School District of Fall Creek

Employee Handbook

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Purpose of Handbook

This Employee Handbook has been prepared for staff members. This Employee Handbook shall be effective upon Board approval and shall remain in full effect and force until such time that it is changed or rescinded by Board of Education action.

This Employment Handbook is a collection of selected employment policies and procedures, as well as rules and regulations of the School District of Fall Creek ("District"). It has been prepared to acquaint all staff members with the policies, procedures, rules, and regulations that govern their employment in the District, and to provide for the orderly and efficient operation of the District.

It is each staff member's responsibility to read and become familiar with this information and to comply with the policies adopted by the Board and/or the administrative guidelines promulgated by the Superintendent as well as the rules and regulations contained herein.

If a staff member has questions regarding any of the Board policies and/or Superintendent's administrative guidelines, and/or the rules or regulations set forth in this Employment Handbook, or about matters which are not covered, the staff member should direct them to their immediate supervisor (Superintendent).

All Staff Section

I. Rights

A. Management Rights

Certain rights and responsibilities are imposed by state and federal laws and regulations. Many of these rights and responsibilities have implications for policies and procedures governing employment. For this reason, the Employer reserves any and all management rights regarding employees' employment status.

General Guidelines: The role of management includes, but is not limited to, the right to:

A. Manage and direct the employees;
B. Hire, promote, schedule, transfer and assign employees;
C. Layoff and recall employees;
D. Discharge employees or take disciplinary action;
E. Schedule overtime;
F. Develop job descriptions;
G. Assign work duties;
H. Introduce new or improved methods or facilities or change existing methods or facilities;
I. Contract out for goods and services;
J. Discontinue certain operations; and
K. Direct all operations of the School District.

B. Employee Rights

The School District of Fall Creek is committed to providing a safe and supportive educational environment that fosters an environment of learning and inspires employees to excel in their individual performance.

In the event that the District determines that corrective and/or disciplinary action involving an employee is appropriate, the level of corrective action and/or discipline imposed will take into consideration the seriousness of the infraction, the event(s) surrounding the infraction, and the employee's performance record. An employee will be provided with a copy of any corrective and/or disciplinary record that is placed in the employee's personnel file.

II. General Workplace Policies

A. Equal Opportunity Employer

Policy Reference: 511 Equal Opportunity Employment

The Fall Creek Area School District is an equal opportunity employer. Personnel hiring and administration does not discriminate against properly qualified individuals on the basis of sex, race, color, religion, creed, age, national origin, ancestry, marital status, sexual orientation, disability, arrest record, conviction record, genetic testing, or any other legally-protected class status.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the district.

Application forms, hiring practices and personnel administration shall be periodically evaluated to identify and eliminate practices that may facilitate discriminatory treatment and/or discriminatory impact.

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

The Fall Creek School District's coordinator for IX (sex) and pupil non discrimination (multiple protected groups) is Brad Ceranski, 336 E. Hoover Ave Fall Creek, WI 54742. Phone 715-877-2809 ext. 352 Email: bradceranski@fallcreek.k12.wi.us

The Fall Creek School District's coordinator for section 504/Title II of the ADA (disability) is Kelly Speckien, 336 E. Hoover Ave Fall Creek, WI 54742. Phone 715-877-2123 ext. 276 Email: kellyspeckien@fallcreek.k12.wi.us

To file a complaint of discrimination follow Board Rule 113 Discrimination Complaint Procedures. To obtain this rule please contact Teresa Reetz, (715) 877-2123 extension 221, or Fall Creek School District 336 E. Hoover Avenue Fall Creek, WI 54742. Email teresareetz@fallcreek.k12.wi.us

B. Harassment, Discrimination and Retaliation-Free Work Place

Policy Reference: 511.1 Harassment Discrimination Policy, 511.1 Admin Rule

It is the policy of the Fall Creek School District to maintain a work environment that is free from all forms of harassment, intimidation, discrimination and retaliation, and to insist that each person is treated with dignity, respect and courtesy. Harassment and discrimination means behavior toward a person based, in whole or in part, on any legally-protected class status including, but not limited to, sex, race, religion, national origin, color, ancestry, creed, , marital status, sexual orientation, or disability which unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment. Examples of harassment and acts of discrimination can include: name calling, negative stereotyping, unsolicited and derogatory statements or gestures, offensive calendars, posters, cartoons or e-mails, inappropriate or unwelcome physical contact, any attempt to penalize or punish a person because of his/her protected status, making employment decisions on the basis of an employee's submission or refusal to submit to conduct of a sexual nature. Workplace harassment and discrimination, whether engaged in by employees, supervisors or members of the public, will not be tolerated and will subject employee-offenders to disciplinary action, discharge from employment, and referral to legal authorities, as appropriate.

Duty to Report

All employees, students and volunteers have rights under state and federal laws to be protected from harassment and other forms of discrimination and are required to report incidents which may violate this policy according to the procedures attached to this policy.

Retaliation
Retaliation in any form against any person for complaints, or for participation in any investigation of alleged harassment or other acts of discrimination, is prohibited. Employees are required to report any perceived or alleged acts of retaliation.

Definitions
The following definitions are not intended to be all-inclusive.

The School Board will not tolerate any conduct which fails to comply with the letter and spirit of these guidelines which prohibit sexual harassment, other forms of harassment, and discrimination.

Sexual Harassment*:* Sexual harassment is unwelcome and repeated conduct of a sexual nature and is illegal under state and federal law. The Fall Creek Area School District is committed to providing a work environment that is free from sexual harassment, where all employees, students and volunteers can work together comfortably and productively.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and other repeated verbal or physical conduct of a sexual nature when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive working environment.

Harassment: The Fall Creek Area School District does not tolerate harassment in any form. Harassment is engaging in any type of unreasonable or offensive behavior that could result in unreasonably interfering with another's ability to learn or function in the school environment.

"Harassment" includes striking, shoving, kicking, throwing objects at, writing epithet, or otherwise subjecting another person to physical contact or attempting or threatening to do the same; name calling; or engaging in a course of conduct or repeatedly committing acts which intimidate, cause discomfort to, or humiliate another person.

Discrimination: Federal and state law protects the rights of properly qualified individuals to obtain employment and to be free from employment discrimination based on any legally protected class status under the law. Applicants and employees will be evaluated based upon individual qualifications rather than upon a particular class to which the individual may belong.

Harassment/Discrimination/Retaliation Complaint Procedures (Staff)
The building principal is responsible for handling harassment, discrimination and retaliation concerns in his or her school building. The superintendent is the designated Complaint Officer in the district. The enforcement of this policy and complaints regarding allegations of harassment, discrimination or retaliation under this policy shall be processed according to the following procedure:

Step 1:
Complaints may be presented in writing or orally. Oral complaints will be handled

informally at the building level. Written complaints are to be presented to the building principal unless the alleged offender is the building principal, in which case, the complaint would be presented directly to and processed by the superintendent. In the event a complaint alleges inappropriate conduct by the superintendent, the complaint will be presented to the president of the Board of Education. The complaint should include the specific nature of the harassment, discrimination, or retaliation, the corresponding dates, the name, address and the phone number of the complainant. The building principal will promptly notify the superintendent regarding the complaint and will file a copy of the complaint with the superintendent. All complaints will be kept confidential to the maximum extent possible.

Step 2:
The building principal will fully and promptly investigate all oral and written complaints, notify the person who has been accused of harassment, discrimination or retaliation, arrange meetings to discuss the complaint with all concerned parties, and submit a report of the results of the investigation to all parties as soon as possible after receiving a complaint. The building principal may exercise discretionary authority to discipline the employee involved if he or she feels satisfied that the evidence as presented warrants. Disciplinary action against an employee shall be in accordance with applicable board policy, administrative rules, collective bargaining agreements, and Employee Handbook provisions.

Step 3:
If the complainant is not satisfied with the result of the investigation by the building principal, he or she may submit a written appeal to the superintendent indicating the nature of the disagreement with the report and reason underlining such disagreement. Such appeal must be filed within ten (10) working days (school business office days) after receipt of the building principal's report. The superintendent will arrange a meeting with the complainant and other affected parties to discuss the appeal, if requested by the complainant or deemed appropriate by the superintendent. The superintendent will give a written response to the complainant's appeal within thirty (30) working days. The superintendent may exercise discretionary authority to discipline the employee involved if he or she feels satisfied that the evidence as presented warrants the discipline. Disciplinary action against an employee shall be in accordance with applicable board policy, administrative rules, collective bargaining agreements, and Employee Handbook provisions.

Step 4:
If the complainant or the superintendent wishes to pursue the matter further, either party may file an appeal requesting a hearing with the Board of Education within ten (10) working days after the decision in step 3 has been rendered. The Board of Education will review the reports and determine whether or not proper due process was followed.

Individuals may submit complaints/appeals to other agencies as provided by state and federal laws.

A substantiated charge against an employee will subject him or her to appropriate disciplinary action, which may include discharge and/or referral to legal authorities, depending on the severity of the offense. Disciplinary action against an employee shall

be in accordance with applicable board policy, administrative rules, collective bargaining agreements, and Employee Handbook provisions.

C. Drug and Alcohol-Free Workplace

Policy Reference: 527 Employee Policy & Possession, Drugs, 527 Rule (1)(2)

The unlawful manufacture, distribution, dispensing, possession or use of alcohol, a controlled substance, or drug paraphernalia is prohibited in and on the properties of the Fall Creek Area School District, or while at school-sponsored activities at any location. Any employee who engages in any of the above prohibited activities is subject to any and/or all (but not necessarily limited to) the following disciplinary actions: termination of employment, required treatment and rehabilitation, legal action, suspension and reprimand, or other actions as appropriate to the situation.

D. Safety

The Board of Education is committed to promoting the safety and health of employees. In accordance with law, the Board shall make reasonable efforts to provide employees with a safe place to work that is free of recognized hazards. The Board shall comply with all safety regulations, state codes and orders, and all applicable local safety and health codes and regulations. The Superintendent shall serve as the District's Safety Coordinator, however, the Board believes that safety is everyone's business and expects full cooperation of all employees in fire and accident prevention. Employees are required to report all safety/health incidents, whether the employee was a participant or witness to an incident, as soon as reasonably practicable and no later than 24-hours post incident. In order for the District to appropriately follow-up, such report should be made in writing.

E. Standard of Conduct

District employees are public servants responsible for the education and care of children and young adults. The Board of Education expects every staff member to conduct himself/herself in a manner deserving of this trust by demonstrating a high level of commitment to students, students' families, the Fall Creek community and coworkers.

1. Conduct Commitment to Students- Each district employee is responsible for creating an emotionally and physically safe and healthy learning environment for students which is free from harassment, intimidation, bullying, bias, and discrimination. Employees are also expected to maintain the confidentiality of student information as required by law.

2. Conduct Commitment to Students' Families- District employees shall promote, respond to, and maintain communication with students' parent(s)/guardian(s) as needed and appropriate.

3. Conduct Commitment to the Fall Creek Community- District employees shall perform their work duties in a manner which promotes public confidence in the integrity of the education services being provided at the Fall Creek School District. All employees have a responsibility to maintain public confidence by: reporting to work ready to perform all assigned duties in a highly competent

manner, maintaining a strong attendance record, demonstrating a willingness to assist community members when they are in school facilities or on school grounds, exhibiting a positive, friendly attitude, and dressing neatly. Employees are also expected to properly care for school property and to only use school resources for district operational purposes. District employees are expected to promote the District in a positive light. This includes social media sites. Personal Social Networking & Media Accounts – Before employees create or join an online social network, they should ask themselves whether they would be comfortable if a 'friend' decided to send the information to their students, the students' parents, or their supervisor. Educators must give serious thought to the implications of joining an online social network. Because online content can be spread in mere seconds to a mass audience, the District encourages employees to ask themselves before posting any information online whether they would be comfortable having this information printed in the newspaper alongside their photo.

4. Conduct Commitment to Coworkers- Each district employee shall conduct him/herself in a manner which reflects positively on the reputation of his/her colleagues and the Fall Creek School District. Every employee is expected to work cooperatively and collaboratively with coworkers to create a school culture that focuses on continuous system improvement, promotes the sharing and discussion of ideas and supports the implementation of the most effective and efficient work procedures. Employees are also expected to keep up to date on licensing and/or certification requirements related to their position.

F. Employee Discipline

Policy Reference: 536.2 Discipline, Discharge, Members

1. The District recognizes the teacher's rights under the United States Constitution and the Wisconsin State Constitution.

2. Disciplinary action against employees may be taken for violations of Standards of Conduct, violations of policies and procedures, or for unsatisfactory work performance. Disciplinary action will typically be taken after an investigation and after giving the employee an opportunity to respond to any and all allegations.

3. The Board or Superintendent shall have the right to take corrective action, discharge, non-renew, suspend, reduce in rank or compensation any employee in its employ. An employee may appeal a disciplinary action of demotion/reduction in pay, disciplinary suspension or discharge through the grievance procedure set forth herein. Corrective actions, including verbal and written warnings, are not subject to the grievance procedure. All information forming the basis for disciplinary action or termination will be made available to the employee.

4. Suspension Procedure
   a. When, in the judgment of the superintendent, a condition or situation warrants, the superintendent may suspend a staff member with full pay,

pending action by the Board.

b. The superintendent shall file written charges with the Board of Education and shall forward copies of said charges to the suspended staff member by certified mail.

c. When deemed necessary, the Board shall schedule a meeting with the employee to act upon the charge.

G. Travel

Policy Reference: 537 Professional Staff Dev. Opp., 671.2 Expense Reimbursements

Transportation: The employees authorized by the superintendent to attend workshops, conferences, tournaments, coaching clinics, etc., must take a school vehicle if available. Only if a school vehicle is not available will the employee be paid mileage at the IRS rate.

Meals: Amount allowed for reimbursement if not included with conference or room reservations: $30.00 per day reimbursed to employee. Meals will not be allowed on School District Credit Card. All receipts must be itemized for reimbursement.

Receipts: All receipts must be itemized and turned in to your supervisor within 5 business days of the event for reimbursement.

III. Work Day Conditions

A. Dress Code

1. The purpose for the Fall Creek School District dress code is to ensure that a positive, professional image of our schools is projected to students, parents, community members and district visitors. Employees should come to work each day in attire that reflects a personal understanding of their responsibilities as role models to students and district representatives.

2. Business casual dress is the standard expectation for Teachers, Secretaries and Aides. Bus drivers, custodians, and food service workers are expected to wear clothing that is clean, in good condition, and appropriate for the work tasks to which the employee is assigned.

3. Clothing that reveals too much cleavage, the back, the chest, feet, abdomen, or underwear will not be deemed acceptable, and any clothing that has words, terms, or pictures that may be offensive to others is also unacceptable.

   Some examples of <u>appropriate</u> are: pants such as Dockers, dress pants, and dress capris; casual dresses and skirts long enough to sit in comfortably; casual shirts, dress shirts, sweaters, golf-type shirts, turtlenecks, and suit or sport jackets; conservative athletic or walking shoes, loafers, clogs, boots, flats, and dress heels.

Some examples of inappropriate are: sweatpants, jeans, exercise pants, leggings, and any spandex or other form-fitting pants such as people wear for biking; tight skirts that ride up beyond mid-thigh when sitting, mini-skirts, dresses or tops with spaghetti straps; tank tops, midriff tops, and tops with bare shoulders; flip-flops and slippers; hats or head covers other than those required for religious purposes or to honor cultural tradition.

- There are activities and special occasions in which business casual dress may not be necessary. Some examples include:
  - Physical education teachers may wear clothing appropriate for exercising and physical activities
  - Jeans for Charity Fridays or similar pre-arranged dress down days,
  - Field trip involving outdoor activities

4. If clothing fails to meet expectations, as determined by the employee's supervisor, the building principal and/or the Superintendent, the employee will be subject to corrective and/or disciplinary action.

IV. Personnel Policies

Policy Reference: 510 Personnel Policies Goals, 535 Professional Staff Assignment and Transfers

A. Job Transfers, Vacancies, and Posting

Notices of vacancies will normally be posted electronically both internally and externally at the same time. The District retains the right to determine whether a vacancy or new position shall be filled and whether and when to recruit outside applicants.

1. Such notices shall contain the date of position, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned, and the date by which the application is to be returned.

2. Employees who desire a change in assignments or who desire to transfer to another building may file a written statement of such desires with the superintendent no later than March 1. This statement must be filed each year to remain active.

3. All employees who interview for a position will be notified of selection outcome.

B. Long Term Substitutes

Policy Reference: 534 Substitute Professional Staff Employment, 545 Substitute Support Staff Employment

For the purpose of future hires of substitute employees, any person hired to fill a position vacated during the term of a contract shall be deemed to be a substitute

employee and paid on a day-to-day basis pursuant to District policy unless issued a contract by the District.

C. Evaluation

Policy Reference: 538 Professional Staff Eval., 538 Rule & Exhibits A-E

Performance reviews will be provided to the employee. If an employee believes that a performance review is needed and/or past due, the employee should discuss the matter with their immediate supervisor.

D. Personnel Records

Policy Reference: 526 Personnel Records

Employees, and other authorized viewers of records, shall have the authority to review and copy, but not remove or alter, personnel records. If an employee disagrees with any information in his/her personnel file, the employee may submit a written statement explaining his/her position which shall be included in the file.

V. Extra-Curricular

A. Extra-Curricular Duties

The District retains the right to hire the best candidate for any position regardless of employment in the district.

1. Involuntary Assignment: The Board of Education may assign each employee in the District to two (2) extra-curricular duties. (This does not include game supervision, chaperoning, ticket sales and crowd control, etc., which can be assigned without limitation.) After a minimum of three (3) years, an employee who wishes to resign from an involuntary extra-curricular or athletic duty must notify the Superintendent prior to the third (3rd) regularly scheduled Board of Education meeting following the WIAA State Tournament contest in that sport or the end of the activity, whichever is later.

    a. A teacher may not resign from an extracurricular assignment if it is directly related to his/her teaching position (Examples: FFA-Vocational Agriculture, FHA-Family and Consumer Education, Marching Band-Instrumental Music, Swing Choir-Vocal Music).

    b. A Teacher will normally only be assigned to a program activity involving students from his/her assigned building.

    c. If an employee is already a head coach in a specific area, any involuntary assignment in another area could be for assistant coach only.

2. Pay will be a flat rate. See section VIII, B. Extracurricular Assignment Stipends**.**

3. Experience is $35 per year times the total number of years the individual has coached/advised the sport or activity in the District. Individuals who begin their

first coaching/advising after July 1, 1992 will be eligible for a maximum of twenty (20) years experience-pay under this paragraph.

4. Any person coaching two (2) teams during the same season shall either have an assistant or be paid an additional .5 times the normal coaching salary for every 25 students participating. There must be a minimum of 25 students participating. It is still expected that the District will continue the practice of traditionally having a separate Varsity, Junior Varsity, and/or C team.

5. Additional Coaches:

   If after the first week of High School Football Practice, there are 60 or more players an additional paid assistant coach will be granted.

   If after the first week of High School Track Practice there are 37 or more Athletes an additional paid assistant coach will be granted.

6. All Activities shall be assigned by the Board of Education.

7. Extracurricular openings will be posted electronically internally and externally.

8. Head and Assistant Coaches at the Varsity level will be provided the day(s) off, with pay, tickets to attend the state tournament for the sport/activity coached and up to a total of $100.00 in expenses for transportation, lodging and meals. Itemized receipts are required for reimbursement and must be turned in within 5 days of the end of the tournament. Section II, G. Travel applies here.

9. A High School Level coach shall be granted up to two (2) days of professional leave to attend a clinic related to the activity that the coach directs. The Board will reimburse the coach for expenses up to a maximum of $100.00 per day.

10. Athletic coaches and extra-curricular advisors shall receive one year contracts. These contracts are not automatically renewed.

11. Coaching/Advisor Evaluations will be conducted after the conclusion of the season. Recommendations for the following season will be discussed at this time.

12. Amounts indicated for all chaperone duties, substitute teaching by regular staff, voluntary noon duty, athletic scouting, mileage payments, school-paid physical examinations and refereeing shall be paid on the 15th of the month provided all necessary paperwork with required signatures have been turned into the supervisor by the 30th of the previous month.

13. Any extra-curricular salaries may be added to the regular contract amount for payroll purposes, but must appear on individual contracts separate from the teaching contract.

VI. Internet Use

Policy Reference: 361.2 Administrative Review of Computer Files and Internet Access, 539 Faculty Computer/Internet Acceptable Use Policy

Use of District Technology Resources

Overview

The Fall Creek School District (the "District") supports staff use of technology resources for the sole purpose of achieving District educational goals, standards, and curricular objectives. Technology resources are defined as hardware, software, data, and networks. This includes local databases, externally accessed databases such as the Internet, storage media, communication technologies (including email and video) and new technologies as they come available.

Access to these district owned educational resources provides unique professional teaching opportunities for staff. Staff access is a privilege, not a right. Staff is responsible for demonstrating appropriate behavior while using technology resources just as they are in a classroom or school building.

Network storage areas and individual storage medium are treated like District operational property. General professional rules for behavior and communication apply. In addition, each staff member is required to sign the Technology Acceptable Use Code of Conduct before utilizing computers and peripherals, central storage, and before accessing the Internet for information or for communication (electronic mail).

Violations of established policies and procedures may result in the loss of access to technology resources. Additional disciplinary action may be taken according to existing practices and policies. When applicable, law enforcement agencies may be involved. Individual users are ultimately responsible for their activity on the technology resources and may not allow anyone to use their account, provide access to their files, or share passwords with any other user.

The District may review files, network account activity, and communications to maintain system integrity and ensure that users are demonstrating acceptable use of systems, which includes shutting down systems when they are not being used to allow for appropriate backups and control of access. The District will not be held liable for any information that may become lost, damaged, or unavailable due to technical or other difficulties. The District is not liable for losses, claim, or demands against the District or any user by any other party based on the user's unethical or illegal use of technology resources.

Unacceptable use may include use for personal business, commercial or financial gain, unethical or disruptive activities, sending junk mail or chain letters, and becoming a member of non-work related list serves.

Neither e-mail nor the Internet should be used to send unsolicited jokes or other comments that may be discriminatory, harassing or offensive to others, or material that defames an individual, or discloses personal information without authorization. Wis. Stat. 947.0125

Consistent with the employer's policy on harassment and discrimination, employees are not to access pornographic sites or display images of a sexual nature on their monitors. Employees are expected to use technology resources in accordance with the law.

All employees are expected to following Board Policy 539 Faculty Computer/Internet Acceptable Use Policy.

VII. Insurance and Benefits

A. Health Insurance

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and plan design, including deductibles, co-pays and coinsurance, will be selected and determined by the Board**.**

1. Eligibility: All employees working 37.5 or more hours per week will be eligible for health insurance as noted in this Section #2.

2. The District shall pay up to 87.4% for a single or family plan. The employee shall pay 12.6% of their health insurance premium per month. The contribution rate will be established by the Board, in accordance with applicable law, and is subject to change.

3. Insurance coverage for covered employees will run on a twelve (12) month basis with coverage starting the first day of employment. The first day of employment will be the first day the employee is responsible for reporting for work.

4. Employees working 30 hours or more per week but less than 37.5 hours per week will be entitled to prorated benefits equal to the percentage of a full time position.

B. Dental Insurance

1. Eligibility: All employees working 30 hours per week or more will be eligible for Dental insurance as noted in this Section #2.

2. The school shall pay an annual rate of 75% toward the single and family rate of a Dental Insurance Plan for each eligible employee. The contribution rate will be established by the Board and is subject to change.

C. Wisconsin State Retirement System Contribution

Employer Payment of Employee's Contribution to Retirement Fund: Employers and employees are required to pay a percentage of each payment of earnings equal to "one half of the total actuarially required contribution rate."

D. Workers' Compensation Insurance

1. Workers' Compensation provides for payment of reasonable medical expenses and compensation for lost wages for work-related injuries or disabilities. The District shall provide such insurance coverage and benefits in accordance with the law.

E. Long-Term Disability Insurance

1. Eligibility: Teachers and Administrators who work 20 hours or more per week. Support staff who work 5 hours or more per week.
2. The school shall pay for Long-Term Disability insurance for each eligible employee.

F. Insurance Continuation

Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and subsequent amendments to the Act, employees covered under an employer's group health care plan are eligible for continuation of health care coverage under the group plan upon the employee's termination (except for gross misconduct) or reduction in hours. COBRA regulations also allow the employee's spouse and covered dependents to elect continuation coverage upon the employee's death, divorce or legal separation, an employee's entitlement to Medicare, a dependent's loss of dependent status under family coverage, or the employer's filing of a bankruptcy proceeding.

G. Notice of Insurance Continuation

All employees, as well as their dependents, will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event occurs which entitles the employee and/or qualified dependents to continuation coverage, the plan administrator will notify the qualified beneficiaries of their right to elect continuation coverage. Unless otherwise agreed, continued participation is solely at the participant's expense.

For additional details regarding insurances and benefits, including coverage and premium contributions, please contact the Business Office.

H. Flex Account

A Flex Plan Savings Account program is available to employees for dependent care expenses.

I. Free Admittance to Home Events

Free admittance shall be granted to all home school events for all employees and their adult guest. This will extend to all employees upon retirement and be retroactive to all past retired employees as well. This does not include WIAA tournament games, Booster Club fund-raisers, and Drama productions.

VIII. Payroll and Other Compensation

A. Payroll

1. There shall be two (2) pay periods per month (24 per year). These pay periods shall fall on the 15th and 30th of the month. If the day falls on a Saturday, Sunday or a School District designated Holiday, the business day preceding the 15th or 30th will be used as the pay date. The 24 salary payments shall commence on the first 15th or 30th following the start of each fiscal school year and continue for twenty-four consecutive payments**.** Teachers shall receive the remaining contract payments with the last payroll in June. Teachers shall receive their first payment on the last payroll in August. School Year Employees shall receive their first payment on the first payroll in September. 12-Month employees will receive their first payment on the first payroll in July.

    - Time sheets must be submitted by affected employees by the 15th of the month for payment on the 30th, and submitted by the 30th of the month for payment on the 15th.

2. Employees shall be paid via direct deposit.

B. Bus License Stipend

District Pays
Over the road training at the Extra Curricular Rate
Cost of the test

The Bus Endorsement Stipend will be issued after obtaining the Bus Endorsement and driving a route/trip. This is a one-time of stipend of $1,000.

Who drives when?

The District will maintain a list of employees that have obtained a bus endorsement with the expiration date.

Bus Drivers get first option to drive extracurricular routes and fieldtrips, if we have someone to cover their current route, or if the drive time is before or after their assigned route.

If the district is short bus drivers for field trips/ extracurricular trip, the District will ask those that are on the bus endorsement list. Those on the list are able to decline

the trip. If everyone on the list declines, the district then has the option to assign the route/trip to someone on the list to drive.

Pay Rate

The pay rate for driving a route is the same as the sub bus driver rate. The pay rate for driving a trip is the extracurricular route rate.

C. Extra-Curricular Assignment Stipends

Extracurricular Assignment Stipends Revised-2017-2018

Extra-Curricular Activity	Pay Rate
HS Assistant Baseball Coach	$1,800.00
HS Head Baseball Coach	$3,100.00
8th Grade Boys Basketball Coach	$1,550.00
7th Grade Girls Basketball Coach	$1,550.00
7th Grade Boys Basketball Coach	$1,550.00
8th Grade Girls Basketball Coach	$1,550.00
9th Grade Boys Basketball Coach	$2,000.00
9th Grade Girls Basketball Coach	$2,000.00
HS Assistant Boys Basketball Coach	$2,350.00
HS Assistant Girls Basketball Coach	$2,350.00
HS Head Girls Basketball Coach	$3,350.00
HS Head Boys Basketball Coach	$3,350.00
MS Head Cross Country Coach	$1,550.00
MS Assistant Cross Country Coach	$1,000.00
HS Assistant Cross Country Coach	$1,700.00
HS Head Cross Country Coach	$2,700.00
Dance Coach	$1,750.00
Fall Musical Advisor	$2,650.00
FFA Advisor	$1,700.00
7th Grade Football Coach	$1,550.00
8th Grade Football Coach	$1,550.00
HS Football Assistant Coach	$2,350.00
HS Football Assistant Coach	$2,350.00
HS Football Assistant Coach	$2,350.00
HS Head Football Coach	$3,350.00
HS/HC Golf Coach	$2,700.00
HS/AC Golf Coach	$1,700.00
FBLA Advisor	$1,700.00
HS Head Forensics Coach	$2,400.00
HS Assistant Forensics Coach	$1,050.00
MS Head Forensics Coach	$1,050.00
MS Assistant Forensics Coach	$750.00
Jazz Band Advisor	$1,350.00
Music Contest Advisor	$1,350.00
Music Contest Advisor	$1,350.00
Musical Director	$1,350.00
Musical Director Assistant	$400.00
Nat'l Honor Society Advisor	$1,350.00
Pep Band Advisor	$2,000.00
Pep Club Advisor	$1,050.00
Show Choir Advisor	$1,350.00
HS Assistant Softball Coach	$1,800.00
HS Head Softball Coach	$3,100.00

Extra-Curricular Activity	Pay Rate
HS Student Council Advisor	$1,350.00
MS Student Council Advisor	$700.00
Summer Band Advisor	$3,300.00
HS Assistant Track Coach	$1,700.00
MS Track Coach	$1,550.00
MS Assistant Track Coach	$1,000.00
HS Head Track Coach	$2,700.00
7th Grade Volleyball Coach	$1,550.00
8th Grade Volleyball Coach	$1,550.00
9th Grade Volleyball Coach	$1,700.00
HS Assistant Volleyball Coach	$2,250.00
HS Head Volleyball Coach	$3,100.00
Weightroom Supervisor (Sept-Dec)	$1,025.00
Weightroom Supervisor (Jan-Jun)	$1,025.00
Year Book Supervisor	$2,650.00
SADD Advisor	$1,350.00
Homework Supervisor	$2,050.00
Concession Stands Coordinator	$2,000.00
Newspaper Editor	$1.650.00

Duties up to 4 hours	Pay Rate
Bus Chaperone	$40.00
Ticket Sales	$40.00
Crowd Control	$40.00
School Dances	$40.00
MS & HS Football Chain Gang	$25.00/game
MS & HS Statistician & Time Keeper	$25.00/game
Middle School Events	$40.00
Over 4 hours (in 1/4 hour increments)	$10.00/hr
Mutually agreed upon Supervision of Evening Programs	$44.00
Athletic Scouting plus mileage	$10.00

IX. GRIEVANCE PROCEDURE

Established September 26, 2011

Procedure: To provide a timely and orderly review of decisions concerning: a) employee terminations; b) employee discipline; and c) workplace safety.

I. Purpose and Applicability: This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the Board of Education, where appropriate. The District expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee's employment with the District. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment.

II. Definitions

A. Definition of "Employee":

1. For purposes of discipline and termination under this grievance procedure, an employee shall be defined to include regular full-time, part-time, and limited term employees. All other individuals employed by the District, such as casual employees, temporary employees, and short-term substitutes as well as independent contractors, are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

2. For purposes of workplace safety under this grievance procedure, an employee shall be defined to include regular full-time, part-time, limited term, casual, and temporary employees. All other individuals employed by the District are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

B. Definition of "Discipline": For purposes of this procedure, "discipline" means an employment action that results in a disciplinary suspension or disciplinary demotion. "Discipline" for purposes of access to this grievance procedure does not include any written or verbal notices, warnings, reprimands, or reminders; verbal disciplines will be documented, but is not subject to the grievance procedure. The purpose of written and verbal notices, warnings, reprimands, or reminders is to alert the employee that failure to correct the behavior may result in disciplinary suspension, without pay, disciplinary termination, or disciplinary demotion.

C. Definition of "Termination": For purposes of this procedure, "termination" means a separation from employment by the employer for disciplinary or quality of performance reasons. "Termination" does not include layoff, reduction in workday, furlough, non-renewal,

reduction in workforce, job transfer or reassignment, or the end or completion of temporary employment, which are not subject to the grievance procedure.

D. Definition of "Workplace Safety": For purposes of this procedure, "workplace safety" includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. "Workplace Safety" does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

III. General Provisions

A. Role and Appointment of "Impartial Hearing Officer": For purposes of this procedure, the role of the "Impartial Hearing Officer" will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties' respective arguments. The Impartial Hearing Officer shall be appointed by the Superintendent based upon the nature of the matter in dispute.

B. Time Limits: Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the basis of the District's last answer. Failure of a District representative to meet the time limits specified below shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties.

C. Days: The term "days" as used in this provision means calendar days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or holiday as defined in the Handbook, the time limit is the next day which is not a Saturday, Sunday, or holiday.

D. Scheduling: Grievance meetings and hearings will typically be held during the employee's off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.

E. Representation: The employee shall have the right to representation during the grievance procedure at the employee's expense.

IV. Procedure for Grievances Concerning Employee Terminations and Employee Discipline:

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

Step 1: An earnest effort shall be made to settle the matter informally between the aggrieved employee and the employee's immediate supervisor. If the grievance is not resolved informally, then it shall be reduced to writing by the employee who shall submit it to the employee's immediate supervisor within fourteen (14)

days after the facts upon which the grievance is based first became known, or should have become known, to the employee.

The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

The supervisor will reply in writing to the employee within fourteen (14) days after receipt of the written grievance.

Step 2: If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the Superintendent within seven (7) days after receipt of the supervisor's written answer to request a meeting with the Superintendent.

The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

If timely requested, the meeting will normally be scheduled within fourteen (14) days of receipt of the request for meeting.

The Superintendent will reply in writing to the employee within fourteen (14) days after the meeting.

Step 3: If the grievance is not settled in Step 2, and the employee wishes to appeal the decision of the Superintendent, the employee shall submit the written grievance to the Superintendent or designee within seven (7) days after receipt of the Superintendent's written answer to request a hearing before an Impartial Hearing Officer. The Impartial Hearing Officer will be appointed by the Superintendent or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating the reasons for one of four decisions: 1) Sustaining the discipline/termination, 2) Modifying the discipline/termination, 3) Denying the discipline/termination, or 4) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Costs: The employee shall pay a $50 filing fee when requesting the service of an Impartial Hearing Officer who is selected by, and paid for by, the employer. Each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney's fees, in investigating, preparing, presenting, or defending a grievance.

Step 4: The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

Level of Review: The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to solely address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

V. Procedure for Grievances Concerning Employee Workplace Safety:

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

Step 1: Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her immediate supervisor of the issue or incident as soon as reasonably practicable. All workplace safety issues and incidents, no matter how insignificant the situation may appear to be, must be reported by an employee to their immediate supervisor within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.

A written report of the incident or issue, outlining the events that transpired and proposed resolution, if any, shall be submitted to the immediate supervisor for review and consideration within seven (7) days of the incident or issue.

After receipt of the written report, the immediate supervisor or designee will conduct additional investigation, as required, and normally issue a final report on its findings and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the persons who signed the written report as well as to the Superintendent or designee.

Step 2: The employee may appeal the findings and conclusions of the immediate supervisor or designee and request a meeting with the Superintendent. The employee shall submit in written within seven (7) days after receipt of the supervisor's written report to request a meeting with the Superintendent.

The written request shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

If timely requested, the meeting will normally be scheduled within fourteen (14) days of receipt of the request for meeting.

The Superintendent will reply in writing to the employee within fourteen (14) days after the meeting.

Step 3: The employee may appeal the findings and conclusions of the Superintendent and request the appointment of an Impartial Hearing Officer within seven (7) days after receipt of the Superintendent's report. The Impartial Hearing Officer will be appointed by the Superintendent or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating one of three outcomes: 1) Sustaining the conclusions of the Immediate Supervisor or Superintendent, 2) Denying the conclusions of the Immediate Supervisor or Superintendent and ordering additional or alternative remedial measures, or 3) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Costs: The employee shall pay a $50 filing fee when requesting the service of an Impartial Hearing Officer who is selected by, and paid for by, the employer. Each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorneys' fees, in investigating, preparing, presenting, or defending a grievance.

Step 4: The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

Level of Review: The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

Certified Staff Section

X. Working Conditions

A. Work Hours

Policy Reference: 322 School Days, 322 Rule

Teaching Day

A normal teaching day shall be from 7:45 a.m. to 3:45 p.m. unless mutually agreed upon by staff member and administration but such adjusted times must maintain 7.5 hours in the teaching day for full-time staff. Any individual agreement made under this paragraph shall not be precedential. Teachers are required to be in the school building during these hours unless excused by the superintendent or principal. On Fridays and on the day preceding a school holiday or vacation, teachers have the option of ending their teaching day at 3:15pm. The normal work hours for part-time teachers shall be designated by the Aministration.

B. Work Schedules

Policy Reference: 343 Instructional Arrangements, 321 School Calendar

Teaching is a professional, salaried position and it is expected that time will be spent beyond the regular teaching day to complete required tasks, meet with students/parents/community members/colleagues, attend District events such as graduation, and/or as requested or directed by administration.

Teaching Load

1. Daily work schedules for teachers will include student instruction, student supervision, and classroom preparation time. Student supervision includes tutoring, coordinating, facilitating, and similar activities assigned by the Superintendent and/or Board.

Preparation Time is important to provide quality lessons for students. Administration will determine the amount of preparation time. Preparation time is time during which teachers are not assigned teaching or supervision duties.

2. All librarians, music and counseling personnel who do not have classroom teaching duties, including library science, may take a paid fifteen (15) minutes break in both the A.M. and the P.M. with the approval of their supervisor. Such breaks may not be used to lengthen or shorten the workday.

Class Size

1. An attempt will be made to keep class sizes at a level to assure optimum teaching effectiveness as recommended by the State Department of Public Instruction.

School Year/Calendar

1. The calendar shall be created by the Board. A committee may be designated by the Board to complete the calendar.

Noon Hour

1. All teachers shall be provided with a daily minimum of thirty continuous minutes of a duty free lunch period.

2. Volunteers for duty during the teacher's 30 minute duty free lunch period shall be paid at the rate of $8.00.

Planning Procedure

1. Every teacher shall, by the end of the third week of school, submit to his or her building principal, a comprehensive course outline of each and every subject he or she teaches. Each such outline shall contain educational objectives based upon teaching units. Teachers who have presented the same course outlines in the previous year need to reevaluate those outlines.

Job Sharing

1. Job sharing is defined as a voluntary program, instituted by the District, to provide the opportunity for two employees to share one full-time equivalent position. Typically, all wages, fringe benefits, leaves, and all other rights and benefits provided by this handbook shall be prorated on the basis of the percentage of the full-time equivalent that the individual job sharers work. Any such job sharing agreement needs to be reduced to writing and the arrangements require the approval of the District before being implemented.

Program Guidelines:

1. The establishment of a job sharing team would be discretionary upon the building principal and the superintendent with final approval from the Board.
2. The number of job sharing teams in one building would be discretionary

upon the building principal.

3. Recruitment for job sharing is the responsibility of the employee(s) if both participants are already employees of the District.
4. If the job sharing experience requires the recruitment of a new employee, then the District will use its established hiring procedure. The employee that is requesting the job sharing will be a member of the selection committee. Since these two employees must be compatible, the final approval of the job sharing team will be given to the Superintendent.
5. The work load can be divided in any manner with approval of the building principal.
6. The team participants would commit to participate on committee work and attend inservices as their workday coincides. For 2 day or full day inservices, both participants would attend unless the job share is by semester.
7. Both team participants would attend all parent/teacher conferences at no increase in pay.
8. If one team member is absent, the other team member would fill in at regular pay. The sick leave accumulation benefit would not be affected unless there is a request of the District for a substitute in which case the absence will be treated like that of any other full-time teacher.
9. If one team member would be absent for a duration of time that would exceed thirteen weeks, then the following options would be available to the District: (a) Offer the position full-time to the other team member or (b) Hire a long-term substitute to replace the absent team member.
10. In the event a job sharer requests to return to the job status he/she held before going into the job sharing experience and a vacancy now exists, the District may grant such a request. The request must be made in writing to the District by February 15th.

C. Leave

Policy Reference: 532.4 Professional Staff Leaves and Absences

Whenever you are ill or a family emergency arises, please call the designated number as early as possible so that a qualified substitute may be found. If at all possible, call the night before or no later than 6:15 AM the day you need a substitute. Call each day you are going to be absent. Complete a teacher/staff Request for Leave Form in advance for a planned absence and after an unplanned absence. The leave benefits for full-time teachers are as follows (part-time teacher benefits will be determined by the Board):

1. Teachers shall be granted 12 days of leave per year of which, only 2 days may be used for personal leave, the remaining can be used for personal illness, family illness, emergency leave, or funeral leave.
2. Leave will accumulate to a total of 110 days, of which the total of unused personal leave may accumulate to a maximum of 3 days.

   Personal Day Restrictions: No personal leave will be granted two weeks prior to the end of the school year. Up to three (3) total staff may take personal leave the same day on a contracted calendar day provided approval has been granted by the building

principal or supervisor. Personal leave will not be granted on a parent-teacher conference day or on a professional development day unless prior written approval has been obtained from the Superintendent. Personal leave may not be granted if a substitute is not available.

3. Any teacher whose leave days have reached the maximum 110 days at the end of the school year will be paid for those days over 110 at the rate of $30.00 per day on the last payroll in June.
4. All leave benefits granted by the Board shall cease upon termination of employment.
5. Loss of Pay: Teachers who are absent from teaching for reasons other than those which would qualify them for sick leave or emergency leave shall normally have 1/187 of their annual salary (base salary only and not to include any added assignments) deducted for each day of such absence. The same ratio shall be used to determine the rate of deduction for any additional teaching days lost after all accumulated sick leave has been exhausted.
6. Military Leave shall be granted in accordance with state and federal law.
7. Court Leave: If a difference exists between regular pay and court pay for any mandatory court appearance or jury duty, the difference will be paid for by the District and not deducted from sick leave. This does not include those absences resulting from a personal violation of law.
8. Professional Leave
    a. In addition to the leave provisions itemized in this section above, a teacher may be granted up to two (2) days of professional leave per year to attend other school sessions, conferences, workshops, institutes and other meetings relating to the teacher's discipline including, but not limited to, extra-curricular and coaching responsibilities. A request for professional leave may include evening, weekend or other non-school day functions provided they are requested in half-day increments. Additional days may be granted at the discretion of the Administration. This section does not apply to state tournaments.
    b. Professional leave days may be granted upon advance written request to the administration so that proper arrangements for a substitute can be made.
    c. The Board shall reimburse the teacher for preapproved expenses (See section II, G. Travel incurred for transportation, meals, lodging, registration, fees, etc.) and preapproved college courses for a total amount up to three hundred ($300) dollars per contract year. Detailed receipts will be required for reimbursement for expenses. Receipts will be submitted and paid out once during the contract year. All receipts must be submitted by June 15th.
9. Family and Medical Leave (FMLA) shall be granted in accordance with state and federal law. Leave eligibility, benefits and responsibilities are outlined in in Appendix B to this Handbook.
10. Emergency School Closing: The Teacher may select one of the following options if the District does not reschedule the day/time:
    a. The employee may come in to work or work additional time to make up the day. The District reserves the right to designate when the time will be made up.
    OR

b. The Employee may elect to not be compensated for the day/time school was closed.
   OR
c. The employee may elect to use leave time if available.

The employee should notify the District, on the Emergency School Closing Leave Form, within one week after the day school is closed, begins late or is dismissed early, for an emergency as to which option the employee wishes to select.

XI. Personnel Policies

A. Breach of Individual Teacher Contract

Policy Reference: 536.4 Resignations of Professional Staff Members

Any teacher who shall break his/her contract shall be subject to the following penalties as and for liquidated damages to be incurred by such default:

After July 1:	$600
After August 1:	$800
After September 1:	$1,000

The Board at its discretion may waive the liquidated damages or refuse to accept a resignation. The Board is not precluded from seeking and recovering the actual amount of damages resulting from a breach of individual contract.

XII. Job Placement and Professional Development

A. Assignment of Duties

Policy Reference: 535 Professional Staff Assignments and Transfers

Teacher Assignment

1. The Administration retains the right to assign employees, in whole or in part, to assignments they are certified in regardless of their current and/or previous assignment.
2. Teachers shall be assigned to teach only those subjects in which they are, or can be, certified.
3. Teachers may request assignment to subject matter areas within the scope of their teaching certificate. Such requests may be honored if a vacancy exists.
4. Teachers will be assigned teaching duties with consideration being given to their major fields of preparation.
5. If any school teacher is absent the principal may perform his/her teaching duties; a substitute teacher may be hired to replace absent teachers. If a teacher is requested to substitute, he/she shall be paid $8.00 per class if thirty (30) minutes or less, and $16.00 for any class over thirty (30) minutes.

Extra Pay for Extra Work

Teachers may be assigned to and expected to participate in advising and supervising all activities during normal school days, as defined above, without extra compensation except those activities enumerated on the Extracurricular Assignment Stipends Chart, a copy of which is found in section XII, B. Extracurricular Assignment Stipends**.**

B. Extended Employment

1. Teachers under contract with the School District of Fall Creek may be given the first opportunity to apply for summer school. The assignment of such work, however, remains at the sole discretion of the Board.

2. The Superintendent may assign each teacher up to 24 hours of curriculum writing, training, instructional program development, or professional development work in addition to the 187-day work schedule each year. Teachers assigned these additional work requirements will be paid at the hourly rate of $25.31.

C. Professional Development

Policy Reference: 537 Professional Staff Dev. Opp., 537.1 Professional Staff Inservice Activities, 537.1 Rule

In-service Activities

The Fall Creek Staff Development Council annually determines imperative district in-service needs and develops a plan that outlines in-service objectives and the proposed programs to be implemented to meet district needs. It is expected that all professional staff members will participate in planned in-service activities unless special arrangements are made with the building principal.

D. Layoff and Non-Renewal

Policy Reference: 536 Reduction in Professional Staff Work Force, 536.1 Non-Renewal or Professional Staff Contracts

1. The Board retains the right to lay off employees, in whole or in part, and to retain those employees who are most qualified to perform the available work, regardless of their previous length of employment.
2. When a teaching position is being considered for reduction or elimination, the Administration will evaluate and recommend to the Board of Education which teacher(s) is (are) to be laid off. Timelines defined in Wisconsin Statute 118.22 will be followed.
3. Non-renewals shall be pursuant to Wisconsin Statute 118.22. Due process will be provided in cases of dismissal.
4. Any teacher who has been absent from work for three (3) consecutive semesters due to disability or illness may be terminated from employment by the Board.

XIII. Wages and Other Compensation

A. Salary

Policy Reference: 532.2 Professional Staff Compensation, 671.1 Payday Schedule

Employers are prohibited from engaging in collective bargaining with general municipal employees on any form of compensation except for total base wages and the distribution thereof. Premium pay, merit pay, automatic pay progressions and any other form of supplemental compensation may be considered, but not bargained, by the employer.

General Guidelines

1. All contracted teachers shall be placed on the salary schedule as deemed appropriate by administration.
2. Teachers teaching summer school not assigned by the Board will be compensated at the rate of $16.00 per hour for non-core classes and $20.00 for core/remedial classes. A teacher will get one (1) preparation period for every five (5) hours taught.
3. Curriculum work done outside of the regular school calendar or outside of the normal school day (before 7:45 A.M. or after 3:45 P.M.) will be compensated at $ 25.31 per hour.
4. The number of financial services companies that offer tax sheltered annuity (TSA) accounts shall be limited to twelve (12). Two (2) new companies may be established in any one (1) year. The new companies that are established will be determined based on the companies on the required plan document each year.
5. The responsibilities of the Fall Creek School District Mentors are outlined in the Fall Creek School District Mentor/Mentee Program Handbook.
    a. Mentors will be assigned by the administration and the Mentor assignment must be agreed upon by that Mentor.
    b. Teacher Mentors will be fully reimbursed one hundred percent for any Mentor training that is required by the district or law.
    c. Mentors will not be involved in the evaluation of a Mentee.
    d. Mentors shall not be required to testify or provide information on behalf of the District against the Mentee in regard to job performance.
    e. Mentoring duties are separate from teaching responsibilities and cannot be reflected on the Mentor's teaching evaluation.
    f. Fulfillment of the Mentee's Professional Development Plan is not a responsibility of the mentor.
    g. Teacher Mentors will be compensated according to the following chart:

        First year Teacher Mentor
        a. One (1) Mentoring Personal (MP) Day
        b. $400.00

        Second Year Teacher Mentor
        1. One (1) Mentoring Personal (MP) Day
        2. $200.00

Experienced Teacher Mentor (Only one year)

1. One (1) Mentoring Personal (MP) day
2. $200.00

h. Monetary compensation for Teacher Mentors will be paid in two increments. The first increment will be paid by January 15th and reflect half of the amount due for the year and the second increment will be paid by May 30th for the remaining amount. The Mentoring Personal Day may be used after October 1st of the year it was earned.

i. Mentoring personal leave days can be carried over from year to year up to a maximum of 5 carryover days**,** and can be used in combination with contractual personal leave days. Mentoring personal leave days will be indicated in payroll as MP-Personal Leave Days for identification purposes.

j. Mentor personal leave days can be used in combination with regular personal leave days up to a maximum of 5 combined days at one time.

B. Merit Pay Program (Optional)

1. Teachers shall complete a preapproval form by the last day in September stating they will participate in the Merit Pay Program.
2. This form must be submitted and approved by the Superintendent prior to the last day in September to be considered for this program.
3. Merit pay will only be distributed if all requirements are completed and approved.

XIV. Insurance and Benefits

Policy Reference: 532.3 Professional Staff Fringe Benefits

A. In Lieu of Health Insurance

For any Full-time employee eligible to participate in District provided health insurance that opts not to participate in the health insurance, the District shall provide taxable compensation to the employee through the District's qualified Section 125 Cafeteria Plan.

1. For each full-time employee, who opts not to take the District offered health insurance, whose spouse is employed and insured by the District; the District will pay the employee $250.00 per month in taxable compensation pursuant to the terms of the District's Section 125 Cafeteria Plan.

2. For all other full time employees who opt not to take District offered health insurance, the District will pay the employee $600.00 per month in taxable compensation pursuant to the terms of the District's Section 125 Cafeteria Plan.

Contributions will be paid on a semi monthly basis, beginning the month following the election not to participate in the health insurance.

B. Retirement Provisions

Policy Reference: 536.3 Retirement of Professional Staff Members

Retirement

1. Any teacher who retires and has been employed a minimum of five (5) years in the school district shall be given a lump sum payment equal to $30.00 times the number of accumulated leave days the teacher has.

2. Retirement requests must be filed in writing with the Superintendent no later than February 15 of the last year of teaching.

C. Tax-Sheltered Annuity

Prefunded Retirement Plan

1. Eligibility- All teachers starting after August 30, 2007, shall be enrolled in the following benefits program.

    a. Upon completion of the employee's fifth (5^{th}) consecutive year of service to the district, the District must establish a tax-sheltered annuity in the employee's name.

    b. Beginning with the first pay period of the sixth (6^{th}) consecutive year of service to the district and occurring every month thereafter,

    (This language is for employees that did not participate in the TSA Program as of July 1, 2012): the District must deposit 4% of the employee's gross monthly salary at the end of the fifth year into the employee's TSA account, with a maximum yearly contribution of $2,500.

    OR

    (This language is for employees that were enrolled in the TSA Program prior to July 1, 2012): the district must deposit a yearly contribution into the employee's TSA account in the amount of $2,500.

    c. Employee shall be allowed to make additional contributions to the TSA to the maximum amount allowed by law.

    d. An employee's TSA account shall be fully vested upon the creation of the account.

D. Sunset Retirement

The following benefits shall be available to all teachers hired before July 1, 2007, that have not opted out to collect the pre-funded early retirement benefit outlined below in Section I of this article. The following language only applies to those teachers employed by the District on June 30, 2012, and were age 50 or older on June 30, 2012. Teachers must also meet the eligibility requirements defined below under #1 "Eligibility and Application".

1. Eligibility and Application

    a. The minimum age of participation is age 55. An employee must celebrate his/her birthday on or before September 1^{st} and must have at least 10 years of continuous employment in the Fall Creek School District.

    b. The request for participation in the early retirement plan must be filed in

writing with the Superintendent no later than February 15th of the last year of teaching.

c. This plan shall not apply to any teacher who is discharged or non-renewed.

d. The Board shall allow a teacher retiring under this plan to remain a member in the District's group health and dental insurance plan.

2. Benefits

a. The Board shall pay, for a maximum of eight (8) years or until eligible for Medicare, whichever occurs first, a dollar stipend equal to the family health insurance in effect at the time of retirement. The stipend will be paid on a monthly basis and shall begin in the September following the teacher's retirement date. It will be placed into a qualifying IRC Section 125 Cafeteria Plan.

b. The benefits shall be transferred to the retiree's spouse in the event of the death of the retiree.

c. Employees with 10 years of continuous service in the district will be eligible for retirement at age 55. In calculation of benefits the lesser of two amounts will be used. (REFERRED TO AS BASE FROM THIS POINT)

d. The family insurance premium in effect at the time of retirement of the last teaching contract year. If more than one insurance option is available the lowest family premium will apply.

e. The rate will not exceed $19,000.

- For employees retiring at age 55 yearly benefits will be calculated at base x 8/10
- For employees retiring at age 56 yearly benefits will be calculated at base x 8/9
- For employees retiring at age 57 yearly benefits will be the base.

Support Staff Section

XV. Working Conditions

A. Work Hours

1. Employees who work more than forty (40) hours per week during a given week shall receive one and one-half (1½) times their regular pay for work beyond forty (40) hours per week. "Hours worked" does not include paid leave time (vacation, sick, holiday, etc.) for purposes of determining overtime hours and pay.

2. All regular full-time employees shall receive an unpaid thirty (30) minute duty free lunch period.

3. All regular employees may take two (2) fifteen minute breaks per eight (8) hour shift, one (1) fifteen minute break per four (4) hour shift, with the approval of their supervisor. Such breaks may not be used to lengthen or shorten the workday; unused breaks are "lost" and may not be accumulated for use at a later time.

4. Payment for expenses for attending inservice classes for employees will be paid by the Board. Receipts for expenses are required for reimbursement. See section II. G. Travel for details.

5. Employees called back to work after their normal work shift will be paid a minimum of two (2) hours per trip unless the employee was called back due to an error or omission on the employee's part. An employee scheduled to open and close a school building on a day outside of the employee's normal work shift shall be paid for one trip only.

6. Employees attending specialized sessions outside contracted hours, such as Technology/Curriculum days, as directed by the supervisor will be paid their hourly rate.

7. Any employee called into work to fill in for an absent employee will be paid their normal rate.

8. Bus Routes: A.M. and P.M. runs are considered regular runs.

B. Leave

Policy Reference: 532.4 Professional Staff Leaves and Absences

Whenever you are ill or a family emergency arises, please call the designated number as early as possible so that a qualified substitute may be found. If at all possible, call the night before the day you need a substitute. Call each day you are going to be absent. Complete a teacher/staff Request for Leave Form in advance for a planned absence and upon returning for an unplanned absence.

1. Full-time employees shall be granted leave at the rate of one (1) day per month worked per year, pro-rated for part-time employees.

2. 1 day of leave may be used for personal leave per year, the remaining leave can be used for personal illness, family illness, emergency leave, or funeral leave.

3. Up to 3 days per year shall be granted to employees, upon written request to the Superintendent, to attend funerals. If granted these days will not be deducted from the employees leave days. If additional days are requested and granted, these additional days will be deducted from leave days.

4. Personal Leave are cumulative to two (2) days.

5. Leave usage shall be in minimum increments of one-half day.

6. Leave will accumulate to a total of 100 days.

7. Any employee whose leave days have reached the maximum 100 days at the end of the school year will be paid for those days over 100 at the rate of $30.00 per full day; $15.00 for partial days on the last payroll in June.

8. All leave benefits granted by the Board shall cease upon termination of employment.

9. Employees who are absent from work for reasons other than those which would qualify them for sick leave or emergency leave shall have those hours deducted for each day of such absence. The same deduction will be made for any additional work days lost after all accumulated sick leave has been exhausted.

10. Military Leave shall be granted in accordance with state and federal law.

11. Court Leave: If a difference exists between regular pay and court pay for any mandatory court appearance or jury duty, the difference will be paid for by the District and not deducted from sick leave. This does not include those absences resulting from a personal violation of law.

12. Family and Medical Leave (FMLA) shall be granted in accordance with state and federal law. Leave eligibility, benefits and responsibilities are outlined in Appendix B to this Handbook

13. Emergency School Closing: Any day(s) that school is closed due to inclement weather or other reasons as determined by the District shall not result in the loss of wages of any employee provided that the student school day is made up. For days which are not made up, the employee shall use a sick day or use a deduct day.

XVI. Personnel Policies

A. Resignation Policy

1. In the event the Employee resigns/retires without giving at least two (2) weeks' notice, the sum of Five Hundred Dollars ($500.00) is determined to be the reasonable liquidated damages which the parties, looking forward, reasonably anticipate will follow from such a breach and the Board may, at its option, demand and recover from Employee said amount as liquidated damages.

XVII. Job Placement

A. Job Placement

1. The Board reserves the right to retain those employees who are most qualified to perform the available work, regardless of their previous length of employment.

2. When a position is being considered for reduction or elimination, the Administration will evaluate and recommend to the Board of Education which employee(s) shall not be retained.

XVIII. Wages and Other Compensation

A. Salary

Employers are prohibited from engaging in collective bargaining with general municipal employees on any form of compensation except for total base wages and the distribution thereof. Premium pay, merit pay, automatic pay progressions and any other form of supplemental compensation may be considered, but not bargained, by the employer.

B. Night Shift

Any custodian scheduled to perform the majority of their shift at 2:30 p.m. or later will be compensated an additional thirty-three ($.33) per hour.

C. Bus Trips

1. Drivers who operate a regular bus route may elect to take, in lieu thereof, an extracurricular route. In such circumstance, the driver will be paid for the route elected and driven. In the event a regular driver elects to take an extracurricular trip in lieu of his or her regular route, a substitute driver will be obtained and employed to drive the regular route. For drivers who are driving an extra trip at the same time as a regular route, the driver will be paid at the highest hourly rate for the entire trip.
2. Extracurricular trips will be $12.38 per hour with a two-hour minimum.
3. All admissions will be paid for regular bus drivers into any event or activities driven for, including tournaments.
4. On trips over four (4) hours, drivers will be reimbursed $8.00 per meal.

5. Overnight Trips
   a. Drivers will receive the regular hourly rate unless other arrangements have been made prior to the trip. The hourly rate shall not be paid for sleeping time.
   b. Drivers will be reimbursed for their actual expenses, determined to be reasonable and necessary, for lodging incurred in the performance of their duties. Drivers will not be required to share a room with students. Detailed receipts are required for all lodging. See Section II. G. Travel

D. Buses Kept at Home

$110.00 per driver per year will be paid by April 15th for electricity used for buses kept at home during the winter months.

E. Holidays

1. All regular twelve-month employees shall be paid at their regular straight time rate when not working on the following holidays:

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

2. When holidays occur on a weekend, the Friday or Monday will be the paid holiday.
3. If employees are working on a paid holiday, they will be paid holiday pay plus their regular hourly rate.
4. Persons who volunteer to work extra hours during the summer or school vacations are not considered regular 12-month employees and shall not receive paid holidays.
5. In order to be paid for a holiday, the employee must work, be on paid leave or unpaid leave of less than 30 days duration, on the work day immediately preceding the holiday and on the work day immediately following the holiday.

F. Vacation

1. All regular full-time twelve month employees shall receive paid vacation as follows:

   a. One (1) week vacation, after the first anniversary of employment;
   b. Two (2) weeks vacation, after the second anniversary of employment;
   c. Three (3) weeks vacation, after the tenth anniversary of employment;
   d. Three (3) weeks and one (1) day after sixteen (16) years of service to the District;
   e. Three (3) weeks and two (2) days after seventeen (17) years of service to the District;
   f. Three (3) weeks and three (3) days after eighteen (18) years of service to the District;

g. Three (3) weeks and four (4) days after nineteen (19) years of service to the District;
h. Four (4) weeks after twenty (20) years of service to the District.

2. Persons who volunteer to work extra hours during the summer or vacations are not considered 12 month employees for purposes of vacation determination.

3. Vacation must be taken in no less than half day increments.

G. Medical Examination and Testing

1. The Board will pay the full cost of the medical examination required by the State for bus driver licensing provided the examination is conducted at St. Joseph's Hospital in Chippewa Falls or at a Marshfield Clinics (formerly known as Group Health) facility. An employee may opt to use the employee's private physician for the bus driver licensing physical. The District shall contribute a dollar amount equal to the lower applicable bus driver physical cost (either St. Joseph's or Marshfield Clinics (formerly known as Group Health). Additional examinations may be required by the Board at a specified medical facility with the full cost to be paid by the Board.

2. When the District determines a driver should be tested for alcohol and/or other drugs, the driver will be paid as follows: If the test is taken outside the District, the driver will receive an additional Trip Rate. If the test is taken within the District, the driver will receive an additional one half Trip Rate.

H. DOT Required Bus Driver Endorsement and Test Reimbursement

1. The Board will reimburse the bus driver DOT required test and endorsement costs for all regular bus drivers.

I. Outside Duty Assignment

Aides that have outside recess duties assigned to them will be allowed up to $100 reimbursement per school year for cold weather gear. Detailed receipts must be attached to the Disbursement Request Form submitted to the District Office.

XVIII. Retirement

A. Retirement Provisions

1. Any employee who retires and has been employed a minimum of ten (10) years with the Fall Creek School District shall receive a lump sum payment equal to $30.00 times the number of accumulated sick days in the employee's account. This premium is not accessible for employees retiring under a voluntary early retirement plan.

All regular full-time employees, who wish to retire, may choose between the provisions below or the provision found in 1. above but not both:

1. Eligibility and Application

   a. The minimum age of participation is age 62. An employee must have 20 years of continuous employment in the District.
   b. The request for participation in the early retirement plan must be filed in writing with the District Administrator no later than March 15 of the last year of work and effective after May 30 of that year.
   c. This plan shall not apply to any employee who is discharged.
   d. The Board shall allow an employee retiring under this plan to remain a member in the District's group health insurance plan as allowed by the provider.

2. Benefits
   a. The Board shall pay, for three (3) years or until eligible for Medicare, whichever comes first, a six hundred dollar ($600.00) stipend on a monthly basis into a Section 125 plan, established on behalf of the retiree. This stipend shall begin in the month following the employee's retirement date. This Section 125 plan will contain a cash out option. Payments received by retirees under the cash option shall be subject to state and federal withholding.

B. Unused Vacation Days

All regular full time employees, who meet the retirement provisions criteria in section XVIII. Retirement A. Retirement Provisions, and who have unused vacation days at the time of retirement will receive a lump sum payment equal to their daily rate times the number of unused vacation days.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE POLICIES AND HANDBOOK

I acknowledge that I have received and reviewed a copy of the School District of Fall Creek Professional Employee Handbook. I understand that it is my responsibility to read it thoroughly. If there are any policies or provisions provided to me that I do not understand, I will seek clarification from my immediate supervisor. I understand that this Handbook states the School District of Fall Creek's policies and procedures in effect on the date of publication. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

I further understand that nothing contained in the Handbook may be construed as creating a guarantee of future employment, future benefits or conditions of employment, or a binding contract with the School District of Fall Creek for employment or benefits or for any other purpose. I understand that nothing contained in the Handbook may be construed as changing my employment status. I understand that pursuant to Wis. Stat. §118.21, the School Board shall contract in writing with teachers and that nothing contained in this Handbook is to be construed by any employee as establishing or modifying such teacher contract.

I understand that I must sign and date a copy of this receipt and return it to the District Office and failure to do so may result in my immediate termination.

Employee Signature: _____

Print Employee Name: _____

Date: _____

Appendix A: Salary Schedule

Appendix B: FMLA Policy

POLICY: To grant family, medical and military leaves to qualified employees in accordance with the Wisconsin Family and Medical Leave Law and the federal Family and Medical Leave Act.

Eligible employees may qualify for unpaid leave under Wisconsin's Family and Medical Law (§103.10, Wis. Stats.) and/or the federal Family and Medical Leave Act. When applicable, the leaves shall run concurrently. Employee rights posters for both laws are in the workplace for reference by all employees.

Wisconsin FMLA:

Any employee who has worked for more than 52 weeks (for a minimum of 1,000 paid hours) is eligible for unpaid leave under Wisconsin's Family and Medical Leave Act (§103.10, Wis. Stats.). However, the employee may, but is not required to, substitute definite and quantifiable paid leave benefits for unpaid leaves under the state law (e.g., paid vacation).

The amount of unpaid leave available in a calendar year pursuant to Wisconsin's law is presently as follows:

A. Family Leave

1. Up to a maximum of six (6) weeks per twelve (12) month period for the birth or adoption of a child. The leave must begin no earlier than 16 weeks before estimated birth or placement and no later than 16 weeks after birth date or placement of the child.

2. Up to a maximum of two (2) weeks leave per twelve (12) month period to care for a child, spouse, parent, parent-in-law, domestic partner [as defined in Wis. Stat. § 40.02(1) and § 770.01(1)], or domestic partner's parent who has a serious health condition.

   Total maximum time for #1 and #2 is eight (8) weeks per twelve (12) month period.

B. Medical Leave

1. A maximum of two (2) weeks per twelve (12) month period for the employee's serious health condition.

[NOTE: "Serious health condition" means a disabling physical or mental illness, injury, impairment, or condition which requires inpatient care in a hospital, nursing home or hospice, or outpatient care that requires continuing treatment or supervision by a health care provider.]

Federal FMLA:

Any employee who has worked for more than 12 months (for a minimum of 1,250 hours) is eligible for unpaid leave under the Federal Family and Medical Leave Act of 1993. An employee will be required to substitute definite and certain paid leave benefits for unpaid leave.

The federal law provides 12 weeks of unpaid leave during a 12-month period rolling year for any covered purpose, which are:

a. The birth and first year care of a child or a child who has been placed with the employee for adoption or foster care.

b. To care for a child, spouse or parent who is suffering from a serious health condition.

c. For a serious health condition of the employee that makes the employee unable to perform his or her job duties.

d. Because of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on covered active duty or call to covered active duty as a member of the Armed Forces, National Guard, or Reserves.

The federal law also provides for 26 weeks of unpaid leave during a single 12-month period in the case of covered service member caregiver leave because the employee is the spouse, child, parent or next of kin of a covered service member with a serious injury or illness. This 12-month period begins on the first day the eligible employee takes leave for this purpose.

[NOTE: A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.]

Intermittent Leave:

Under some circumstances, employees may take FMLA leave on an intermittent basis. Intermittent leave may be taken in the smallest increment allowed by the employer for any other type of leave.

a. Federal leave based on a birth or child placement may only be taken intermittently on a reduced leave schedule if the employer agrees;

b. State family leave for birth/placement or care of a child, spouse, parent or parent-in-law with a serious health condition may be taken as partial absences from employment if scheduled so as not to unduly disrupt the employer's operations.

c. Federal leave based on a serious health condition of an employee, employee's child, spouse or parent may only be taken intermittently or on a reduced-leave schedule when medically necessary, unless the employer agrees otherwise.

d. Federal leave due to a qualifying exigency may be taken on an intermittent basis as needed.

e. State medical leave for self may be taken in non-continuous increments as medically necessary.

f. Leaves will be granted in hourly increments or less as may be specified in policies or labor agreements. If it is physically impossible for an employee using intermittent leave to commence or end work midway through a shift, the entire time the employee is forced to be absent shall be designated as FMLA leave.

g. Employees shall make a reasonable effort to schedule medical treatments so they do not unduly disrupt current operations and they shall provide the employer with reasonable advance notice.

Benefits:

An employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. *If applicable, in addition to paying their portion of health insurance premiums, employees shall be required to pay the full cost of continuing their [life insurance, disability insurance, etc.] during leave. If an employee fails to return to work for a reason other than the serious health condition of the employee or the employee's immediate family member, or other reason beyond the employee's control, the employee will be required to reimburse the employer for the employee's cost of these benefits while the employee was on unpaid leave.*

Notice:

Both state and federal law provide that the employee requesting family and medical leave has an obligation to provide reasonable advance notice to management, when practicable, of the nature and extent of any leave requested. In any event, employees will always have a duty to cooperate with management in arranging and processing leave requests under the state and federal laws to avoid undue disruption of the employer's operations. The employer requests that 30 days advance notice be provided whenever possible.

To receive FMLA leave, an employee must complete an FMLA leave request form. If an employee is unable to do so because the need for leave was not foreseeable, a request may be made verbally. Supervisors are not to discuss medical conditions or leave requests with employees, *but are to forward them to Personnel. Personnel shall evaluate the request and provide a response to the employee* approving or denying the request and providing the employee with a "Notice of Eligibility and Rights & Responsibilities (Family and Medical Leave Act)" and a "Designation Notice (Family and Medical Leave Act)" within five (5) business days, absent extenuating circumstances, of the employee's request. If *Personnel* needs additional information to determine whether a leave is being taken for an FMLA-qualifying reason,

Personnel may wait until it has received the requested information from the employee and then notify the employee whether the leave will be designated as FMLA leave with the "Designation Notice" within five (5) business days, absent extenuating circumstances, after obtaining the information.

The employer may require employees to provide medical certification supporting the need for leave due to a serious health condition, second or third medical opinions (at the employer's expense) and periodic recertification, and periodic reports during FMLA leave regarding the employee's status and intent to return to work. A medical certification form must be presented by the employee within fifteen (15) days of being asked to do so by the employer. A return to work form from a physician will, in most cases, be required in the case of an employee's serious illness, injury, work-related injury (worker's compensation) or illness which has caused a prolonged absence from work, or if the employee's supervisor reasonably determines for the sake of safety that a medical authorization is advisable.

The employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. The employer may require an employee seeking FMLA leave due to a serious injury or illness of a covered service member to submit a certification providing sufficient facts to support the request for leave.

Upon Return to Work:

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. FMLA leaves shall not be counted as absences for disciplinary purposes.

Conform with Existing Laws:

This policy does not provide any greater benefits than those provided by the family and medical leave laws. Any change in the law will impact upon the operation of this policy by modifying its provisions to conform with the law.

Appendix D: Job Description