by which supervisory personnel, and when.

## SECTION 9 - RESIGNATION FROM EMPLOYMENT

### Resignation of Employment

Employees are asked to provide at least 10 working days of advance notice prior to their voluntary resignation of employment. 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, in accordance with the terms of the insurance plan documents.

## SECTION 10 - ASSIGNMENTS AND VACANCIES

### A. Determination of Assignments

Employees will be assigned by the Superintendent or his/her designee, according to the best interests of the students.

### B. Job Postings

Vacant positions will be posted on the Wisconsin Educator Career Access Network (WECAN) website or in the local paper. Vacant positions may be filled temporarily at the Superintendent's discretion during the posting and selection period. Qualified employees are welcome to apply to any vacancy that interests them. Candidates are selected for interviews based on the merits of the application, experience, certification, education, similar training, demonstrated excellence, references, and any other factor deemed relevant by the District.

### C. Reduction in Positions and Hours

The District shall have the sole discretion to select employees for reduction. When making such a decision, the District may utilize the following criteria, along with any other relevant criteria:

#### a. Needs of the District

Those needs as identified and determined by the Board.

#### b. Qualifications as established by the Board

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

#### c. Qualifications of the Remaining Employees

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.

#### d. Performance

Performance of the employees as previously and currently evaluated.

**e. Reapplication**

Nothing herein will preclude employees who are reduced in staff pursuant to this section from reapplying for employment with the District. However, employees who are reduced will have no right to be recalled, and such employees will have to apply for available positions in the same manner as all other applicants.

## SECTION 11 - HOLIDAYS

### Holidays Defined

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A paid holiday is a day off with pay for the number of hours the employee normally would have worked on that day but for that holiday. Paid holidays will be provided to full-time 12-month employees and full-time School Year employees according to the following schedule:

- Full-time 12-Month Employees will be entitled to 8 paid holidays per year (the Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Day, and Memorial Day).
- Full-time School-Year Employees will be entitled to 5 paid holidays per year (Labor Day, Thanksgiving, Christmas, New Year’s Day, and Memorial Day).

### Holidays Falling on Weekend

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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 1<sup>st</sup> falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31<sup>st</sup> holiday and the preceding Friday shall be observed as the January 1<sup>st</sup> holiday. If December 24<sup>th</sup> and December 31<sup>st</sup> fall on a Sunday, the preceding Friday shall be declared the holiday unless the preceding Friday is a student contact day. If the preceding Friday is a student contact day, the District will schedule the paid holidays in its sole discretion. The District reserves the right to schedule these “observed” holiday dates in its sole discretion, notwithstanding the above.

### Work on a Holiday

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Employees who work on any of the above-mentioned holidays shall be paid time and one-half for all hours worked in addition to the holiday pay. Work on a holiday must be pre-approved by a supervisor.

## SECTION 12 - UNIFORMS, PROTECTIVE CLOTHING AND TOOLS

### Uniforms

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Employees of the District may, at the discretion of the District, be required to wear a District approved uniform while on the job. The uniforms may consist of a combination of jackets, hats, gloves, work shirts, work pants, work shorts and sweatshirts. The District shall furnish new uniforms on a schedule established by the District.

- All employees shall be required to clean and maintain their work shirts and workpants.
- The style, color, and type of fabric of said uniforms shall be determined by the District Administrator.

### Personal Protective Equipment

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The Board shall provide the protective clothing and equipment necessary for employees to perform their jobs. Such clothing and equipment shall be limited to the following items: non-prescription safety glasses, rain jacket, rain pants, boots, and overalls. The Board reserves the right to determine the style and the type of protective gear to be used. Any employee who receives protective gear shall be responsible for such items and shall sign for receipt of the item in acceptable condition. All items of protective clothing shall remain the property of the Board and shall be worn while working on an assigned school job. All issued items of protective clothing shall be inspected by the employee prior to each use. Any damaged protective items and clothing must not be used and reported to the immediate supervisor and/or his/her designee.

**A. Protective Safety Glasses**

The Board shall provide prescription safety glasses only to employees that need prescription glasses. No more than one pair per year shall be purchased for any individual employee. Quality of the safety glasses shall be determined by the School District. Like all items of protective clothing, these shall remain the property of the Board.

**B. Tools**

The District will furnish, without cost to the employees, tools considered necessary by the District for the employee to perform their normal duties. Any replacement of hand tools deemed necessary by the District will be furnished by the District without cost to the employee, except where loss due to negligence or willful destruction is apparent in which case the employee will be billed for the School District's replacement cost.

## APPENDICES

### Appendix A – Grievance Procedure (Policy 527.1)

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#### Purpose

The purpose of this Grievance Procedure is to provide a way for employees of Williams Bay School District (District) to resolve grievances concerning discipline, termination, or workplace safety.

This Grievance Procedure is intended to comply with Wis. Stat. § 66.0509(1m). This procedure does not create a contract of employment and does not change an employee's employment status. Employment disputes that are covered by state or federal statutes and/or administrative enforcement mechanisms are not covered by this Grievance Procedure.

#### Definitions

**"Grievance"** means a written complaint related to the discipline or termination of an employee or to "workplace safety."

**"Days"** means calendar days.

**"Employee termination"** shall be narrowly construed to mean a separation from employment by the employer for disciplinary or performance reasons. Employee termination does not include layoff, failure to be recalled from layoff, furlough or reduction in workforce, administrator or teacher nonrenewal for the purpose of the elimination of a position or a reduction in staff, job transfer, non-disciplinary demotion, reduction in or elimination of position, resignation, voluntary quit, abandonment, end of employment due to disability, retirement, or death, and end of employment and/or completion of assignment of limited term, temporary, seasonal, substitute, or part-time employees, including co-curricular contracts.

**"Employee discipline"** shall be narrowly construed to mean a suspension without pay, or a demotion or reduction in rank, pay, or other benefits, imposed by the employer for disciplinary reasons. "Employee discipline" does not include oral or written reprimands, performance evaluations, performance improvement plans, termination, non-renewal of teacher contracts under Wis. Stat. § 118.22, non-renewal of administrator contracts under Wis. Stat. § 118.24, layoff, failure to be recalled from layoff, furlough or reduction in workforce, administrative leave or suspension with pay, or any other employment action such as wage, benefit or salary adjustments, or change in assignment, which are taken for a non-disciplinary reason.

**"Workplace safety"** shall be narrowly construed to refer to (1) an existing condition that substantially endangers an employee's health and safety; or (2) any workplace policy or procedure established by state or federal law or the Board to protect the safety and health of employees in the District which is alleged by an employee to have been violated and to have substantially adversely affected the employee's safety at a District workplace.

#### Time Limits

If the grievant fails to comply with any time periods or other procedures of this policy, the grievance will be deemed resolved and the grievant shall have no further right to pursue or appeal a grievance decision. If the employer fails to comply with any time periods or other procedures of this policy, the grievant may advance the grievance to the next level, and there shall be no other consequence or remedy for the employer's failure to comply with any time periods or other procedures. A grievance may be withdrawn by the employee at any time. Once a grievance is withdrawn, it cannot be reopened or re-filed. The parties may mutually agree to extend any time deadline. Such extensions shall be non-precedential.

#### Process

- A. Written Grievance Submission. Only the employee who is subject to the discipline or termination or directly impacted by the issue of workplace safety may file a grievance. The employee must file a written grievance within seven (7) days of the date the employee knew or reasonably should have known of the termination, employee discipline or workplace safety issue. The written grievance must: (1) identify the category of grievance (i.e., termination, discipline, or workplace safety); (2) identify the facts supporting the grievance; (3) specify the policy, rule, regulation, or law alleged to have been violated, and the rationale supporting the grievance; and (4) describe the relief requested. The grievance must be given to the District Administrator. However, if the grievant is the District Administrator, or if the grievance arises out of action by the Board, the grievance must be given to the Board President.

- B. Representatives. Any party involved in the grievance may have a representative present at all levels once the grievance has been filed in writing.
- C. Initial Decision. The District Administrator shall act on the grievance within fourteen (14) days of receipt of the written grievance, unless the District Administrator is the Grievant, or unless the grievance arises out of action by the Board, in which case the response shall be provided by the Board. The written response shall contain a statement of the basis for the decision to sustain or deny the grievance, and, if denied, the deadline for the Grievant to appeal the grievance to an Impartial Hearing Officer (“IHO”).
- D. Impartial Hearing. If the Grievant wishes to appeal the Initial Decision by the District Administrator or Board, the Grievant must file a written appeal with the Board President within seven (7) days of receipt of the Board decision or administrative decision requesting a hearing before an IHO. The hearing shall take place within a reasonable time.
- E. Appeal of IHO’s Decision. If either party is dissatisfied by the decision rendered by the IHO, the dissatisfied party may file a written appeal with the Board President within ten (10) days of receiving the IHO’s decision. If no appeal is filed within ten (10) days, the decision of the IHO shall become final.

### **Procedure for Impartial Hearing**

- A. Standard of Review. The standard of review to be applied by the IHO to an Initial Decision shall be as follows:
  - 1. The review of an Initial Decision involving the termination or discipline of an employee shall require deference to the Initial Decision. The IHO shall apply the standard(s) established by applicable provisions of Board policy, handbook, contract and/or common law.
  - 2. The review of an Initial Decision concerning a workplace safety grievance shall require deference to the Initial Decision. The decision shall be upheld if it is not “arbitrary and capricious,” which shall be defined as an action which is either so unreasonable as to be without rational basis or the result of unconsidered, willful, or irrational choice.
- B. Impartial Hearing Officer. The IHO shall not be an officer, agent or employee of the Board at the time of appointment. The Board shall appoint the IHO.
- C. IHO Responsibilities and Authority. The IHO shall do the following:
  - 1. Screen the grievance and determine whether it falls within one of the categories subject to the Grievance Procedure and whether it has been timely filed.
  - 2. Provide reasonable notice to the parties of the time and location for the hearing.
  - 3. When requested by either party, subpoena witnesses as necessary to ensure their testimony.
  - 4. Make evidentiary findings and conclusions. In the case of a grievance related to a termination or discipline, the IHO shall determine whether a full evidentiary hearing is needed to afford the employee the requisite due process, and, if so, shall allow the grievant to present evidence, call and question witnesses, cross-examine adverse witnesses, obtain copies of evidentiary materials and argue his or her case. The rules of evidence shall not apply at any hearing; however, depending on the nature of the hearing, a material fact may not be supported solely by hearsay evidence. Additionally, the IHO may exclude or limit irrelevant, repetitive, or redundant evidence or any evidence lacking probative value. The IHO shall act so as to provide a speedy and inexpensive resolution of any appeal brought before the IHO.
  - 5. If the grievance is sustained in whole or in part, determine the appropriate remedy, provided, however, that the IHO may not award attorney’s fees or litigation expenses against the Board at any time.
  - 6. The IHO shall only consider the precise issue(s) submitted on the written grievance and letter of appeal, if applicable, shall apply the applicable standard of review, and shall have no authority to determine any other issue.
  - 7. The IHO has no authority to make any decision which requires the commission of an act prohibited by law.
  - 8. The hearing shall be recorded. The IHO shall consider whether to engage a court reporter in lieu of recording the hearing. The grievant may request the opportunity to have the hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy which may apply to the subject matter of the hearing.
  - 9. The IHO shall issue a written decision no more than thirty (30) days after the hearing is concluded, including any briefing period, unless the IHO notifies the parties that more time is needed and the reasons therefore.
  - 10. The IHO shall inform the parties that an appeal of the decision may be taken to the Board if filed within ten (10) days of the receipt of the IHO’s decision, and that if no timely appeal is filed, the IHO’s decision shall become final.



**Procedure for Board Review on Appeal of IHO's Decision.**

- A. If either party is dissatisfied by the IHO's decision, either party has the right to file a written appeal with the Board within ten (10) days of receiving the IHO's decision. If no timely appeal is filed, the IHO's decision shall become final.
- B. The Board President shall provide the parties with ten (10) days' notice of any meeting scheduled by the Board to hear the appeal.
- C. The Board shall review the grievance on the record established by the IHO. Each party may make a brief oral presentation to the Board to summarize the party's position as to whether the IHO decision should be sustained, modified or reversed. No factual evidence or argument not presented to the IHO for consideration shall be presented to the Board for review. The appeal meeting shall be held in closed session. If the Board determines more information is necessary to make a decision, it may remand the matter to the IHO for further proceedings.
- D. The Board may affirm, reverse, or modify the IHO's decision. In reviewing a decision concerning termination, or discipline, the Board shall apply the standard(s) established by applicable provisions of Board policy, handbook, contract and/or common law. In reviewing a decision concerning a workplace safety grievance, the Board shall apply the same standard as the IHO, and shall uphold the administrative decision if it is not "arbitrary and capricious," which shall be defined as an action which is either so unreasonable as to be without rational basis or the result of unconsidered, willful, or irrational choice.
- E. Procedural errors which do not have a substantial effect on the rights of the parties shall not be grounds for reversal of any decision.
- F. The Board's decision shall be final. The Board shall send the grievant and the District Administrator a written statement of its decision within a reasonable time after hearing the appeal.

LEGAL REFERENCE Wis. Stat. § 66.0509 (1m)  
Wis. Stat. § 118.22  
Wis. Stat. § 118.24

## Appendix B – Family and Medical Leave (Policy 529.1)

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The District complies with all applicable laws concerning family and medical leave (FMLA). Employees may be eligible for leave under both the federal and state family and medical leave laws. There are different eligibility provisions for these laws, different rights under the laws, and different procedural requirements for employees to follow. The purpose of this policy is to briefly describe some of the rights and responsibilities of employees under these laws. However, this policy does not, nor is it intended to, spell out every right and responsibility under the two laws. If an employee has any questions or desires additional information, the employee should contact the Business Manager, who will be responsible for administering this policy. When both laws apply, the leaves under state and federal law will run concurrently and the provisions more beneficial to the employee will apply. Medical leaves that qualify under the FMLA will also run concurrently with leaves under short- and long-term disability policies, worker's compensation, and other laws, as applicable and as allowed by law.

To qualify for federal FMLA leave, employees must be employed by the District for a total of at least twelve (12) months and have actually worked at least 1,250 hours in the preceding 12-month period. To qualify for Wisconsin FMLA, employees must have been employed for more than 52 consecutive weeks and have worked or been paid at least 1,000 hours in the preceding 52 weeks.

Employees on FMLA leave may not engage in any other employment that is inconsistent with the reason for the employee's FMLA leave.

The District will not use the taking of FMLA leave in compliance with the law as a basis for any adverse employment decision. Employees should direct any questions regarding FMLA leave to the Business Manager.

### GENERAL LEAVE RIGHTS

Federal FMLA. Under the federal FMLA, eligible employees are allowed up to 12 workweeks of unpaid leave per 12-month period for the following reasons (see also Military Family Leave below):

The employee's own serious health condition that makes the employee unable to perform the functions of his or her position.  
To care for the employee's spouse, child or parent with a serious health condition  
For the birth of the employee's child, or placement of a child for adoption or foster care with the employee  
For incapacity due to pregnancy, prenatal medical care or childbirth

Wisconsin FMLA. The Wisconsin FMLA permits eligible employees to take unpaid leave for the following reasons:

- 2 weeks for the employee's own serious health condition
- 2 weeks to care for the employee's spouse, child, domestic partner, parent, parent-in-law, or parent of a domestic partner with a serious health condition.
- 6 weeks to care for the employee's child after birth or adoption.

The District will calculate the federal FMLA 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Under federal FMLA, leave for birth, adoption or foster care placement must be concluded within 12 months of the birth or placement for adoption or foster care. If both parents work for the District, the employees will share one 12 week leave for the birth or placement of a child.

The Wisconsin FMLA entitlement will run on a calendar year basis. Any leave for the birth or adoption of a child taken under Wisconsin FMLA must start within 16 weeks of the birth or adoption of the child.

**Military Family Leave**. The federal FMLA provides for military family leave. Several provisions of this FMLA policy (including employee notice provisions and certification requirements) apply to military family leave as well.

There are two types of military family leave:

1. **Qualifying Exigency Leave**. Eligible employees with a spouse, son, daughter or parent on covered active duty or called to covered active-duty status may use their 12-week FMLA entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare or parental care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. The 12 weeks of leave afforded for a qualifying exigency is not in addition to the general 12 weeks afforded under

the federal FMLA. An employee is entitled to no more than 12 total weeks of leave for any combination of personal, family or qualifying exigency military FMLA.

2. **Servicemember Care Leave.** Eligible employees may also take up to 26 weeks of leave during a single 12-month period to care for an ill or injured service member who is the employee's spouse, parent, child, or "next of kin" who is a covered servicemember. A covered servicemember is a current member of the Armed Forces (including National Guard or Reserves) or a covered veteran who is undergoing medical treatment, recuperation, or therapy (or, for current members, is otherwise in outpatient status or on the temporary disability retired list) for a serious injury or illness. In the case of a current member, a "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty in the Armed forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty and that may render the servicemember medically unfit to perform his or her duties. In the case of a covered veteran, a "serious injury or illness" is the same as for a current member except that it must also meet any one of the following requirements: it must be (1) an injury that forms the basis for the veteran's enrollment in the VA's program of Comprehensive Assistance for Family Caregivers, (2) a physical or mental condition that substantially impairs the veteran's ability to work because of disability or disabilities related to military service, or would do so absent treatment, (3) a physical or mental condition for which the veteran has received a VASRD of 50 percent or greater, and the need for military caregiver leave is related to that condition; or (4) a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating. The 26 weeks of leave afforded for servicemember care is not in addition to the general 12 weeks afforded under the federal FMLA.

**Married Employees.** Married employees who both work for the District are limited to no more than an aggregate of 26 weeks of leave between them for military family leave.

**School Year Employees.** If a school year employee is on leave at the end of one school year and the beginning of another, the leave will be considered consecutive, not intermittent, and the employee will be provided with any benefits over the summer vacation that he/she would normally receive if the employee had been working at the end of the school year. Summer vacation is not counted against a school year employee's FMLA leave entitlement.

#### **DEFINITIONS OF "CHILD" AND "PARENT"**

Under both state and federal FMLA laws, "child" means a biological, adopted or foster child, stepchild, or legal ward. Under federal FMLA law, "child" also includes a child for whom the employee provides day to day care and financial support. Under both state and federal FMLA laws, a "child" must either be under age 18, or be 18 years or older and unable to care for him/herself because of a mental or physical disability (federal FMLA) or serious health condition (Wisconsin FMLA). Under both state and federal laws, "parent" means biological parent, foster parent, adoptive parent, or stepparent. Under federal FMLA law, "parent" includes an individual who was responsible for the day-to-day care and financial support of the employee when the employee was a child but does not include parents of an employee's spouse or domestic partner. Under state FMLA law, "parent" includes parents of an employee's spouse or domestic partner.

#### **SERIOUS HEALTH CONDITION**

A serious health condition is an injury, illness, impairment or physical or mental condition that involves:

Inpatient care 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 a qualified family member from participating in school or other daily activities. Continuing treatment by a health care provider includes:

1. A period of incapacity of more than three (3) consecutive full calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen or continuing treatment under the supervision of a health care provider (time limits apply to health care provider visits) (Under the Wisconsin FMLA, the requirement for more than three (3) consecutive calendar days of incapacity does not apply.);
2. Any period of incapacity due to pregnancy or prenatal care;
3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
4. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
5. Any period of absence to receive multiple treatments by a health care provider or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

## **NOTIFICATION AND CERTIFICATION**

Whenever possible, employees must give at least 30 days' written notice of the need for FMLA leave. When 30 days' notice is not possible, employees are expected to give as much written notice as is practical. Please see the Business Manager for FMLA request forms. Normal call-in procedures must also be followed for all FMLA absences. If an employee does not expressly request family or medical leave, but requests leave for a reason that might qualify as family or medical leave, the District may provide the employee with a leave request form to fill out and return to the Business Manager as soon as possible in order to determine whether the leave requested qualifies as FMLA leave. The District may temporarily designate the leave as FMLA leave.

When requesting FMLA, employees must give sufficient information 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, a 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 must also inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The District may require an employee who is requesting FMLA leave to provide medical certification for the leave. Employees will have 15 days in which to provide the completed certification, except in extenuating circumstances. If an employee fails to provide adequate certification in a timely manner, the employee's leave request or continuation of leave may be delayed or denied altogether. The District may directly contact the employee's health care provider for authentication or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The District may also require clarification of an incomplete or insufficient certification. Before the District makes direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification as required by law.

The District may require a second medical opinion at its expense regarding a serious health condition from a health care provider of its choice. If the first two opinions differ, the District may obtain a third opinion at its expense from a mutually agreed upon health care provider. The third opinion shall be binding on the parties. The District may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. Recertification and periodic reports regarding the employee's status and intent to return to work may also be required as allowed by law.

The District will inform employees who have requested leave whether they are eligible for leave, specify any additional information needed, and inform the employee of his/her rights and responsibilities. If the employee is not eligible for leave, the District will provide a reason for the ineligibility. The District will also inform eligible employees whether requested leave will or will not be designated as FMLA leave and the amount of leave that will be counted against the employee's leave entitlement.

### **Recertification**

The District may request recertification for the serious health condition of the employee or the employee's family member as allowed by law. In seeking recertification, the District may provide the employee's health care provider with the employee's attendance records and to confirm whether the employee's absences are consistent with the employee's serious health condition.

### **Intermittent Leave**

An employee may take any leave covered by Wisconsin FMLA as intermittent leave, provided the employee provides notice as required by the law. The last increment of intermittent leave for the birth or adoption of a child under Wisconsin FMLA must begin within 16 weeks after the birth or placement for adoption of the child.

For leaves covered only by federal FMLA, an employee may take "intermittent" or "reduced schedule" leave, if medically necessary, for the employee's own serious health condition, to care for a spouse, parent, son, or daughter with a serious health condition, and to care for a covered servicemember with a serious injury or illness. Employees must make reasonable efforts to schedule leave for planned medical treatment so as to not unduly disrupt the District's operations. To the extent an employee has control, medical appointments and treatments related to a serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work. For medically necessary intermittent or reduced schedule leave that is foreseeable based on planned medical treatment for the employee, a family member, or a covered servicemember, the District may temporarily transfer an employee taking such leave to a position with equivalent pay and benefits if the new position better accommodates the leave. Military leave due to qualifying exigencies may also be taken on an intermittent basis. Employees may also take intermittent FMLA leave for the birth, adoption or foster placement of a child during the federal-only portion of their FMLA leave.

In addition, special rules apply to intermittent leave for "instructional" employees under the federal FMLA. The special rules apply to intermittent or reduced schedule leave or leave near the end of a semester. "Instructional employees" are employees whose principal function is to teach students in a class, small group, or individual setting, and includes athletic coaches, driving instructors, and special

education assistants such as signers for the hearing impaired. It does not include assistants or aides who do not actually teach, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists, or non-instructional support staff. The special rules for “instructional” employees include:

If an eligible employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered servicemember, or because of the employee’s own serious health condition, which is foreseeable based on planned medical treatment, and the employee will be on leave for more than 20 percent of the total number of working days over the period the leave would extend, in order to minimize the disruption to the educational process, the District may require the employee to choose either to:

take leave for a particular duration, not longer than the duration of the planned treatment. If the employee chooses this option, the entire amount of leave will be counted against his/her FMLA leave entitlement; or  
transfer temporarily to an available alternative position, for which he/she is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave.

If the employee does not give required notice of foreseeable leave to be taken intermittently or reduced leave schedule, the District may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position, or delay the taking of leave until the employee has given the necessary notice.

If the employee begins a leave more than five weeks before the end of a semester, less than five weeks before the end of a semester, and less than three weeks before the end of a semester, special rules apply:

If the employee begins leave more than five weeks before the end of a semester, the leave will last at least three weeks, and the employee would return to work during the three-week period before the end of the semester, the District may require the employee to continue taking leave until the end of the semester.

If the employee begins leave during the five-week period before the end of a semester because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered servicemember, the District may require the employee to continue taking leave until the end of the semester if the leave will last more than two weeks, and the employee would return to work during the two-week period before the end of the semester.

If the employee begins leave during the three-week period before the end of a semester because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered servicemember, the District may require the employee to continue taking leave until the end of the semester if the leave will last more than five working days.

If the District requires the employee to continue taking leave to the end of the semester, only the period of leave until the employee is ready and able to return to work will be charged against the employee’s FMLA leave entitlement. However, the District will maintain the employee’s group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.

## **SUBSTITUTING PAID TIME OFF**

### **Use of Paid Leave**

FMLA leave is unpaid leave. However, employees have the right or employers may require in certain cases, that the employee use accrued paid leave during FMLA leave. During any portion of leave covered by the WFMLA, the employee may elect to or not to use paid leave. When paid benefits are substituted for the otherwise unpaid time, the employee is using the benefits concurrently with FMLA leave, and those benefits will not be available to the employee later. When paid benefits are substituted, the employee may be required to satisfy any procedural requirements of the District’s paid leave policy (for example, advance notice to use paid leave, use of paid leave in established increments, etc.). If an employee does not meet qualifications to use paid leave, that will not affect the employee’s ability to use FMLA leave if the leave qualifies as FMLA leave.

During any portion of leave that is covered by the federal FMLA only, the District may restrict the use of paid time as allowed by law.

In cases where substitution of a paid benefit is not possible, the employee will generally receive reduced compensation consistent with the number of hours the person actually works.

### **Benefits During Leave**

An employee's coverage under group health plans (i.e., group health and dental coverage) will be maintained during the period of an FMLA leave as required by the Wisconsin and federal FMLA laws and in accordance with the applicable terms of the plans.

Employees who normally pay a portion of the premium for insurance coverage must continue to do so during the period of FMLA leave. If paid leave is substituted for unpaid leave, the employee's portion of the premium will be deducted from the employee's paycheck. For those employees on unpaid leave, payment arrangements must be made prior to the start of the leave, or as soon as practicable. A 30-day grace period will apply to premium payments. If payment is not made within the grace period, the employee's group health/dental insurance may be terminated retroactive to the date coverage was last paid for. The District will provide 15 days' notification prior to the employee's loss of coverage.

If the District maintains an employee's insurance during an FMLA leave, and the employee does not return from FMLA leave, under certain circumstances the District will have the right to recover the total cost of the insurance premiums paid during the employee's leave, as allowed by law.

### **Benefit Accruals**

If an employee substitutes accrued paid leave for unpaid FMLA leave in order to remain fully compensated, the employee will continue to accrue paid time off at the rate at which the employee accrued such time prior to leave. If the leave is partially paid, the employee will accrue paid time off at a prorated rate. Once the employee stops receiving pay, the employee will no longer accrue paid time off during an FMLA leave. Use of FMLA cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave. Other benefit accruals may be suspended during the period of the leave and will resume upon return to active employment. An employee should check with the Business Manager regarding other benefit continuation provisions.

### **Worker's Compensation Absences**

When an employee is absent due to a work-related illness or injury which meets the definition of a serious health condition, the absence will be counted against the employee's allotment of FMLA leave under federal law. In other words, the employee is using federal FMLA leave concurrently with the worker's compensation absence.

### **Early Return from Leave**

An employee who wishes to return to work earlier than originally anticipated should provide at least two days' notice of such request. A fitness for duty certification may be required.

### **Returning to Work at the End of Leave**

Employees who return to work from FMLA leave within the timeframes protected by the FMLA laws will be returned to their former position or, if that position is no longer available, an equivalent position with equivalent pay, benefits and other employment terms. If an employee wishes to return to work before his/her leave is to end, and work is available, the employee must notify Business Manager at least 2 days prior to the desired return date. If an employee took FMLA leave for his/her own serious health condition, a fitness for duty certification will be required before the employee may return to work. In such cases, an employee's return will be delayed until such a certification is received.

### **Failure to Return to Work at End of FMLA-Protected Leave**

If an employee fails to return to work after the expiration of an FMLA-protected leave, the employee's rights under state and federal FMLA laws will no longer be in effect and the employee will be subject to immediate termination. If the employee's inability to return to work is due to the continuation, recurrence or onset of the employee's own serious health condition, or of the serious health condition of the employee's spouse, child or parent, the District will consider a request for a further unpaid leave. However, the employee must submit a written request for consideration of a further leave as soon as the employee realizes that he/she will not be able to return at the expiration of the FMLA-protected leave period. The District will consider each such request on a case by case basis. There is no guarantee that a further leave will be granted.

### **Failure to Meet Policy Requirements**

If the employee fails to meet the requirements of this policy for family or medical leave, the request for leave will be denied until the requirements are met.

### **Extension of Leave**

You may submit requests for additional unpaid extensions of leave to the Business Office. The District reserves the right to accept or deny these requests as well as the right to request a doctor's certificate prior to granting any extension.

## **“Key Employees”**

Certain “key employees” as defined by law may not be eligible for reinstatement to their jobs or equivalent positions following a leave if reinstatement would cause the District hardship.

LEGAL REFERENCE: Federal Family and Medical Leave Act - 29 U.S.C. 2601, et. seq.  
Federal Family and Medical Leave Act Regulations-29 CFR Part 825  
Wisconsin Family & Medical Leave Act - Wis. Stats. § 103.10  
Wisconsin Family & Medical Leave Act Regulations - Wis. Admin. Code DWD 225

## **Appendix C – Staff Sick Leave Bank Guidelines**

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**Purpose** The purpose of the Sick Leave Bank is to establish a way of allowing employees to share their accumulated sick leave with others in need of additional sick leave until the employee becomes eligible for the Williams Bay School District's long-term disability insurance. The district designed this program to protect employees who may experience financial and/or medical hardship because of exhausted sick leave due to a life threatening/catastrophic illness or injury (their own or a qualifying family member). Catastrophic illness or injury is defined as one that has or is expected to incapacitate the employee because he or she has exhausted all of his or her sick leave and other paid time off. Examples of life-threatening injury or illness include (but are not limited to) cancer, AIDS, heart surgery, stroke, etc.

### **Eligible Employees**

All employees who are eligible to accrue and use sick leave are eligible to become a member of the Sick Leave Bank.

### **Membership Overview**

- Membership and contributions to the district's Sick Leave Bank are voluntary.
- You must be a current member to be eligible to use days from the Sick Leave Balance.
- To become a member, an employee is required to contribute one sick day to the Sick Leave Balance.
- Once a sick day is donated to the Sick Leave Balance, it becomes the property of the Bank and will not be returned even upon cancellation of membership.
- Up to 60 contracted days may be drawn from the Sick Leave Bank per individual member employee during a contract year. A lifetime maximum of 120 days can be drawn from the Bank.
- The member must meet ALL criteria listed below to be eligible to receive days from the Sick Leave Balance:
  1. For purposes of the Bank, employee or qualifying member of employee's family · must be receiving treatment or supervision by a licensed health care physician.
  2. The life threatening/catastrophic illness or injury has caused the employee to exhaust all earned leave and potentially experience financial and/or medical hardship.
  3. Application for days from the Sick Leave Bank must be submitted as soon as practicable.
- Employees on maternity/parental leave and/or out for a related maternity illness are not eligible to draw sick leave from the Balance, even if they are a member, unless complications create a life-threatening situation for the mother.
- Employees receiving long-term disability, and/or worker’s compensation may not receive donated sick days from the Bank.
- Before a member employee receives donated sick days, they must provide a written request to the District Administrator AND provide a note from their physician describing their unique situation and the expected duration of the absence. If the employee is incapacitated and cannot make a written request, the District Administrator will make the request on the employee's behalf.
- The District Administrator:
  1. will review the nature of the illness/incident, the duration indicated by the licensed health care physician, and the number of sick days requested from the Bank; and will make a decision based on all present and relevant facts,
  2. After the District Administrator’s decision is made, the employee may appeal the decision in writing. The appeal will then go before the Sick Leave Bank Committee which the committee's decision shall be considered final and shall not be subjected to Williams Bay School District's grievance procedure or litigation. The committee will consist of the Business Manager, Principal, one elected Certified Staff, one elected Support Staff, and one Board of Education member.

## Procedures/Usage

- When the Sick Leave Bank balance has dropped below 30 days, active members will be notified that a donation to the bank is required to remain an active member. Active members will be notified 30 days before they are required to donate an additional single sick day to remain an active member.
- Members who are out of sick days may continue as members and will be required to donate a day from their following year's sick leave allocation.
- Members can discontinue their membership at any time by submitting a Cancellation Notice to Human Resources.
- An annual open enrollment period (simultaneous with insurance open enrollment) will be available to employees who are not currently members of the Sick Leave Bank. The district will announce when the open enrollment period will be held. July 1 will be the effective date of membership.
- Newly hired employees may immediately become a member after contributing one sick day to the district's Sick Leave Bank during the orientation process in August. Employees hired after the start of the school year may immediately become a member after contributing one sick day to the district's Sick Leave Bank within 15 days of their hire day.
- When appropriate, employees can contribute a sick day to the Bank by completing a Sick Leave Contribution form available on the district website.
- Any unused contributed sick days remaining at the end of the school year will be rolled into the following school year.
- Unused donated sick days will accumulate in the Sick Leave Bank without limit.
- Termination of Sick Leave Bank: In the event the Board of Education discontinues the Sick Leave Bank, all employees who are members of the Bank at the time of discontinuation shall remain members (without additional contributions) until all days in the Bank have been exhausted.



## Appendix D – Extra Duty Pay

| Activity                                       | No. of Advisors | 1 to 3 Years | 4 to 5 Years | 6+ Years |
|--|-----------------|--------------|--------------|----------|
| Academic Bowl                                  | 1               | 300          | 345          | 375      |
| Barker Publisher                               | 1               | 900          | 1,035        | 1,125    |
| Bulldog Barker                                 | 1               | 700          | 805          | 875      |
| Class Advisor - 9                              | 4               | 300          | 345          | 375      |
| Class Advisor - 10                             | 4               | 400          | 460          | 500      |
| Class Advisor - 11                             | 4               | 600          | 690          | 750      |
| Class Advisor - 12                             | 4               | 400          | 460          | 500      |
| Club Advisor                                   | 1               | 500          | 575          | 625      |
| District Technology Coordinator                | 1               | 3,000        | 3,450        | 3,750    |
| District Technology Coordinator Elementary     | 1               | 3,000        | 3,450        | 3,750    |
| Elementary 5 <sup>th</sup> Grade Choir Advisor | 1               | 1,000        | 1,150        | 1,250    |
| Elementary After School Study                  | 1               | 900          | 1,035        | 1,125    |
| Elementary Battle of the Books                 | 2               | 300          | 345          | 375      |
| Elementary Forensics                           | 2               | 900          | 1,035        | 1,125    |
| Elementary Maker Space                         | 2               | 500          | 575          | 625      |
| Elementary Musical Director                    | 3               | 1,000        | 1,150        | 1,250    |
| Elementary Student Council                     | 1               | 1,200        | 1,380        | 1,500    |
| Elementary TAG Coordinator                     | 1               | 1,500        | 1,725        | 1,875    |
| Elementary/Middle School Anthology Coordinator | 1               | 200          | 230          | 250      |
| Esports  | 1               | 1,500        | 1,725        | 1,875    |
| History Bowl                                   | 1               | 1,000        | 1,150        | 1,250    |
| History Club                                   | 1               | 4,000        | 4,600        | 5,000    |
| HS Drama Club Director                         | 1               | 1,500        | 1,725        | 1,875    |
| HS Forensics                                   | 1               | 900          | 1,035        | 1,125    |
| HS Math Team Coach                             | 2               | 400          | 460          | 500      |
| HS Musical Choreographer                       | 1               | 900          | 1,035        | 1,125    |
| HS Musical Director                            | 1               | 2,000        | 2,300        | 2,500    |
| HS Musical Pit Orchestra Director              | 1               | 800          | 920          | 1,000    |
| HS Musical Tech Director                       | 1               | 1,000        | 1,150        | 1,250    |
| HS Student Council                             | 1               | 3,000        | 3,450        | 3,750    |
| Middle/High School Solo & Ensemble Duties      | 2               | 500          | 575          | 625      |
| MS Battle of the Books                         | 1               | 300          | 345          | 375      |
| MS Forensics                                   | 1               | 500          | 575          | 625      |
| MS Musical Choreographer                       | 1               | 700          | 805          | 875      |
| MS Musical Director                            | 1               | 1,000        | 1,150        | 1,250    |

| Activity                             | No. of Advisors | 1 to 3 Years | 4 to 5 Years | 6+ Years |
|--------------------------------------|-----------------|--------------|--------------|----------|
| MS Musical Tech Director             | 1               | 600          | 690          | 750      |
| MS Student Council                   | 1               | 1,200        | 1,380        | 1,500    |
| MS/HS TAG Coordinator                | 1               | 1,500        | 1,725        | 1,875    |
| Outdoor Ed Director                  | 1               | 1,000        | 1,150        | 1,250    |
| Outdoor Ed Staff                     | 3               | 500          | 590          | 625      |
| Pep Band                             | 1               | 900          | 1,035        | 1,125    |
| School Photographer                  | 1               | 4,000        | 4,600        | 5,000    |
| Senior Trip Organizer and Supervisor | 1               | 1,200        | 1,380        | 1,500    |
| Senior Trip Supervisor               | 3               | 800          | 920          | 1,000    |
| Special Events Coordinator           | 1               | 1,500        | 1,725        | 1,875    |
| Spelling Bee                         | 1               | 200          | 230          | 250      |
| Tech Support MS/HS                   | 1               | 3,000        | 3,450        | 3,750    |
| Yearbook Advisor                     | 1               | 1,000        | 1,150        | 1,250    |

### Academic Contests and Judging

|   |                 |
|---|-----------------|
| Academic Contests – Host (Math Meet, Academic Bowl, and History Bowl)   | \$250           |
| Academic Contests – Worker (Math Meet, Academic Bowl, and History Bowl) | \$50/90 minutes |
| Conference Events – Host  | \$250           |
| Conference Events – Worker  | \$50/90 minutes |
| Forensics Judge   | \$85            |
| Fitness Center Supervision  | \$15 per hour   |

### Athletic Activities

| Athletic Activity                | 1 to 3 Years | 4 to 5 years | 6+ Years |
|----------------------------------|--------------|--------------|----------|
| Head Baseball Coach              | 4,500        | 5,000        | 5,500    |
| Assistant Baseball Coach         | 3,000        | 3,500        | 4,000    |
| Head Boys Basketball Coach       | 5,000        | 5,500        | 6,000    |
| Assistant Boys Basketball Coach  | 3,500        | 4,000        | 4,500    |
| Head Girls Basketball Coach      | 5,000        | 5,500        | 6,000    |
| Assistant Girls Basketball Coach | 3,500        | 4,000        | 4,500    |
| Head Fall Cheerleading Coach     | 2,600        | 3,000        | 3,250    |
| Head Fall Dance Coach            | 2,600        | 3,000        | 3,250    |
| Head Football Coach              | 5,000        | 5,500        | 6,000    |
| Assistant Football Coach         | 3,500        | 4,000        | 4,500    |
| Head Golf Coach                  | 3,500        | 4,000        | 4,500    |
| Head Softball Coach              | 4,500        | 5,000        | 5,500    |
| Assistant Softball Coach         | 3,000        | 3,500        | 4,000    |

| <b>Athletic Activity</b>       | <b>1 to 3 Years</b> | <b>4 to 5 years</b> | <b>6+ Years</b> |
|--------------------------------|---------------------|---------------------|-----------------|
| Head Volleyball Coach          | 4,500               | 5,000               | 5,500           |
| Assistant Volleyball Coach     | 3,500               | 4,000               | 4,500           |
| Head Winter Cheerleading Coach | 2,600               | 3,000               | 3,250           |
| Head Winter Dance Coach        | 2,600               | 3,000               | 3,250           |
| MS Winter Cheerleading Coach   | 1,000               | 1,250               | 1,500           |
| MS Boys Basketball Coach       | 2,000               | 2,250               | 2,500           |
| MS Coed Cross Country          | 1,000               | 1,250               | 1,500           |
| MS Coed Track Coach            | 1,000               | 1,250               | 1,500           |
| MS Coed Volleyball Coach       | 1,250               | 1,500               | 1,750           |
| MS Flag Football               | 1,250               | 1,500               | 1,750           |
| MS Girls Basketball Coach      | 2,000               | 2,250               | 2,500           |
| MS Girls Softball Coach        | 1,250               | 1,500               | 1,750           |

### **Fitness Center**

|                                  |               |
|----------------------------------|---------------|
| Fitness Center Supervision       | \$15 per hour |
| Summer Strength and Conditioning | \$15 per hour |

# Williams Bay School District Employee Acknowledgment of Handbook

(to be signed and returned to the District Office)

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I hereby acknowledge that it is my responsibility to read the 2023-2024 Williams Bay School District Employee Handbook. My signature below indicates that I have read the Handbook and understand the standards, policies and procedures defined or referenced in this document.

It is important to know that additional regulations, policies, and laws are in the Board Policies Manual and Administrative Guidelines located in the District Office. The Employee Handbook Board Policies and Guidelines are available on the District's website at [www.williamsbayschools.org](http://www.williamsbayschools.org).

The information in this Handbook is subject to change at any time with or without notice. I understand that changes in District policies may supersede, modify, or eliminate the information summarized in this Handbook. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that this Handbook does not constitute an employment contract or alter my status as an at-will employee. 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 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. 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.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Date \_\_\_\_\_