

School District of Fall Creek



2026-2027

Employee Handbook

Revised: April 19, 2021, Revised: May 17, 2021, Revised: April 18, 2022, Revised: April 17, 2023,
Revised: April 15, 2024, Revised: May 19, 2025, Revised: May 18, 2026

School District of Fall Creek Employee Handbook

Table of Contents

	<u>Page</u>
Purpose of Handbook	4
 <u>All Staff Section</u>	
I. Rights	
A. Management Rights	5
B. Employee Rights	5
II. General Workplace Policies	
A. Equal Opportunity Employer	6
B. Harassment	6-8
C. Drug and Alcohol-Free Workplace	8-9
D. Safety	9
E. Notification of Video Surveillance and Electronic Monitoring	9
F. Weapons Prohibited	9
G. Standard of Conduct	9-10
H. Employee Discipline	10-11
I. Travel	11
III. Work Day Conditions	
A. Dress Code	11-12
IV. Personnel Policies	
A. Job Transfers, Vacancies, and Posting	12
B. Long Term Substitutes	12
C. Evaluations	13
D. Personnel Records	13
V. Extra-Curricular	
A. Extra-Curricular Duties	13-14
VI. Internet Use	15-16
VII. Insurance and Benefits	
A. Health Insurance	16
B. Dental Insurance	16
C. Wisconsin State Retirement System Contribution	16
D. Workers' Compensation Insurance	16
E. Long-Term Disability Insurance	17
F. Insurance Continuation	17
G. Notice of Insurance Continuation	17
H. Flex Account	17
I. Free Admittance to Home Events	17
VIII. Payroll and Other Compensation	
A. Payroll	18
B. Bus License Stipend	18
C. Extra-Curricular Assignment Stipends	19
IX. Grievance Procedures	20-22
 <u>Certified Staff Section</u>	
X. Work Day Conditions	
A. Work Days and Hours	22
B. Work Schedules	23
C. Leave	24-26

XI.	Personnel Policies	
A.	Breach of Individual Teacher Contract	26
XII.	Job Placement and Professional Development	
A.	Assignment of Duties	26-27
B.	Extended Employment	27
C.	Professional Development	27
D.	Layoff and Non-Renewal	27
XIII.	Wages and Other Compensation	
A.	Salary	28-29
B.	Merit Pay	29
XIV.	Insurance and Benefits	
A.	In Lieu of Health Insurance	29
B.	Retirement Provisions	29-30
C.	Tax-Sheltered Annuity	30
<u>Support Staff Section</u>		
XV.	Working Conditions	
A.	Work Hours	31
B.	Leave	31-33
XVI.	Personnel Policies	
A.	Resignation Policy	33
XVII.	Job Placement	
A.	Job Placement	33
XVIII.	Wages and Other Compensation	
A.	Salary	33
B.	Night Shift	34
C.	Bus Trips	34
D.	Buses Kept at Home	34
E.	Holidays	34-35
F.	Vacation	35
G.	Medical Examination and Testing	35
H.	DOT Required Bus Driver Endorse & Test Reimb	35
I.	Outside Duty Assignment	36
J.	Longevity Compensation	36
K.	Merit Pay Program (Optional)	36-37
XIX.	Retirement	
A.	Retirement Provisions	37
B.	Unused Vacation Days	37
	Acknowledgement of Handbook Receipt	38
	Appendix A: Salary Schedule	39
	Appendix B: FMLA Policy	40-46

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

The Fall Creek Area School District is an equal opportunity employer. Personnel hiring and administration does not discriminate in the employment of staff on the basis of race, color, national origin, age, sex (including gender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters, or any other legally protected category in its programs and activities including employment opportunities.

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 see Policy 1422 or 3122 or 4122 found on the District website under the District Tab, then the Board Policy Tab.

The Board designates the following individuals to serve as the District's Compliance Officers (also known as Civil Rights Coordinators; hereinafter referred to as the COs).

Britny Gabert, Special Education Director, 715-877-1036, 336 Hoover Avenue, Fall Creek, WI 5474, britnygabert@fallcreek.k12.wi.us

Trevor Kohlhepp, High School Principal/Athletic Director, 715-877-1090, 336 Hoover Avenue, Fall Creek, WI 5474, trevorkohlhepp@fallcreek.k12.wi.us.

B. Harassment, Discrimination and Retaliation-Free Work Place

It is the policy of the Fall Creek School District (Policies 1662, 3362 and 4362) 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, based on race, color, national origin, age, sex (including gender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate

in any communication with the employer about religious matters or political matters (collectively, Protected Classes), or any other characteristic protected by law in its employment practices (hereinafter referred to as harassment), Definitions of harassment and acts of discrimination can be found in policies 1662, 3362, and 4362. 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 these policies 1662, 3362, and 4362 according to the procedures attached these policies 1662, 3362, and 4362.

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

Definitions can be found in policies 1662, 3362, and 4362.

Harassment/Discrimination/Retaliation Complaint Procedures (Staff)

Reporting procedures are found in policies 1662, 3362 and 4362 are as follows:

- A. Any employee who believes s/he has been the victim of harassment prohibited under policies 1662, 3362 and 4362 is encouraged to report the alleged harassment to the appropriate school official as identified in D below.
- B. Teachers, administrators, and other District officials who have knowledge of or receive notice that an employee has or may have been the victim of harassment prohibited under this policy shall immediately report the alleged harassment to the appropriate school official as defined in D below.
- C. Any other person with knowledge or belief that an employee has or may have been the victim of harassment prohibited by this policy shall be encouraged to immediately report the alleged acts to an appropriate school official as identified in D below.
- D. Appropriate District officials are as follows:
 1. Any complaint under this policy shall be reported to the District's Compliance Officer unless the complaint is regarding the Compliance Officer. In such cases, the complaints shall be reported to the District Administrator, who shall coordinate with the other appointed/designated CO, or, if appropriate appoint/designate another individual to serve as CO for the complaint regarding a CO.

2. Any complaint under this policy regarding the District Administrator or Board member that is received by the District Compliance Officer shall be referred to the Board's legal counsel, who shall assume the role of the District Compliance Officer for such complaints.
- E. The reporting party or complainant shall be encouraged to use a report form available from the Principal of each building or available from the District office, but oral reports shall be considered complaints as well. Use of formal reporting forms shall not be mandated. However, all oral complaints shall be reduced to writing. Further, nothing in this policy shall prevent any person from reporting harassment directly to the District Administrator or other supervisory employee.
 - F. To provide individuals with options for reporting harassment to an individual of the gender with which they feel most comfortable, the District shall designate both a male and a female District Compliance Officer.

The Board designates the following individuals to serve as the District's Compliance Officers (hereinafter referred to as the COs).

Britny Gabert, Special Education Director, 715-877-1036, 336 Hoover Avenue, Fall Creek, WI 5474, britnygabert@fallcreek.k12.wi.us

Trevor Kohlhepp, High School Principal/Athletic Director, 715-877-1090, 336 Hoover Avenue, Fall Creek, WI 5474, trevorkohlhepp@fallcreek.k12.wi.us

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 (Board Policies 3122.01 & 4122.01)

As per Board Policies 3122.01 and 4122.01, the Board believes that quality education is not possible in an environment affected by the use of illegal drugs and alcohol as well as the abuse of prescription drugs. It will seek, therefore, to establish and maintain a drug-free workplace. The Board prohibits any member of the District's staff from any of the following at any time while on or in District property or while performing duties at a District-related activity or event: manufacturing, possessing, using, distributing, dispensing, or being under the influence of any controlled substance or alcohol; using, distributing, or possessing drug paraphernalia; or unlawfully possessing, using, distributing, dispensing, or abusing a prescribed or over-the-counter medication. Staff members shall be required to undergo alcohol and/or drug testing at any time the District has reasonable suspicion to believe that the staff member may have violated these policies. Any staff member who violates these policies shall be subject to disciplinary action, up to and including termination from District employment in accordance with the Employee Handbook and

District policies. In addition to disciplinary action, the District may, at its discretion, refer the staff member to drug and alcohol counseling or to employee assistance or rehabilitation programs and/or may refer the matter to law enforcement.

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. Notification of Video Surveillance and Electronic Monitoring

The Fall Creek School District uses video surveillance/electronic monitoring systems in their schools, which may include either video or audio footage, or both. In cases approved by the District Administrator, camera surveillance may be used for investigatory purposes without staff, student, or public notice if the usage is calculated to further investigation into misconduct believed to have occurred or believed to be ongoing. All video surveillance and electronic monitoring surveillance is in accordance with Board Policy 7440.01 Video Surveillance and Electronic Monitoring.

F. Weapons Prohibited

The Board prohibits staff members, visitors, volunteers and students from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the District for the purpose of school activities approved and authorized by the District including, but not limited to, property leased, owned, or contracted for by the District, a school-sponsored event, or in a District vehicle, to the extent permitted by law without the permission of the District Administrator. Weapon guidelines are in accordance with Board Policies 3217, 4217, 7217, and 5772.

G. 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.

H. Employee Discipline

As per Board Policies 3139 and 4139, the Board retains the right and the responsibility to manage the workforce. When the discipline of a staff member becomes necessary, such action shall be consistent with the requirements of any applicable Board policy, and State and Federal law. The District Administrator may issue discipline when deemed appropriate; however, student performance on examinations may not form the basis for staff discipline. This policy does not cover decisions to terminate or nonrenew a staff member's employment or accepting a staff member's resignation (see Policy 3140 - Non-Renewal, Resignation, and Termination).

Staff may be disciplined for violations of Board policy or for other failures to meet the expectations and obligations of their position. No staff member may be subject to arbitrary or capricious disciplinary action, or disciplinary action that is otherwise in violation of law.

The District Administrator may issue discipline to staff members when deemed appropriate. The level of discipline may range from oral reprimands to suspension and may lead to termination consistent with Policy 3140 - Non-Renewal, Resignation, and Termination. The level of discipline shall be consistent with the seriousness of the offense as determined by the District Administrator.

Management efforts engaged to improve an employee's job performance or address specific performance concerns, including letters of direction, performance improvement plans, mandatory training, etc., are not disciplinary in nature and are not subject to this policy or to Policy 3340 - Grievance Procedure.

All instances of staff discipline are subject to the employee grievance procedure, set forth in Policy 3340 - Grievance Procedure.

G. Travel

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 appropriate 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

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

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

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

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. Individuals that split a coaching position will not earn a year of experience for the season they are sharing a position.

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.
5. It is still expected that the District will continue the practice of traditionally having a separate Varsity, Junior Varsity, and/or C team when participation numbers warrant the 3rd levels. This section is for Volleyball, Basketball, Baseball and Softball.
6. Additional Coaches:
Track: If after the first week of High School Track Practice, there are 37 or more Athletes an additional paid assistant coach (3rd Coach) will be granted. A fourth Coach would be granted if participation numbers are 50 or more. Football: High School Football will have 2 coaches for a Varsity Team, 2 coaches for a JV Team. If after the first week of football practice, there is enough players for a C Team a 5th paid coach will be granted.
7. All Activities shall be assigned by the Board of Education.
8. Extracurricular openings will be posted electronically internally and externally.
9. 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 \$200.00 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. This benefit is prorated for a split coaching position.
10. 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 \$150.00 per day. This benefit is prorated for a split coaching position.
11. Athletic coaches and extra-curricular advisors shall receive one year contracts. These contracts are not automatically renewed.
12. Coaching/Advisor Evaluations will be conducted after the conclusion of the season. Recommendations for the following season will be discussed at this time.
13. 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.
14. 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

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.

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 10 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, 2022-2023

<u>Extra Curricular Activity</u>	<u>Pay Rate</u>	<u>Extra Curricular Activity</u>	<u>Pay Rate</u>
HS Head Cross Country Coach	\$3,000.00	Musical Advisor	\$2,800.00
HS Assistant Cross Country Coach	\$1,950.00	Musical Director	\$1,500.00
MS Head Cross Country Coach	\$1,560.00	Musical Director Assistant	\$550.00
MS Cross Country Assistant Coach	\$1,200.00	HS Head Forensics Coach	\$2,550.00
HS Head Football Coach	\$4,300.00	HS Assistant Forensics Coach	\$1,200.00
7th Grade Football Coach	\$2,240.00	MS Head Forensics Coach	\$1,200.00
8th Grade Football Coach	\$2,240.00	MS Assistant Forensics Coach	\$900.00
HS Football Assistant Coach	\$2,800.00	Summer Band Advisor	\$3,450.00
HS Football Assistant Coach	\$2,800.00	Pep Band Advisor	\$2,150.00
HS Football Assistant Coach	\$2,800.00	Jazz Band Advisor	\$1,500.00
HS Head Volleyball Coach	\$3,600.00	Show Choir Advisor	\$1,500.00
C Team Volleyball Coach	\$2,160.00	Concession Stands Coord.	\$2,150.00
7th Grade Volleyball Coach	\$1,870.00	Music Contest Advisor Choir	\$1,500.00
8th Grade Volleyball Coach	\$1,870.00	Music Contest Advisor Band	\$1,500.00
HS Assistant Volleyball Coach	\$2,340.00	Newspaper Editor	\$1,800.00
C Team Baseball Coach	\$2,160.00	FBLA Advisor	\$1,850.00
HS Assistant Baseball Coach	\$2,340.00	FFA Advisor	\$1,850.00
HS Head Baseball Coach	\$3,600.00	Homework Supervisor	\$2,200.00
HS Head Golf Coach	\$3,000.00	Nat'l Honor Society Advisor	\$1,500.00
HS JV Golf Coach	\$1,950.00	Pep Club Advisor	\$1,200.00
C Team Softball Coach	\$2,160.00	HS SAFE Advisor	\$1,500.00
HS Assistant Softball Coach	\$2,340.00	MS SAFE Advisor	\$1,000.00
HS Head Softball Coach	\$3,600.00	HS Student Council Advisor	\$1,500.00
HS Head Track Coach	\$3,600.00	MS Student Council Advisor	\$1,000.00
HS Assistant Track Coach	\$2,340.00	HS Yearbook Supervisor	\$2,800.00
MS Assistant Track Coach	\$1,440.00	MS Yearbook Advisor	\$1,000.00
MS Head Track Coach	\$1,870.00	Skills USA Advisor	\$1,850.00
HS Head Boys Basketball Coach	\$4,300.00	Robotics Advisor	\$1,850.00
7th Grade Boys Basketball Coach	\$2,240.00	Duties Up to 4 hours	Pay Rate
8th Grade Boys Basketball Coach	\$2,240.00	Bus Chaperone	\$50.00
C Team Boys Basketball Coach	\$2,580.00	Ticket Sales	\$50.00
HS Assistant Boys Basketball Coach	\$2,800.00	Crowd Control	\$50.00
HS Head Girls Basketball Coach	\$4,300.00	School Dances	\$50.00
7th Grade Girls Basketball Coach	\$2,240.00	Football Chain Gang per game	\$30.00
8th Grade Girls Basketball Coach	\$2,240.00	Statistician & Time Keeper per game	\$30.00
C Team Girls Basketball Coach	\$2,580.00	Middle School Events	\$50.00
HS Assistant Girls Basketball Coach	\$2,800.00	Over 4 hrs (in 1/4 hour increments) per hr	\$10.00
Cheer Coach (Fall & Winter)	\$1,750.00	Supervision of Evening Programs	\$50.00
Strength & Conditioning Coach	\$12,000.00	Athletic Scouting Plus Mileage	\$10.00

IX. GRIEVANCE PROCEDURE

It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. Each employee of the District shall be provided an opportunity to understand and resolve certain matters affecting employment that the employee believes to be unjust. This section shall apply to all regular full-time, part-time, limited, temporary, and seasonal employees.

This procedure is available in the case of any employee's disagreement with discipline or termination of employment, as well as a matter relating to workplace safety.

A grievance shall mean a dispute concerning an employee's discipline or termination of employment or a dispute concerning workplace conditions that affect workplace safety. Only one (1) subject matter shall be covered in any one (1) grievance. A written grievance shall contain:

- A. the name and position of the grievant;
- B. a clear and concise statement of the grievant, including the category of the grievance (i.e., employee termination, discipline, or workplace safety);
- C. the issue involved;
- D. the relief sought;
- E. the date the incident or violation took place;
- F. the specific section of the Policy Manual alleged to have been violated;
- G. the signature of the grievant and the date.

All employee grievances must be filed by the aggrieved employee(s). The grievance must be filed within five (5) business days after the employee knew or should have known of the cause of such grievance. The following procedures shall be followed:

A. Principal/Supervisor:

If an employee believes they have a matter subject to the grievance procedure, the employee shall present the grievance to their immediate supervisor. If applicable, the employee shall perform the assigned task and grieve later. The Principal/Supervisor shall, within five (5) business days, inform the employee in writing of their decision.

B. District Administrator:

In the event the Principal's/Supervisor's decision does not resolve the problem, the employee may, within five (5) business days of the date the Principal's/Supervisor's written decision is issued, present their grievance in writing to the District Administrator. This grievance shall fully state the details of the problem and suggest a remedy. The District Administrator shall, within five (5) business days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) business days. This step does not apply to any grievance

related to action by the Board that directly affects the grievant.

C. Hearing Before an Impartial Hearing Officer:

In the event the matter is not resolved to the employee's satisfaction by the District Administrator, the employee may, within five (5) business days of the date of the written decision of the District Administrator, request in writing that the matter be referred for a hearing before an Impartial Hearing Officer. The Board shall appoint a Hearing Officer for the purpose of conducting the hearing. If the District Administrator denies the grievance based on whether the grievance is timely or relates to a covered matter (i.e. workplace safety, discipline, or termination), the matter shall be referred to the Board for determination of whether the grievance may proceed. If the Board determines the grievance may proceed, it will then be referred to the Impartial Hearing Officer. The Board may appoint a Hearing Officer or panel of potential Hearing Officers from which to select an officer for this purpose, either on an ad hoc basis or by resolution adopted for a school year, and delegate to the District Administrator the responsibility to arrange for such hearing with one (1) of the selected officers. When the grievant is the District Administrator, the Board's legal counsel shall be responsible for the selection of the Hearing Officer and arranging a hearing.

Each grievance shall be heard by a single Hearing Officer and such hearings shall be private. The employee and the District may present witnesses and each side may select one (1) individual to attend the hearing as a representative. Any employee representative selected shall be at no expense to the District.

The Hearing Officer may only consider the matter presented to them in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance. The Impartial Hearing Officer shall have authority to run the hearing, including administering oaths, admitting evidence into the record, providing for transcription, etc. The Officer may not modify any Board policy and may not issue decisions on matters not presented to the Principal/Supervisor in the initial grievance. Any fees or costs charged by the Impartial Hearing Officer shall be paid by the District.

D. Board:

In the event that either party is dissatisfied with the Hearing Officer's decision, that party may, within ten (10) business days, present the grievance in writing to the Board, who shall consider the matter within thirty (30) business days after its receipt unless postponed by mutual agreement. The Board shall review the decision of the Impartial Hearing Officer and may either issue a decision or determine that additional evidence or testimony is necessary and provide for a hearing for that purpose. The Board's decision shall be by a majority vote of a quorum present, which shall be final.

This procedure constitutes the exclusive process for the redress of employee grievances for the subject matter referred to herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with the administration, and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by the administration which has final authority, subject to any applicable Board policy or directive, to resolve the matter.

Time limits contained in this grievance procedure outlined above may be extended by mutual consent of

the parties. If any applicable time limit for advancing the grievance to the next step in the process is not met, the grievance shall be deemed resolved. Each employee shall be afforded any opportunity to be represented at each step of the grievance procedure by a representative of the employee's choice and at no expense to the District.

For purposes of this grievance procedure, the following definitions shall apply:

- A. Workplace safety means those conditions related to physical health and safety of employees enforceable under Federal or State law or District rule related to the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence, and accident risks.
- B. Termination does not include voluntary resignation or retirement or the nonrenewal of an employment contract pursuant to 118.22 and 118.24 Wis. Stats., nor does it include position elimination due to a reduction in force under Policy 3131 - Reduction in Staff
- C. Employee discipline refers to unpaid suspensions, written reprimands, or demotion, but excludes performance conferences/evaluations, staff assignments, improvement plans, or oral counseling or reprimand unless a written record of the reprimand is placed in the employee's file. Nonrenewal of a contract under 118.22 or 118.24, Wis. Stats. shall be considered disciplinary if for misconduct or performance reasons.

Business day means weekdays, excluding any District recognized holiday that falls on a weekday, but does not exclude weekdays during scheduled break periods.

Certified Staff Section

X. Working Conditions

A. Work Days and Hours

Contracted Days

Teachers will be contracted for 187 days. 186 of these days are a combination of scheduled student contact days and scheduled teacher in service days. The remaining day will be in trade for all scheduled Parent Teacher Conferences.

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 Administration.

B. Work Schedules

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.

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 \$10.00.

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.

C. Leave

A Leave request must be submitted via the Frontline Absence Management System for all leaves. Unplanned leave must be entered by 7:30am. If the unplanned leave happens after 7:30am you must call the designated number. 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. Once a leave day is scheduled, you are not able to change the classification of that day due to unforeseen circumstances. Example: You schedule a Personal Day on February 14 and you wake up and are ill. You are not able to change the day from a Personal Day to a Sick Day. If you schedule a Doctor's Appointment (Sick Day) or take a Personal Day on Feb 14 and the District closes school or changes to a virtual learning day, due to inclement weather, you are not able to change your sick day to a snow day.
3. Leave will accumulate to a total of 110 days, of which the total of unused personal leave may accumulate to a maximum of 5 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 may not be absent from teaching for reasons other than those which would qualify them for sick leave or emergency leave. A ratio of 1/187 of their annual salary (base salary only and not to include any added assignments) shall be deducted for each additional teaching days lost after all accumulated sick leave has been exhausted. If there are extenuating circumstances in which the superintendent grants loss of pay day(s), the Employee will be responsible for paying for a substitute if the loss of pay day is due to anything other than what would qualify for an illness or emergency.
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 five hundred (\$500) 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.
11. Leave usage shall be in minimum increments of one-half day.

12. **Sick Leave Transfer** – With the approval of the superintendent, an employee may transfer/donate a sick day(s) to another employee who is in need due to an unforeseen serious illness/accident of self or family member. The following guidelines will be used for granting a sick leave transfer/donation request:
- a. The employee whom the request is for must have expended all of his/her leaves available.
 - b. Staff may voluntarily donate up to five (5) sick days per request with 60 or more days remaining in their sick leave account following any donation of days.
 - c. These donations may only be used until the employee qualifies for long-term disability insurance.
 - d. Transfer of sick leave does not qualify for absences due to workman's compensation.
 - e. Once an employee transfers/donates a sick day(s), they are not able to get those days back.
 - f. Sick Leave transfer is not available for maternity/paternity leave.

XI. Personnel Policies

A. Breach of Individual Teacher Contract

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 June 15	\$ 1,000
After July 1:	\$1,500
After August 1:	\$2,000
After September 1:	\$3,000

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

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 \$10.00 per class if thirty (30) minutes or less, and \$20.00 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

In-service Activities

The Administrative Team will annually determine 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

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

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 \$26.00 per hour for non-core classes and 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 Professional Growth Goal Submission Form by the Due Date on the Professional Growth Goal Timeline.
- 2. This form must be submitted and approved by the Superintendent in compliance with the Professional Growth Goal Timeline to be considered for this program.
- 3. Merit pay of \$2,000 will only be distributed if all requirements are completed and approved.

XIV. Insurance and 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

Retirement

- 1. To be eligible for retirement, a Teacher must be 55 years old or older in their last year of teaching and have been employed a minimum of five (5) years in the school district.

2. Any Teacher who is eligible to retire, shall be given a lump sum payment equal to \$35.00 *times* the number of accumulated leave days the teacher has. This lump sum payment will be paid out with the June 30 payroll.
3. Retirement requests must be filed in writing with the Superintendent no later than February 15 of the last year of teaching. \$1,000 will be added to the sick leave payout if a letter of retirement is submitted to the Superintendent no later than February 1 of the last year of teaching. \$2,000 will be added to the sick leave payout if a letter of retirement is submitted to the Superintendent no later than January 1 of the last year of teaching.

C. Tax-Sheltered Annuity

Prefunded Retirement Plan

1. Eligibility
 - a. All full time teachers starting after August 30, 2007, shall be enrolled in the following benefit upon completion of the employee's fifth (5th) consecutive year of service to the district.
 - b. All part-time teachers starting after August 30, 2007 shall receive District contribution when the years of consecutive full and part-time service equal the equivalent of five (5) years of full time employment.
2. Benefit – Upon a teacher becoming eligible, the District shall establish a tax shelter annuity in the teacher's name and fund it as follows:
 - a. Beginning with the first pay period of the sixth (6th) consecutive year of service to the district and occurring every month thereafter for employees that did not participate in the District's TSA Program as of July 1, 2012. The District shall place 4% of the employee's gross monthly salary at the end of the 5th year into the employee's TSA Account. The maximum yearly contribution shall be \$2,500.
 - b. For employees that were enrolled in the District's TSA Program prior to July 1, 2012 the district shall deposit \$210 per month into the employee's TSA Account, with a maximum yearly contribution shall be \$2,500.
 - c. For Employees that start employment on or after July 1, 2022, beginning with the first pay period of the sixth (6th) consecutive year of service to the district and occurring every month thereafter, the District shall deposit \$125 per month into the employee's TSA Account with a maximum yearly contribution of \$1,500.
 - d. The District's contribution for part-time teachers shall be prorated.
3. Employee shall be allowed to make additional contributions to the TSA to the maximum amount allowed by law.
4. An employee's TSA account shall be fully vested upon the creation of the account.

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

A Leave request must be submitted via the Frontline Absence Management System for all leaves. Unplanned leave must be entered by 7:30am. If the unplanned leave happens after 7:30am you must call the designated number.

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. 2 days 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 five (5) days.
5. Leave usage shall be in minimum increments of one-half day.
6. Once a leave day is scheduled, you are not able to change the classification of that day due to unforeseen circumstances. Example: You schedule a Personal Day on February 14 and you wake up and are ill. You are not able to change the day from a Personal Day to a Sick Day. If you schedule a Doctor's Appointment (Sick Day) or take a Personal Day on Feb 14 and the District closes school or changes to a virtual learning day, due to inclement weather, you are not able to change your sick day to a snow day.
7. Leave will accumulate to a total of 100 days.
8. 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.
9. All leave benefits granted by the Board shall cease upon termination of employment.
10. Employees may not be absent from work for reasons other than those which would qualify them for sick leave or emergency leave. Any additional work days lost after all accumulated sick leave has been exhausted will result in a deduct for each day of such absence.
11. Military Leave shall be granted in accordance with state and federal law.
12. 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.
13. 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
14. Emergency School Closing/Virtual Learning Days: Any day(s) that school is closed or deemed a Virtual Learning Day due to inclement weather or other reasons as determined by the District. For days which are not made up, the employee shall use a sick day or use a deduct day.

15. Sick Leave Transfer – With the approval of the superintendent, an employee may transfer/donate a sick day(s) to another employee who is in need due to an unforeseen serious illness/accident of self or family member. The following guidelines will be used for granting a sick leave transfer/donation request:
 - a. The employee whom the request is for must have expended all of his/her leaves available.
 - b. Staff may voluntarily donate up to five (5) sick days per request with 60 or more days remaining in their sick leave account following any donation of days.
 - c. These donations may only be used until the employee qualifies for long-term disability insurance.
 - d. Transfer of sick leave does not qualify for absences due to workman's compensation.
 - e. Once an employee transfers/donates a sick day(s), they are not able to get those days back.
 - f. Sick Leave transfer is not available for maternity/paternity leave.

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 trip wage will be determined by the Support Staff Wage Schedule 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 \$10.00 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 by an approved facility/provider. 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

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

J. Longevity Compensation

1. The Fall Creek School District recognizes and expresses their appreciation for the long-term consecutive service of permanent support staff employees, both full time and part time who have completed at least 10 consecutive school years of employment with the Fall Creek School District.

Service toward longevity is credited for each month in which an employee is in pay status for one-half or more of the regularly scheduled work days and paid holidays in that school year.

Longevity is paid on the first pay period following the employee's 10th, 15th, 20th, 25th and 30th school year completion.

Longevity pay is made in a lump sum and is subject to statutory deductions. It is not considered a part of base annual pay for classification, other pay or records purposes.

Longevity pay will be paid as follows:

- After the 10th School Year of Service \$500
- After the 15th School Year of Service \$750
- After the 20th School Year of Service \$1,000
- After the 25th School Year of Service \$1,250
- After the 30th School Year of Service \$1,500

*Note: If the employee resigns or retires after any of the longevity years of service being acknowledged, the employee is eligible for payment on their June 30th payroll of that school year.

K. Merit Pay Program (Optional)

Support Staff members have the opportunity to receive merit pay of \$750 over and above their regular salary/wage based on a combination of evaluations and documentation of employee growth. To receive this optional merit pay you must complete all of the following:

- Receive a satisfactory year end performance evaluation
- Complete 12 Activity points in a school year.
 - Activity points are given for activities that provide employee growth relating to their current work position.
 - 1 hour equals 1 point with a maximum of 8 points per activity. Points are not given during lunch or breaks during workshops/conferences.
 - You must complete an Activity Points Submission Form for each activity.
 - Points are not able to be carried over to the next school year.

All requirements must be completed, submitted and approved by June 1.

Extra Pay Forms may be turned in for in person activities outside of regularly scheduled work hours up to a maximum of 12 total hours for these activities.

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 dollars (\$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

2026-2027													
Certified Staff													
Wage Schedule													
Lvl	Yrly Rate												
C	\$46,167												
D	\$47,417												
E	\$48,667												
F	\$49,917												
G	\$51,167												
H	\$52,417												
I	\$53,767												
J	\$55,117												
K	\$56,467												
L	\$57,817												
M	\$59,167												
N	\$60,617												
O	\$62,067												
P	\$63,517												
Q	\$64,967												
R	\$66,417												
S	\$67,967												
T	\$69,517												
U	\$71,067												
V	\$72,617												
W	\$74,167	W+1	\$74,867	W+2	\$75,567	W+3	\$76,267	W+4	\$76,967	W+5	\$77,667	W+6	\$78,367

2026-2027 Support Staff Wage Schedule

Position	1	2	3	4	5	6
Aide	\$17.28	\$17.58	\$17.98	\$18.48	\$19.08	\$19.78
Food Service Aide	\$17.28	\$17.58	\$17.98	\$18.48	\$19.08	\$19.78
Certified Aide	\$18.44	\$18.74	\$19.14	\$19.64	\$20.24	\$20.94
Certified Cook	\$18.44	\$18.74	\$19.14	\$19.64	\$20.24	\$20.94
Bus Driver (per trip pay)	\$40.33	\$40.78	\$41.38	\$42.13	\$43.03	\$44.08
Bus-Special Route	\$20.16					
Custodian II	\$18.44	\$18.74	\$19.14	\$19.64	\$20.24	\$20.94
Custodian I	\$23.05	\$23.35	\$23.75	\$24.25	\$24.85	\$25.55
Bus - Extra Curricular Route	\$18.44					

Appendix B: FMLA Policy (1630.01, 3430.01, 4430.01)

Introduction

In accordance with Federal and State law, the Board will provide family and medical leave to support staff. The Board's Family and Medical Leave Act policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the Wisconsin Family and Medical Leave Act ("WFMLA"). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

Family and medical leave taken under this policy may be covered by Federal law, State law, or both. When leave taken by a staff member under this policy is governed by both Federal and State law, the more generous provision will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. In this regard, staff members should note that certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other policies will run concurrently (at the same time).

Eligibility Requirements

To be eligible for leave under the FMLA, a staff member must have been employed by the Board for at least twelve (12) months in the past seven (7) years and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the requested leave.

To be eligible for leave under the WFMLA, a staff member must have been employed for more than fifty-two (52) consecutive weeks and have worked or been paid for at least 1,000 hours in the preceding fifty-two (52) weeks. The kind and amount of leave available to the staff member under this policy, as well as the staff member's rights during leave, depends upon whether the staff member satisfies the above requirements.

Qualifying Reasons for Leave

The Board provides family and medical leave for eligible staff members under the following circumstances:

- A. for the birth of the eligible staff member's child and to care for a newborn child
- B. for placement with the eligible staff member of a child for adoption or foster care
- C. to care for an eligible staff member's spouse, child or parent with a "serious health condition"

The term "child" generally includes a legal ward or a biological, adopted foster or stepchild. For leaves governed exclusively by the FMLA, the term also includes a son or daughter for whom the staff member has assumed the day-to-day obligations of a parent. A child must be either under eighteen (18) years of age or unable to care for themselves due to a physical or mental disability or, for leave under State law only, unable to care for themselves due to a serious health condition.

"Parent" includes a staff member's spouse's legal guardian only if the staff member is requesting leave under the WFMLA.

"Spouse" includes a qualified domestic partner for leaves governed by the WFMLA. Domestic partnerships must be registered with the county of residence and proof of such registration may be requested prior to approval of leave. Unregistered domestic partners must demonstrate that they are 1) both over age eighteen (18); 2) not in a domestic partnership or marriage with another individual; 3) they share a common residence; 4) they are not related in any way that would prohibit marriage under Wisconsin law; 5) they consider each other to be immediate family members and agree to be responsible for the other's living expense.

- D. because of a serious health condition that makes the eligible staff member unable to perform the essential functions of the position
- E. because of a qualifying exigency resulting from active military service by the employee's spouse, son, daughter, or parent in covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves

Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; (maximum fifteen (15) calendar days); 7) post-deployment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- F. to care for a service member who is the employee's parent, spouse, child or next of kin who, while on active military duty, sustains a serious injury or illness or aggravation of a pre-existing illness or injury while in the line of duty, while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, which renders the service member medically unfit to perform the member's office, grade, rank, or rating

Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers. Leave is available for up to twenty-six (26) weeks in a twelve (12) month period. This type of leave is available for serious injury or illness which results in:

1. inpatient medical treatment, recuperation or therapy;
2. outpatient services at a military treatment facility or assignment to a unit established for the purpose of providing command and control of service members receiving outpatient medical services; or
3. assignment to the temporary disability retired list.

The maximum twenty-six (26) weeks of Federal leave to care for a service member includes, and is not in addition to, all other FMLA leave. In other words, employees may not take more than a total of twenty-six (26) weeks of FMLA leave during a single twelve (12) month period for any qualifying reasons under the FMLA. For instance, if an employee takes the maximum twelve (12) weeks of Federal FMLA leave for their own serious health condition, the employee may then only take fourteen (14) weeks of FMLA leave within that same twelve (12) month period to care for a military family member injured in the line of duty.

The District Administrator will determine whether an employee's request for leave qualifies under one (1) of the above categories.

Amount of Leave Available

Under the FMLA, if the staff member satisfies the eligibility requirements set forth above, the staff member is entitled to a total of twelve (12) work weeks of leave in a rolling twelve (12) month period measured backward from the date of usage for any of the reasons stated above, with the exception of leave to care for an injured service member, which is provided as described in (F) above.

Under the WFMLA, if the staff member satisfies the eligibility requirements set forth above, the staff member is entitled to ten (10) work weeks of leave in a calendar year as follows:

- A. a total of six (6) weeks of leave for the birth of the staff member's natural child and/or the placement of a child with the staff member for, or as a precondition to, adoption;
- B. a total of two (2) weeks of leave to care for a covered family member with a serious health condition; and
- C. a total of two (2) weeks of leave due to the staff member's serious health condition.

Board policy calls for concurrent Federal/State leave coverage whenever a staff member is eligible for leave under both the FMLA and WFMLA to the extent available under the law. All periods of absence from work due to or necessitated by

USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

Definitions of Serious Health Conditions

In conjunction with the certification provided by a healthcare provider, the Board reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling a staff member to family or medical leave under State or Federal law.

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one (1) of the following:

A. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital or other care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

B. Absence Plus Treatment

A period of incapacity of more than three (3) consecutive calendar days* (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

1. treatment two (2) or more times by a healthcare provider, a nurse, physician's assistant or physical therapist under a healthcare provider's supervision, order or referral as appropriate within thirty (30) days of the first date of incapacity; or
2. treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider and occurs within seven (7) days of the first day of incapacity.

*Under the WFMLA, leave may also be available for a "serious health condition" of less than three (3) consecutive days in duration.

C. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

D. Chronic Conditions Requiring Treatment

A chronic condition which:

1. requires periodic visits of at least two (2) times per year for treatment by a healthcare provider, or by a nurse or physician's assistant under a healthcare provider's supervision;
2. continues over an extended period of time (including recurring episodes of a single underlying condition); and
3. may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

E. Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The staff member or their family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider (e.g., Alzheimer's disease, a severe stroke, or the terminal stages of a disease). The continued existence of such a chronic condition is subject to certification no more than once every six (6) months.

F. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for

restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, including: cancer (chemotherapy, radiation, etc.); severe arthritis (physical therapy); or kidney disease (dialysis).

Required Staff Member Notice

The staff member must provide the District Administrator with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for the staff member's own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption under the WFMLA, the staff member must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice must be given as soon as practical. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

Staff members must provide an explanation as to why proper advance notice was not provided in such cases and may be required to verify the explanation. Notice that was not provided timely without reasonable explanation may result in the denial of the leave request.

The staff member must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a FMLA leave request form to the District Administrator (forms available from the U.S. Department of Labor).

When planning medical treatment, the staff member should consult with their supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the staff member's healthcare provider. The staff member is ordinarily expected to consult with his/her supervisor in order to work out a treatment schedule which best suits his/her needs, as well as the District's.

If a staff member must take more leave than originally anticipated, the staff member must notify the District Administrator within two (2) business days of learning of the circumstances necessitating the extension.

Certification By Healthcare Provider

If a staff member requests leave due to their own serious health condition or the serious health condition of his/her spouse, child or parent, the Board requires that the leave request be supported by certification issued and signed by the healthcare provider for the individual with a serious health condition. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed. The Board reserves the right to certify all information permitted by law.

The staff member must provide the fully completed certification to the District Administrator within fifteen (15) calendar days of the date that the certification is provided to the staff member, unless it is not practicable to do so despite the staff member's diligent, good faith efforts. If it is not practicable to return the certification within fifteen (15) calendar days, it must be returned to the District Administrator as soon as practicable.

If the staff member fails to submit the certification, the leave or continuation of leave may be delayed until the certification is submitted. Further, any absence prior to the date the certification is furnished may be considered unauthorized. A staff member who is absent without authorization may be disciplined, up to and including termination.

The District Administrator will give a staff member a reasonable opportunity to cure any deficiency in a certification, but not fewer than seven (7) calendar days. It is the responsibility of the staff member or family member with a serious health condition to use a healthcare provider who will complete and furnish an accurate certification in a timely manner.

A member of the administration, other than the staff member's direct supervisor, may contact the healthcare to clarify illegible answers and to authenticate the Certification. If the certification is incomplete or otherwise unclear, the administrator must request that the employee obtain updated or completed information from the healthcare provider and return it directly to the administrator.

If the District Administrator doubts the validity of a Certification, the District Administrator may require, at the Board's expense, that the staff member obtain a second opinion from a Board-designated provider, not regularly employed by the Board. If the opinions of the staff member's and the Board's healthcare providers differ, a third, final and binding opinion may

be obtained. The staff member must cooperate in obtaining a second or third opinion including facilitating the transfer of pertinent records to the subsequent healthcare providers.

The District Administrator may request re-certifications on a periodic basis as permitted by law.

Designation of Leave

In all circumstances, it is the responsibility of the District Administrator to designate leave, whether paid or unpaid, as FMLA leave and to give the staff member notice of the designation and their rights and responsibilities under this policy.

The District Administrator will give the staff member the Notice on each occasion that the staff member notifies their supervisor of the need for leave that may be FMLA-qualifying, including, but not limited to, when the staff member requests another type of leave for an FMLA-qualifying reason. In the case of intermittent or reduced schedule leave, only one notice will be provided unless the circumstances regarding the leave have changed.

Absent extenuating circumstances, the District Administrator will provide to the employee a "Designation Notice" stating whether a request for leave has been approved or denied within five (5) business days. At a minimum, the staff member will be verbally notified whether leave is being designated as FMLA leave within five (5) business days of the date the staff member provides information to the District Administrator sufficient to enable the District Administrator to determine that the leave is being taken for an FMLA-qualifying reason.

The District Administrator will confirm the verbal notice with the written notice as soon as feasible, but no later than the first payday following the verbal notice (unless the payday is less than one (1) week after the verbal notice, in which case the notice must be no later than the subsequent payday).

Manner In Which Leave Can Be Taken

Leave available under this policy may be taken in full and, under certain circumstances, may also be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. Reduced schedule leave is leave that reduces the usual number of working hours per day or week. The staff member must consult with his/her supervisor and make a reasonable effort to schedule intermittent or reduced schedule leave so it does not unduly disrupt the District's operations.

When leave is governed only by the FMLA, intermittent or reduced schedule leave to be with the employee's newborn child, or after the placement of a child with the employee for adoption or foster care, requires the District's agreement, unless the intermittent or reduced schedule leave is due to a serious health condition.

Intermittent or reduced schedule leave due to a serious health condition must be medically necessary. Medically necessary means there must be a medical need for the leave and the leave can be best accommodated through an intermittent or reduced leave schedule, as certified by the healthcare provider in the Certification.

When leave is governed only by the FMLA, the District Administrator may offer a staff member a temporary transfer to another position for which s/he is qualified with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave when the need for leave is foreseeable based on planned medical treatment or the staff member takes such leave for the birth of a child or for placement of a child for adoption or foster care. The staff member may reject this offer in which case there will be no adverse effect on the leave or entitlement to return to the same or similar position following leave. Any time spent by the staff member in an alternative position will not count against the employee's FMLA leave entitlement.

Coordinating Leaves - Substitution

Generally, leave taken under this policy is unpaid. However, for leave governed exclusively by the FMLA, the staff member must use the following leaves provided by the Board, if available:

- A. vacation or personal leave, if available, for any family or medical leave;
- B. accrued paid family leave (i.e., paid leave covering the particular circumstances for which the staff member is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
- C. accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the staff member's own serious health condition.

A staff member may not substitute paid leave for unpaid FMLA leave taken under this policy in any situation where the Board would not normally provide such paid leave.

For leaves governed by the WFMLA, a staff member may substitute paid or unpaid leave, which they have earned and accrued, for leave taken under this policy, if available. The Board reserves the right to deny substitution as permitted by law.

Any paid leave substituted for unpaid FMLA leave or WFMLA leave will decrease, in whole or in part, the staff member's FMLA and/or WFMLA leave entitlement.

Continuation of Benefits

A staff member will remain eligible for group health insurance benefits under the Board's group health plan during leave taken under this policy under the same conditions as coverage would have been provided if the staff member had been actively employed during the entire leave. However, the staff member has the option of choosing not to retain such coverage during family or medical leave.

During leave taken under this policy, the Board will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The staff member will be responsible for paying their portion of health insurance premiums regardless of whether the family and medical leave is paid or unpaid. It is the staff member's responsibility to make arrangements with the District Administrator for making premium payments for group health insurance during leaves.

To the extent permitted by law, the Board reserves the right to require the staff member to place up to eight (8) weeks of health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty (30) days late.

The staff member's entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the Board's policy regarding provision of such benefits when a staff member is on other types of leave.

If a staff member fails to return to work or fails to remain at work for a period provided under the law, the District may recover its portion of the premiums paid for medical benefit coverage during the leave, unless the reason for the staff member's failure to return to work is due to the continuation of the serious health condition or the onset of a new serious health condition.

Accrual of Benefits

The use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave. A staff member will not continue to accrue seniority or any other employment benefit during leave taken under this policy, except that such benefit shall accrue if the staff member elects to use other leaves provided by the Board, and if such benefits would normally accrue during such leave.

Employment Restoration

A staff member will generally be reinstated to the same position they held when leave began or a position with equivalent pay, benefits, and other terms and conditions of employment, if such position remains available, and the staff member possesses the ability to perform the essential functions of the job satisfactorily, with or without any accommodation that may be required by the Americans With Disabilities Act of 1990. The staff member, however, has no greater right to reinstatement or benefits than if they had been actively employed during the leave. Further, if the staff member gives unequivocal notice of intent not to return to work, the staff member is not entitled to be reinstated.

A staff member who exceeds their FMLA/WFMLA leave, but remains off work under a non-FMLA/WFMLA leave policy, is not entitled to reinstatement to the same or a similar position under the FMLA/WFMLA; however, the staff member **may** be eligible to be reinstated under the non-FMLA/WFMLA leave policy.

A staff member who is able to return to work prior to the expiration of leave must notify his/her supervisor immediately. Upon such notice, the District Administrator will promptly reinstate the staff member to active employment, provided the staff member has the present skill and ability to perform the essential functions of their job satisfactorily with or without accommodation. However, the reinstatement need not occur until the third business day following the staff member's notification of their ability to return to work.

Fitness For Duty Certification

If leave is due to the staff member's serious health condition, they must present certification to return to work to their supervisor upon returning to work. The staff member's principal attending physician must complete the certification. The certification must indicate that the staff member has been released to return to work. It must also specify any physical or other limitation on the staff member's ability to perform regular or other duties and the duration of the limitations. No certification will be required when the staff member returns from intermittent leave, except as otherwise permitted or required by the Americans With Disabilities Act of 1990.

The certification will be limited to the particular health condition that caused the staff member's need for leave, except as otherwise permitted by the Americans With Disabilities Act of 1990. If the staff member is an "individual with a disability" within the meaning of the ADA, any fitness-for-duty physical examination or inquiry by the District will be job-related and consistent with business necessity.

Reinstatement may be delayed until the staff member submits the certification. Under such circumstances, if the staff member does not promptly provide a certification or qualify for another leave of absence, the staff member may be disciplined, up to and including termination.

With the staff member's permission, the Board's healthcare provider may contact the staff member's healthcare provider to clarify and authenticate the certification, but no additional information may be requested or required, and the staff member's return to work may not be delayed while the contact is being made. No second or third fitness for duty certification may be required.

Confidentiality

All medical information relating to leave, whether written or verbal, shall be kept confidential to the maximum extent possible. All medical documents including, but not limited to, medical certifications and return-to-work statements must be maintained in confidential, secure files separate from personnel files.

No Discrimination

Leave under this policy will not be used as a negative factor in employment actions, such as hiring, promotions, disciplinary actions or under attendance policies.

Miscellaneous

The District Administrator may designate another administrator to perform their duties under this policy.

A staff member who fraudulently obtains leave under this policy is not protected by this policy's job restoration or maintenance of health benefits provisions.

The District Administrator shall see that the policy is posted properly.

The District Administrator shall provide a copy of the policy upon the request of a staff member.