

EMPLOYEE HANDBOOK

2023-2024 SCHOOL YEAR



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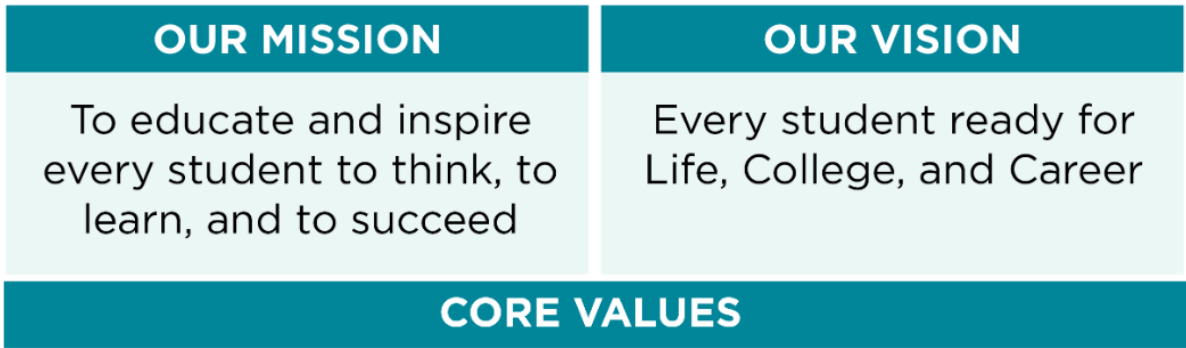
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Overview

The School District of Elmbrook values its world-class workforce and high levels of employee engagement. Elmbrook is a top-tier public school district committed to preparing all graduates to be college and career ready. With five elementary schools, two middle schools, one adaptive education school and two high schools, the Elmbrook Schools’ faculty and staff serve over 7,700 students and their families. The District strives to engage all learners by celebrating diversity, valuing cultural differences, and exploring unique learning needs. The District encourages and expects all of its faculty and staff to actively participate in making the District a better place to work and to assist in the continual pursuit of educational excellence.



The District’s strategy is organized into three strategic areas:

- A Great Place to Learn**
- A Great Place to Work**
- A Great School District**

Work-Life Balance Support

Elmbrook values its employees as the most important factor in the success of the District! To help employees be the healthiest and happiest possible, District leaders support a balance between employees' time allocated for work and time to enjoy other aspects of life, including pursuit of personal interests, family time, and social activities. When employees are not at work, District leaders encourage disconnecting from work to renew and re-energize.

Introduction

A. Employee Engagement and Communication

The District encourages and expects you to actively participate in making the District a better place to work. The District welcomes early identification of opportunities and challenges and mutual resolution of complaints. Employees may bring suggestions, observations, problems, or concerns to the attention of any Administrator without fear of retribution.

As an employee of the District, it is important for you to be informed of school and District plans, initiatives and key events. Information and opportunities for input are presented to employees in a variety of ways.

E-Mail – The primary method used to communicate timely District information to all employees. Employees are expected to check e-mail regularly and should note that use of the District's e-mail system must be in compliance with all District policies. Weekly District e-mail blasts are critical to the Elmbrook employee engagement strategy, and all employees are encouraged to become familiar with the information in those blasts.

Website – The staff portal presents timely news, announcements, calendar dates, and forms and documents. In addition, District department information is presented to provide a centralized source of information that is accessible to all employees.

Stakeholder Engagement – Throughout the year, employees are presented with a variety of opportunities to engage and provide input on key initiatives. This may be in the form of participation on school or District committees or teams, listening sessions, employee roundtables, focus groups, or stakeholder surveys. The District values input and feedback from all stakeholders, and employees are encouraged to take advantage of these opportunities.

Bulletin Boards – Bulletins boards are strategically located throughout the District to provide federal and state postings as well as other required notices and information. The District shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. All distributed and posted materials shall always be professional in approach; shall not contain any derogatory comments about staff, parents, students, or board members; and shall not be in contravention of any District policy or law. The District Administrator will be provided a copy of all posted material at the time of the posting. The District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

Employee Roundtables-Routine employee roundtables provide one of many opportunities for employees to exchange ideas regarding employment.

B. Non-Discrimination Notice

No person shall be denied admission to any public school in the District or be denied participation

in, be denied the benefits of, or be discriminated against in any curricular, co-curricular, pupil services, recreational, or other program or activity because of the person's gender; race; religion; national origin; ancestry; creed; pregnancy; marital or parental status; sexual orientation; or physical, mental, emotional, or learning disability.

The District encourages informal resolution of complaints under this policy. However, if any person believes that the District or any part of the school organization has failed to follow the law and rules of Wis. Stats. 118.13, and PI 9, Wis. Admin. Code, or in some way discriminates against persons on the bases listed above, he/she may bring or send a written complaint to the following address: Assistant Superintendent for Teaching and Learning, School District of Elmbrook, 3555 N. Calhoun Road, Brookfield, Wisconsin. *See Board Policy 6005 Equality of Educational Opportunity - Pupil Nondiscrimination/Anti-Harassment.*

C. Purpose of the Employee Handbook

The School District of Elmbrook's (the "District" or "Elmbrook") employee handbook ("Handbook") has been prepared for informational purposes only. It is intended to provide teachers and other staff members with information regarding wages and benefits, certain policies and procedures, and rules and regulations.

The policies, procedures, and information described in this Handbook are not conditions of employment. This Handbook does not create an express or implied contract between the District and any of its employees.

The provisions set forth in this Handbook may be altered, modified, changed, or eliminated at any time by public action of the Board of Education ("Board"). Any modifications to the Handbook will be reflected in the public Handbook document available to employees. This Handbook supersedes any and all previous handbooks, statements, policies, procedures, rules, or regulations given to District employees, whether written or verbal. It is the responsibility of each employee to become familiar with the provisions contained in this Handbook as well as all applicable Board policies.

Employees with an individual contract for employment or who are covered by a collective bargaining agreement are subject to the provisions of this Handbook that are not covered in the individual employment contract or collective bargaining agreement. If there is a conflict between this Handbook and the terms of the individual employment contract or the collective bargaining agreement, the terms of the individual employment contract or collective bargaining agreement will apply.

The Handbook will be reviewed at least annually (May/June) by the Board and modified, as necessary, to meet the needs of the District and its employees.

This Handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations, and standards of the District; however, this Handbook should not be considered all-inclusive. Copies of Board Policies and Administrative Regulations are available on the District's website at www.elmbrookschools.org. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations including, but not limited by enumeration to, the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code, and the policies of the Board.

This Handbook is subservient to, and does not supersede, the provisions set forth in District policies.

D. Employee Classification and Definitions as Used in this Handbook

1. “Administrative Employees” are defined as persons who are required to have a contract under section 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
2. “Casual Employees” are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
3. “Discipline” is defined as any employment action that results in corrective action, such as a verbal warning, written warning, suspension with or without pay, or termination of employment.
4. “Regular Employees” are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
 - a. “Regular full-time employees” work forty (40) or more hours per week for a school year or more per year.
 - b. “Regular part-time employees” work a school year or more, but less than forty (40) hours per week for a school year or more per year.
 - c. A regular full-time or regular part-time employee does not include casual, substitute, or temporary employees as defined in this section.
 - d. ACA Full-time Employee: For group health insurance eligibility only, a full-time, (ACA-FT), employee is defined as one who works thirty (30) or more hours per week for a school year.
5. “Seasonal employees” are those employees who are hired to work for the District outside of the student instructional calendar.
 - a. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
 - b. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
6. “Termination” is defined as an involuntary discharge involving the termination of employment of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include, for instance, voluntary retirement, voluntary resignation, and nonrenewal of contract under section 118.22, Wis. Stats. or section 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.
7. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:
 - a. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
 - b. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions).
 - c. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
 - d. The individual(s) filing the grievance must propose a specific remedy.
 - e. The issue and proposed remedy must be under the reasonable control of the District.

1. Management Rights

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

- A. Direct all operations of the District;
- B. Establish and require observance of reasonable work rules and schedules;
- C. Hire, promote, transfer, schedule, and assign employees in positions within the District;
- D. Suspend, discharge, and take other disciplinary action against employees;
- E. Relieve employees from their duties because of lack of work or any other legitimate reason;
- F. Maintain efficiency of District operations;
- G. Take any action necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
- H. Introduce new or improved methods or facilities;
- I. Select employees, establish quality standards, and evaluate employee performance;
- J. Determine the methods, means, and personnel by which school system operations are to be conducted;
- K. Take any action necessary to carry out the functions of the school system in situations of emergency;
- L. Determine the educational policies of the District; and
- M. Contract out for goods and services.

Sole Basis

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

2. General Employment Practices and Expectations

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

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

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

A. Professional Responsibilities

The District is committed to the highest professional standards and fosters a culture of integrity and accountability. A physically and emotionally safe environment is essential for learning to occur. Respect and understanding of one another are the foundations of an effective learning environment. Collaboration and cooperation enhance student achievement. High expectations combined with a positive, caring environment motivate people to strive for excellence.

To promote the best possible learning organization and to ensure orderly operations, the Board expects employees to conduct themselves in keeping with the following parameters:

1. Develop effective communication and professional relationships with students, staff, and parents.
2. Uphold the dignity and decorum of your position in every way.
3. Maintain professional appearance including dressing appropriately for position and duties.
4. Maintain the confidentiality of information as prescribed by state and federal law.
5. Avoid conflict-of-interest situations and refrain from accepting any gift, fee, free services, or anything of value, for or because of, any act performed or withheld in the performance of duties.
6. Use school property only for officially authorized activities.
7. When acting as an official representative of the District in the presentation of papers, talks, or demonstrations, refrain from soliciting or accepting fees, honoraria, or reimbursement of expenses for personal gain when services are performed on school time.
8. Appropriately respond to and report any incidents, which jeopardize student or employee safety.
9. Uphold state and federal laws and Board policies applicable to the performance of responsibilities.

B. Child Abuse Reporting – Policy 5142.1

Any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall contact the appropriate county department of

human services (i.e., Waukesha or Milwaukee-determined by county of primary residence) on the same day the suspected abuse or neglect is reported. Please see Board Policy 5142.1 - Child Abuse and Neglect for more guidance on this topic.

C. Appropriate Use of Technology – Policy 4511

Staff technology use is detailed in District Policy 4511 and staff are held accountable to all expectations set forth in the policy. These expectations include purposeful use, electronic communication, and installation of third-party content, use of personal devices, internet filtering, and legal guidelines.

D. Appropriate Use of Social Media – Policy 1114

The District recognizes that effective communication is a vital aspect to ensure staff, students, families and the community are engaged, can be heard, and support the District's mission. Social media can serve as a powerful tool to provide efficient and easy interaction with school families that enhances the community's ability to access information about the District and its programs, activities and events. The purpose of this policy is to facilitate the effective use of social media to further the educational goals of the District while ensuring the proper safeguards.

Definitions

- A. Social Media. Social media includes the various online technology tools that allow interactive communication over the Internet to share information and resources including, but not limited to, social networks, blogs, internet websites, internet forums and wikis and can include text, audio, video, images, podcasts and other multimedia communications.
- B. District-Sponsored Social Media Site. A District-sponsored social media site shall refer to social media sites that are District approved and related to the District or its schools, activities, programs or departments; designed to address reasonable instructional, educational, co-curricular or other District program matters; and used for official District purposes.
- C. Personal Social Media Site. A personal social media site shall refer to social media sites that are not District approved or District- or school-related and are established for the personal use of a staff member or student.

Approval, Creation and Oversight of District-Sponsored Social Media Sites

All District employees or groups should obtain the approval of their school or department administrator or his or her designee prior to establishing a District-sponsored social media site.

- A. All non-school based District-sponsored social media sites should have a reasonable relationship to the mission of the District and the function of the office or position creating the site.
- B. To the extent possible based on the social media site being used, applicable administrators or their designees should be given separate administrator rights providing limited access to the District-sponsored social media sites established by District employees. No less than two individuals shall be designated as the administrators for each District-sponsored social media site, one of which shall be a school or department administrator or his or her designee.
- C. No District student or non-District employee shall be given administrator rights to a District-sponsored social media site. Nothing in this policy is intended to prohibit allowing students

to assist the social media administrator with District-sponsored social media sites provided such students are under the direct supervision of a District employee.

- D. When possible, only District email addresses should be used when establishing District-sponsored social media sites.
- E. An email signature is an opportunity to provide contact information to email recipients. These expectations are guided by the District's Appropriate Technology Use Policy.

Expectations:

- Include only information related to specific job title/duties.
- Personal email addresses, personal information or other personal contact details should not be included.
- Personal social media information as defined in Board Policy 1114, personal philosophies, phrases, quotes, and /or slogans should not be included.
- Per policy, staff are not permitted to use their signature for personal gain or to promote a personal business.
- Content that is religious or political in nature is prohibited.
- Any hyperlinks provided must be directly related to School District operations and be supervisor approved.

District-sponsored social media sites shall be established using applications that have been approved for use by the District. Only applications that are compatible with the District's obligations under state and federal law, best interests and sound business practices and which the District is able to comply with the application's license and user agreement will be approved for use.

Acceptable Use

- A. A District-sponsored social media site may be used to promote District- and school-related programs, activities and events, as well as to provide information related to the District and/or its schools including, but not limited to, events, schedules, meetings, community concerns and time-sensitive matters.
- B. At the discretion of the Superintendent or his/her designee, the District may choose to use its social media site(s) to include District announcements of the activities and accomplishments of any groups that have been organized primarily to support a school-related purpose, such as parent-teacher organizations or booster clubs, provided that the same standards are applied to all such groups when similarly situated.

Prohibited Use

- A. Non-school events, activities or accomplishments of third-party groups or organizations that are not organized primarily to support a school-related purpose or do not support the District's mission shall not be advertised or promoted through any District-sponsored social media site(s). This does not prohibit the advertising or promotion of events, activities or accomplishments of staff and students as recognized by third-party groups or organizations.
- B. No individual subject to this policy or acting as an agent of the District shall establish any account, site, page, blog or other similar presence on a third-party website or on any other third-party electronic social media application that purports to represent, or that a member of the public likely would reasonably believe represents, an official or authorized account, site, page, blog or other similar presence of the full Board, the District, any District school or any District-sponsored program or activity (e.g., athletic teams).

- C. Any District-sponsored social media site that may be established shall not serve as a public forum (*e.g.*, is not open to all expression) or limited or designated forum (*e.g.*, is not a forum set aside by the District) for the public's expression or posting of opinions, concerns, beliefs or other information.
- D. Social media shall not be used to circumvent other District communication policies and procedures.
- E. No District social media site shall be used to conduct private commercial transactions or engage in private business activities.
- F. Posts containing student information shall adhere to the District's policy and rule regarding maintaining and confidentiality of student records, and shall adhere to any parental/guardian request for opting out a student from such activity on file for each student.
- G. No information published on District-sponsored social media sites shall include:
 - 1. Confidential information about students or staff;
 - 2. Copyright violations;
 - 3. Profanity, racist, sexist or derogatory content or comments;
 - 4. Partisan political views; or
 - 5. Commercial endorsements or spam.
- H. A District-sponsored social media site established through this policy shall not be relied upon to establish compliance with the requirements for giving public notice of Board meetings or the meetings of other governmental bodies that fall under the purview of the Board or District. Any notice of such meetings that may be provided through a District-sponsored social media site shall be considered exclusively supplemental in nature.

E. Appropriate Use of District Funds and Assets

Employees are expected to adhere to all internal controls that ensure the appropriate use of District funds. The District prohibits fraud and financial impropriety in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District. Fraud and financial impropriety includes but is not limited to the following:

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

10. Failure to provide financial records required by state or local entities;
11. Failure to disclose conflicts of interest as required by law or District policy;
12. Disposing of District property for personal gain or benefit; and
13. Any other dishonest act regarding the finances of the District.

Any person who suspects fraud or financial impropriety in the District is expected to report the suspicions immediately to any supervisor, the Superintendent/designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions is expected to set an example of honest and ethical behavior and is expected to actively monitor his/ her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee will unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. Please see the section on employee (whistle-blower) protection of this Handbook for more guidance in this area.

If an employee is found to have committed fraud or financial impropriety, the Superintendent/designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, or Superintendent/designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

F. Staff Code of Ethics - Policy 4116

The Board believes an effective educational program requires the services of individuals with integrity, high ideals, and human understanding.

All employees are expected to accept responsibility for their conduct and to understand that their conduct may be regarded as representative of the District. Employees are required to abide by a standard of conduct that models good citizenship and to be examples of self-discipline for students, parents, and the community. Individuals are required at all times to avoid behavior that may cause them to lose the respect of students, parents, and the community. Further, staff members are expected to conduct themselves in a manner that will not conflict with local, state, or federal laws.

All employees are expected to maintain high standards in their relationships including but not limited to the following:

1. Placement of the education of children as the first concern of the District;
2. Maintenance of just and courteous professional relationships with students, parents, staff members, and others;
3. Maintenance of their own efficiency and knowledge of the developments in their fields of work;
4. Maintenance, respect, and compliance with state and federal laws to protect information concerning students, families, staff, and District matters;
5. The transaction of all official business with the properly designated authorities of the District, while ensuring the confidentiality of privileged information as appropriate;
6. Establishment of a friendly and cooperative relationship between the community and the District;

7. Establishment of a respectful, individual, and collaborative effort to support District goals, Board policies and procedures, and the education of our students;
8. Restraint from using their position to promote partisan politics, sectarian religious views, or selfish propaganda of any kind, or for personal, monetary, or non-monetary gain;
9. The establishment and maintenance of a culture that seeks to continually improve the education and welfare of our students (*This requires assessment of both the strengths and weaknesses of our current practices and the willingness to seek improvement with the staff members directly involved. The purpose of sharing the information is to improve services to our students within an atmosphere of support, honesty, and professionalism.*);
10. Proper use and protection of all District properties, equipment, and materials;
11. Adherence to all ethical standards for public employees and officials required by state law;
12. Knowledge of and adherence to District policies in areas related to their employment responsibilities;
13. Factual accuracy on any official District documents (e.g., time sheets, job applications, student records, etc.); and
14. Requirement to restrain from outside employment that would impair the ability to execute employment responsibilities.

Failure to adhere to this Code of Ethics will result in action appropriate to the infraction.

G. Work Made for Hire/Intellectual Property – Policy 4512

Any work prepared by an employee within the scope of his/her employment (e.g., lesson plans, staff development presentations, curriculum units of study, or tests) is owned by the District. Under federal copyright laws, this is called “work made for hire.” An employee with questions regarding ownership or copyrights on materials prepared within the scope of his/her employment should consult with his/her supervisor.

Intellectual Property includes, without limitation, any invention, design, formula, discovery, improvement, copyrightable work, computer program, curriculum, logo, and slogan. Intellectual property also specifically includes individual or multimedia works of art or music, websites, URLs, databases, graphics, digital images, video and audio recordings, live video or audio broadcasts, performances, musical compositions, and film.

Invention is a general term, which includes computer software, electronically created instructional materials, general instructional materials, electronic textbooks, etc.

Creator means the individual or group of individuals who invented, authored or were otherwise responsible for the creation of the intellectual property.

Ownership The District shall own the Intellectual Property created or developed in any of the following circumstances:

1. The District requests that an employee create a specified work or the work is created as an assigned duty. An assigned duty is narrower than “scope of employment” and does not include a general obligation to develop curriculum materials. Rather, a District request or assigned duty could include, by way of example, a summer curriculum project, drafting of an article for a publication, or the creation of a computer program. The aforementioned examples are set forth solely to provide clarity, and shall not be construed in any way as limiting or restricting the District’s ownership in a specified work or work created as an assigned duty.

2. The Creator, or other person(s) with authority, has voluntarily transferred the Copyright. Such transfer shall be in written form signed by the Creator or other person(s) with the authority to transfer the Copyright.
3. Requires significant District resources during the course of a semester. Significant resources involve one or more of the following:
 - a. The procurement of special supplies, services, equipment, or other support by the District;
 - b. Constitutes more than ten percent (10%) of the normal duty time, as determined by the District, of any administrator or other employee in any semester; or
 - c. Involves release or reassigned time.

Staff are strongly encouraged to bring any concerns or questions regarding ownership interests to the District's Chief Strategy Officer. Where appropriate, the District and individual staff members may enter into a separate written agreement to clarify such ownership interests before or after the creation or development of Intellectual Property.

Material created for classroom instruction and department programs, such as, syllabi, assignments, lesson plans and tests shall remain the property of the Creator, provided, however, that the District shall receive and/or retain a nonexclusive right to use such material for internal instructional, educational, and administrative purposes. This means the District may store and reuse these intellectual objects for the purpose and benefit of current and future District students; however, the District may not repurpose or sell these objects or content to a third party.

In the agreement transferring Copyright for such works to a publisher, Creators are urged to provide rights for the District to use such works for internal instructional, educational, and administrative purposes.

The District Administrator is authorized to negotiate with third party vendors, appropriate agencies, or individuals, including staff members, for the production and distribution of products with commercial appeal. Such negotiations will include fair and appropriate compensation, including the sharing of royalties, for those vendors, agencies, or individuals, including staff members, who developed the products. Third-party vendor agreements will be developed on a case-by-case basis with an understanding that the proprietary rights of the vendor may necessarily supersede those of the District.

3. Employment Status

A. At-Will Statement

Unless an employee is bound by a written employment contract signed and approved by the District, the District follows an employment-at-will policy, such that either the employee or the District can terminate the employment relationship at any time, with or without notice. The Board requests that an employee provide at least fourteen calendar days' notice of intent to terminate his/her employment with the District. Should fourteen calendar days' notice not be given, the employee may be considered "non-rehire able" due to a failure to give proper notice.

B. Non-Elmbrook Employment

The Board considers that, when all employees are performing their duties within the District, for those employees who work twenty (20) or more hours per week during the school year, these duties should be considered as their primary responsibility. Outside activities or other employment should not interfere with an employee's ability to carry out his/her job responsibilities in an acceptable manner.

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the District. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned duties as determined by the District. Employees will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will employees use any District facilities, equipment, or materials in performing outside work.

C. Severance from Employment

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

1. Termination pursuant to the terms of this Handbook and the employee's individual contract [if any];
2. Voluntary resignation;
3. Retirement;
4. Nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes]; or
5. Failure to return to work the day following the expiration of an authorized leave of absence; and
6. Job abandonment – an absence is considered a no call/no show if it is more than two hours past the scheduled start of an employee's shift and the employee has not contacted the supervisor or arrived for his/her scheduled shift. In most circumstances, when a third no call/no show incident occurs within a school year, it will result in the resignation of the employee due to job abandonment. The employee will be notified that his/her position is considered abandoned and that he/she is being treated as having resigned.

D. Reduction in Force/Layoffs

When reductions in force and/or layoffs are necessary, the District will make decisions based on its needs. These decisions may be based on, but not limited to, job performance and/or building/facility needs. In the event of a workforce reduction, the District will give at least a 30-day notice prior to the effective date. The District reserves the right to determine eligibility for recall.

E. Resignations

All employees are required to submit to their immediate supervisor/principal and the Human Resources Office written notice of their intent to terminate employment with the District. Such notice should be received a minimum of two (2) weeks in advance of the anticipated termination date. Employees who do not provide a minimum of two (2) weeks advance notice shall not be eligible for rehire.

F. Representation

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the District shall advise the employee of his or her right to representation prior to the meeting. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District for a reasonable period of time, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the workplace if immediate action is required.

G. Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material as stipulated in Section §103.13, WI Stats.

H. Vacancies and Transfers

Job Posting

1. When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of five (5) working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the District's website and on the staff bulletin boards at the sites. The notice shall include the date of posting, the job requirements, a description of the position available, the tentative work hours of the position, the rate of pay for the position, and the qualifications required for the position.
2. New support staff are not eligible to apply for a different position during the first school year of employment. Administration reserves the right to transfer new staff into a different position at any time.

Interviews

An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position and, if qualified, may be awarded the position. An employee may not apply for vacancies during his/her first school year of employment.

Selection of Most Qualified Applicant

The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position.

Involuntary Transfers

When the District determines that an involuntary transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position, the District reserves the right to transfer an employee in the District qualified for the position.

4. Hiring Policies and Employee Expectations

A. Equal Opportunity Employment – Policy 4100

In accordance with Board Policy 4100, no person may be illegally discriminated against in employment by reason of their age; race; religion; creed; color; disability; pregnancy; marital status; sex; citizenship; national origin; ancestry; sexual orientation; arrest record; conviction record; military service; membership in the National Guard, state defense force, or any other reserve component of the military forces of Wisconsin or the United States; political or religious affiliation; use or nonuse of lawful products off the employer's premises during nonworking hours; declining to attend a meeting or to participate in any communication about religious matters or political matters; the authorized use of family or medical leave or worker's compensation benefits; genetic information; or any other factor prohibited by state or federal law.

The District complies fully with all requirements of the Americans with Disabilities Act, as amended, (ADAAA). The District does not discriminate against any applicant or employee in hiring or the terms, conditions, and privileges of employment due to a physical or mental disability. The District will make reasonable accommodations for known disabilities of qualified applicants or employees to enable them to perform the essential functions of the job, unless such accommodations would impose an undue hardship on the District or endanger the health or safety of our employees.

If an accommodation for workplace accessibility or usability to perform essential job duties, to participate in District-sponsored programs and activities, or if alternative accessible formats for communications or emergency treatment or emergency evacuation assistance is needed, a request should be submitted to a supervisor or the Human Resources Office.

The District treats all accommodation requests and related information as confidential. All information about any disability or medical condition will be used only as permitted by law.

Equal Opportunity Complaints

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District under *PS 4100.0 - Equal Employment Opportunity*.

B. Substance and Drug-Free Workplace - Policy 4415

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

1. Prohibited Acts - Drugs and Alcohol

The manufacture, distribution, dispensation, possession, use of, or presence under the influence of alcohol, inhalants, controlled substances, or substances represented to be such, or unauthorized prescription medication, is prohibited on District premises or at District activities. Employees of the District shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on District premises or while responsible for chaperoning students on District-sponsored trips. Employees who possess, use, or distribute any illicit drug or alcoholic beverage on District premises, or while responsible for chaperoning students on a District-sponsored trip, may be disciplined up to and including termination of employment. All employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. See Policies 4415.

2. Tobacco Products

Employees shall not use tobacco products on District premises, in District vehicles, or in the presence of students at school or school-related activities. Employees who violate this

policy will be subject to disciplinary action up to and including termination from employment. § 120.12(20), Wis. Stats.

3. Drug-Free Awareness Program

The District shall distribute drug-free awareness information to employees regarding the dangers of drug abuse in the workplace; the District's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, or employee assistance abuse programs; and the penalties that may be imposed upon employees for drug-abuse violations. 41 U.S.C. § 702(a) (1)).

4. Reasonable Suspicion Testing

All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Refusal to consent to testing will result in disciplinary action up to and including termination of employment.

5. Violations of the Drug-Free Workplace Policy

Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline, or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District's policies and rules is mandatory and is a condition of employment. Additional actions may result for employees engaged in the performance of duties under a federal grant.

C. Conflict Of Interest/Supervisory Nepotism - Policy 4430

No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated.

No person employed by the District shall use his/her position to exercise any individual discretionary authority or participate in the recommendation of the appointment, termination of employment, promotion, demotion, evaluation, discipline, or recommendation of salary adjustments over any member of his/her immediate family who is also an employee of the District. For the purposes of this policy, immediate family means spouse, father, mother, brother, sister, son, or daughter.

For further details to expectations please See Wis. Stats. § 946.13(1)(a) and (b). Please also see Board Policy 4430 - Conflict of Interest for more information.

D. District Property

The District may supply employees with equipment or supplies to assist the employee in performing their job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including but not limited by enumeration: employee identification badges and the key (or key fob) for building entry. District equipment borrowed for short-term use should be returned the first workday after project completion.

E. Copyright – Policy 6163.2

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both school and home settings. Infringement on copyrighted material of any kind is a serious offense against federal law, a violation of Board policy, and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be

conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as “fair use” under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the Chief Strategy Officer and Board Policy 6163.2 – Copyright.

F. Professional Responsibilities

Education and teaching is a professional occupation. The professional staff is expected to be with students for their supervision and instruction and to be present at those times needed to carry out their professional responsibilities. Educational and other professional requirements may make it necessary for occasional changes to the school calendar, building schedule, or normal start and end time of the day. The District will give as much notice as possible before any of these changes are made.

G. School Calendar/School Closings

State law determines the number of student minutes each school year. In addition, the District requires instructional employees to work several days each year when students are not present, including days for professional development, parent/teacher conferences, staff meetings, and in-services. The District will continue to develop school calendars collaboratively to ensure that both student needs and staff development requirements are met. Arrangements for make-up days will be made by the Superintendent.

1. School Closings

In the event school(s) or the District offices must be closed due to inclement weather or unforeseen circumstances staff not assigned to perform essential safety functions who have not otherwise been informed they must report to work, should have no expectation of compensation for work not performed unless permission to work from home is granted by the supervisor. Individuals eligible for paid leave with the district may be allowed to use certain types of paid leave in lieu of the day(s) closed, but only at the District’s discretion.

An individual who has been approved for paid time off in advance of the school closing announcement, will be paid in accordance with the time off approved and the approved time off will subsequently be deducted from the individual’s leave bank per standard practice.

The professional integrity of the District staff and the ability for administrators to work anytime and anywhere offers the District the flexibility to support a work-from-home option whenever school is closed. Teachers will work-from-home when school is closed, instructing virtually when the day is designated as a virtual instruction day and performing other professional work remotely on days when virtual instruction is not scheduled.

To ensure the readiness of our buildings and allow staff the option to work at school should they choose to do so, essential custodial and maintenance staff will still be expected to report to work when school is closed. Please see the school closing section of the District’s website for further details.

2. Full-Time Custodial and Maintenance Staff

In the event of a snow emergency or inclement weather days, employees are expected to report to their respective schools or buildings to fulfill their workday. Failure to report will result in a charge against paid leave, (vacation only) or a payroll deduction and will be subject to the District’s attendance policy.

3. When the District remains open during a pandemic emergency for which proof of immunization would be required to ensure the health and welfare of the employee, only those employees who have furnished acceptable proof of immunity will be permitted to report to work. Employees who are not permitted to report to work and do not have accrued time off

will not receive pay for days absent.

H. Confidentiality

Pupil information that District employees obtain as the result of their employment is confidential and protected by law, unless such information has been designated as pupil directory data as set forth in Board Policy 5125, Student Records. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate Administrator. Sharing, removal, or destruction of confidential District information may result in disciplinary action up to and including termination of employment.

I. Personnel – Student Relations

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall at all times maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature, (verbal or physical), directed toward a student, including but not limited to, sexual advances, activities involving sexual innuendo, requests for sexual favors, or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

J. Weapons - Policy 5131.8

Weapons or imitation weapons of any kind are not permitted in any District facility, on any District grounds, on school buses, or at any District-sponsored function. The only exceptions to this policy are weapons under the control of law enforcement personnel and inoperable or imitation weapons for District-sanctioned purposes, approved in advance by the building Principal.

A weapon shall include, but not be limited to, the following: firearms; knives; martial arts devices; explosive devices, including manufactured ammunition; chemical agents, including pepper spray; clubs; or any other device or instrumentality which, in the manner it is used or intended to be used, is calculated or likely to cause bodily harm. An imitation weapon shall include, but not be limited to, the following: toy guns, water guns if they resemble or are used as guns, poppers, caps, non-working replicas of weapons, cap guns, pocketknives, and manufactured ammunition that has been used (spent shell casings).

Any person, other than a student, who is suspected of possession of a weapon in any District facility, on any District grounds, on school buses, or at any District-sponsored function, shall be reported immediately to the appropriate law enforcement officials. The District will also pursue filing an appropriate complaint.

K. Violence in the Workplace

1. Expectations

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

2. Definitions as Used Under this Section:

- a. Workplace Violence: Behavior in which an employee, former employee, contractor, or visitor to the workplace inflicts or threatens to inflict damage to property, serious harm, injury, or death to others at the District or under the direct supervision of the District.
- b. Threat: A communicated intent to inflict physical or other harm on any person or property.
- c. Intimidation: Behavior or communication that comprises coercion, extortion, duress, or putting in fear.
- d. Court Order: An order by a court that specifies and/or restricts the behavior of an individual. Court orders may be issued in matters involving domestic violence, stalking, or harassment, among other types of protective orders, including temporary restraining orders.

3. Prohibited Behavior

Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor, or visitor:

- a. Assault or battery;
- b. Blatant or intentional disregard for the safety or well-being of others;
- c. Commission of a violent felony or misdemeanor;
- d. Dangerous or threatening horseplay or roughhousing;
- e. Direct threats or physical intimidation;
- f. Loud, disruptive, profane, or obscene language or gestures that are clearly not part of the typical District learning environment;
- g. Physical restraint or confinement;
- h. Possession of weapons of any kind on District property;
- i. Stalking; or
- j. Any other act that a reasonable person would perceive as constituting a threat of violence.

4. Reporting Procedure

An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall immediately report the incident to local law enforcement, if appropriate and/or the appropriate supervisor/designee.

An employee who has received a restraining order, temporary or permanent, against an individual who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

5. Investigation and Investigation Findings

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

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

L. Staff Use of Force to Maintain Student Discipline – Policy 5144 Discipline & 5131.1 Classroom Code of Conduct

The use of corporal punishment with students for disciplinary purposes is prohibited. “Corporal punishment” means the intentional infliction of physical pain that is used as a means of discipline. “Corporal punishment” includes, but is not limited to, paddling, slapping or prolonged maintenance of physically painful positions, when used as a means of discipline. “Corporal punishment” does not include actions consistent with an individualized education program or reasonable physical activities associated with athletic training.

Staff may use reasonable and necessary force for the purpose of self-defense or the defense of others under § 939.48 Wis. Stat. for the protection of property under § 939.49 Wis. Stat.; to remove a disruptive student from a school premises or motor vehicle, or from a District-sponsored activity; to prevent a student from inflicting harm on himself or herself; or to protect the safety of others. Staff may use incidental, minor, or reasonable physical contact designed to maintain order and control.

Staff is prohibited from conducting a strip search of any student.

Seclusion and Physical Restraint of Students

Staff is prohibited from using seclusion or physical restraint as a means to discipline students or control student conduct except where authorized in advance by an Administrator and then only in a manner consistent with state law (§ 118.305 Wis. Stat.). “Seclusion” means the involuntary confinement of a student, apart from other students, in a room or area from which the student is physically prevented from leaving. “Physical restraint” means a restriction that immobilizes or reduces the ability of a student to freely move his or her torso, arms, legs, or head.

Physical restraint, when necessary, should only be used by an employee who has received training in the use of physical restraint as required by state law. Staff who have not received training in the use of physical restraint may use physical restraint on a student at school only in an emergency and only if staff trained in the use of physical restraint are not immediately available due to the unforeseen nature of the emergency.

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

- Directing a student who is disruptive to temporarily separate him or herself from the general activity in the classroom to allow the student to regain behavioral control and staff to maintain or regain classroom order.
- Directing a student to temporarily remain in the classroom to complete tasks while other students participate in activities outside the classroom.
- Briefly touching or holding a student’s hand, arm, shoulder, or back to calm, comfort, or redirect the student.

See Board Policy 5144 –Discipline and 5131.1 – Classroom Code of Conduct for further details.

M. Employee Identification Badges

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

N. Uniforms, Protective Clothing and Tools

All custodial employees of the District may, at the discretion of the District, be required to wear a District-approved uniform while on the job. The uniforms may consist of a combination of jackets, hats, gloves, work shirts, work pants, work shorts, sweatshirts, etc. The District will furnish new

uniforms on a schedule established by the District. All employees are required to clean and maintain their work shirts and work pants in good repair. The District will determine a supplier of uniforms and employees shall place their respective orders through this supplier. The style, color, and type of fabric for uniforms will be determined by the District.

O. Political Activity

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

1. No District employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employees are otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics.
2. During established hours of employment or while employees are engaged in their official duties, no employees or other persons may solicit or receive from employees any contributions or services for any political purpose, where a “political purpose” includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office, or facility to request, make, or receive contributions for political purposes.
3. No District employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District’s policies regarding facilities use by third parties.
4. No District employee shall make use of District equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
5. This section does not apply to the provision of information by employees in connection with any election, referendum, or legislation where authorized by the Board or an Administrator and where consistent with legal limitations on the use of public funds and District resources.

P. Personnel Files

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

Q. Performance Evaluations – Support Staff

Each employee will be evaluated in each of the first two (2) years of employment and then every other year thereafter. The evaluation cycle may be adjusted at the District’s discretion.

An Intensive Support Plan is the supervision and evaluation procedure applied to staff members

whose performance have not met expectations as of the most recent summative evaluation conference or whose performance is deemed to be not meeting expectations. Intensive Support Plans are designed to improve the overall performance of a staff member whose overall performance has not met expectations. Staff who are on an Intensive Support Plan at the end of the school year, or who are being notified at the end of the school year of placement on a support plan for the start of the following year, are not eligible for wage or salary adjustments for the following school year. Contributions normally made to the employee's HRA account will be suspended.

R. Professional Development – Support Staff

The District is committed to supporting each employee's professional growth and development and providing appropriate in-service activities. Some activities may be voluntary and others may be mandatory, and some may take place during work time while others may be offered during nonwork time. If mandatory in-service activities take place during nonworking time, employee shall be compensated at their regular hourly rate up to 40 hours per week. Time and one-half pay shall be provided after 40 hours per work for those employees normally eligible for overtime compensation. Attendance at conventions, conferences, and workshops in each special field may be granted and appropriate fees paid, contingent on prior approval by the employees' supervisor, the Human Resources Office, and budget considerations.

Support staff who participate in approved professional development activities scheduled during summer months shall receive their own applicable rate of pay.

5. Violations Reporting and Investigations

A. Harassment – Policy 4405

The District is firmly committed to prohibiting harassment in the work place and providing a working environment that is free from harassment wherein every employee and applicant is treated with courtesy, respect and dignity. Federal and state laws prohibit discrimination because of age, race, color, creed or religion, sex, sexual orientation, marital status, disability, national origin, citizenship status, veteran status, membership in the National Guard, State defense or reserves, arrest records/conviction record, use or nonuse of lawful products off the employer's premises during non-working hours, ancestry, pregnancy, political affiliation, genetic information, military service, declining to attend a meeting or participate in any communication about religious or political matters, authorized use of family or medical leave or worker's compensation benefits, or any other category protected by state or federal law in all employment practices, including terms, conditions, and privileges of employment. Exceptions to this policy may only be made in accordance with state and federal laws.

If employees have witnessed or believe they have been subject to any harassment based upon any of these practical protected categories, they must immediately report the harassment to their immediate supervisor or the District's Office of Human Resources. If, for any reason, the employee feels their immediate supervisor and/or the Office of Human Resources cannot be responsive to a possible violation of this policy, the employee may contact the Superintendent directly.

The District will immediately investigate complaints and take all appropriate action that may be necessary. Employees who register complaints with Human Resources using the Harassment Occurrence Form (Practice Statement 4405.0) or make reports of harassment may request that their complaints or reports be made in confidence. A report of harassment and the subsequent investigation will be handled confidentially, to the extent possible. Information will not be released by the District unless required by law or if necessary for the purpose of taking corrective action.

Definition of Sexual Harassment

Pursuant to Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as conduct on the basis of sex that satisfies one or more of the following:

- A. A school employee conditioning education benefits on participation in unwelcome sexual conduct (i.e. quid pro quo); or
- B. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or
- C. Sexual assault, dating violence, domestic violence, or stalking.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations;
- B. Physical and/or sexual assault;
- C. Verbal harassment: This includes, but is not limited to, discussing sexual activity, commenting about an individual's body or appearance where such comments go beyond mere courtesy, telling "sexual jokes" or any other tasteless sexual-oriented comments, innuendoes, gestures or actions that may offend others.

- D. Display of inappropriate gestures or sexually graphic or illicit materials: This includes, but is not limited to, photographs, drawings, movies, videos, websites, posters and so forth, regardless of their form.
- E. Engaging in sexual activity: This includes, but is not limited to, subtle or blatant expectations, pressures or requests for any type of sexual favor, which may or may not be accompanied by an implied, stated promise of preferential treatment or threat of negative consequences.
- F. Unwelcome physical contact: This includes, but is not limited to, inappropriate touching, patting, pinching, hugging, intentionally brushing against another's body, pulling at another's clothing or forcing another to a wall or corner through body position or movement.

Any person who engages in any form of harassment under this policy or any act of retaliation in violation of this policy is subject to disciplinary action, up to and including discharge from employment.

Policy Implementation

- A. Employee Responsibility: Employees who believe they have been subjected to harassment should attempt to confront whomever is doing the harassing. State politely, but firmly, how you feel about his/her actions and request that the person cease harassing you immediately. If the harassment continues, or if it is believed that some employment consequences may result from your confrontation, or if an incident is known to an employee, it is the employee's responsibility to bring it to the immediate attention of the immediate supervisor or to the Office of Human Resources. Because of the sensitive nature of harassment complaints, the Office of Human Resources will investigate the complaint with particular care and will keep the complaint, to the extent possible, strictly confidential. No information regarding the initial report or the investigation will be released by the District unless required by law or if necessary for the purpose of taking corrective action.

The District forbids retaliation against anyone who reports any incident of harassment.

Employees alleging sexual harassment are directed to follow the procedures set forth in Board Policy 5150, Title IX Sexual Harassment.

- B. Management Responsibility: Every employee of the District is responsible for ensuring that no harassment occurs within his/her area of authority. Any complaint of harassment should receive immediate attention and should be reported to the Office of Human Resources.

In no event will information concerning a complaint be released by the District to third parties (the affected employee's family, the news media or prospective employers) or to anyone with the District who is not involved with the investigation. The purpose of this provision is to protect the confidentiality of the employee who files a complaint, to encourage the reporting of incidents, and to protect the reputation of anyone wrongfully charged with a harassment complaint.

The District also recognizes that false or fraudulent claims of harassment may be filed. The District will treat all harassment claims as valid unless and until the District's investigation reveals that the complaint was filed falsely, fraudulently or for an improper purpose. The District reserves the right to discipline any person filing a false or fraudulent claim of harassment or any District employee who retaliates against anyone reporting an

incident of harassment, with the discipline ranging from a warning to termination, depending upon the facts.

If the Office of Human Resources investigation reveals that the complaint is valid, prompt action designed to stop the harassment immediately and to prevent its recurrence will be taken, and may be reported to appropriate social service or law enforcement agencies as deemed necessary. Actions against individuals involved will depend upon the circumstances surrounding the incident.

B. Reporting Violations - Policy 4410 Whistleblower

It is the intent of the District to adhere to all laws and regulations that apply to the District. The support of all employees is necessary to achieving compliance with various laws and regulations. Employees are encouraged to report violations of federal, state, or municipal laws, rules, or regulations in writing to their immediate supervisor. Any employee who makes such a good-faith report shall not be subjected to disciplinary action or any other form of retaliation.

The District recognizes that false or fraudulent claims may be reported. The District will treat all reports as valid unless and until the District's investigation reveals that the complaint was filed falsely, fraudulently, or for an improper purpose and not in good faith. If the report is substantiated, appropriate corrective action, if warranted, will be applied to remedy any violation found. The District reserves the right to discipline any person knowingly filing a false or fraudulent claim, or any District employee who retaliates against anyone reporting a violation of federal, state, or municipal law, with the discipline ranging from a warning to termination, depending on the facts.

1. Complaint Procedure

If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with an Administrator or the Human Resources Office. If the complaint is about a practice or activity of the Administrator, the complaint must be filed with the Board President. Grievance Initiation, Grievance Appeal, and Harassment Complaint Forms are available on the Human Resources internal website.

2. Anti-Retaliation

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

C. Grievance Policy - 4606 Grievance Procedures

Any employee seeking to initiate a formal grievance regarding employee termination, employee discipline, or workplace safety issues should refer to Board Policy 4606 for specific details on the process and procedures.

D. Investigations

1. Cooperation

In the event of a District investigation or inquiry, District employees will be asked to provide to their supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for elsewhere in this policy.

2. Investigation Interplay with Potential Criminal Conduct

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

3. Administrative Leave

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

E. False Reports

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

F. Personal Property

1. Liability

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

2. Search of Personal Effects

Employees should have no expectation of privacy with respect to any item or document contained in plain view and/or stored in or on District owned property, which includes but is not limited to, automobiles parked on the District's property, items left on top of or within desks and cabinets, mailboxes, lockers, tables, shelves, or any other storage space in or out of the classroom, etc. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked. Items not in plain view and contained within personal property; e.g., purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

6. Requirements of Employment

A. Criminal Background Checks - Policy 4117

All offers of employment are conditional pending the results of a criminal background screen. The District does not discriminate based on arrest or conviction records. An individualized assessment will be conducted on all applicant convictions to consider the disposition, nature and recency of the conviction, as well as whether the conviction is substantially related to the position for which the conditional offer was made. Convictions and termination of employment with no substantial relationship to the position will not be used in making an employment decision.

1. Employee's Obligation to Report a Criminal Record

It is the responsibility of the employee to notify the Human Resources Office of any criminal act while employed in the District. All District employees shall notify the Human Resources Office as soon as possible, but no more than three calendar days after any criminal arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, or any other offense so that the District may conduct an individualized assessment.

Failure to report under this section may result in disciplinary action, up to and including termination of employment.

During the course of employment, the District reserves the right to place an employee on administrative leave based upon an alleged or actual arrest, indictment, pending charges, or conviction. The District may conduct criminal history and background checks on its employees.

2. Disclosure of Prior Negative Employment Actions

The District requires applicants to disclose the termination of employment, non-renewal or resignation from employment in-lieu-of a potential termination of employment, or non-renewal for failure to meet performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct, or insubordination. Knowingly falsifying information shall be sufficient grounds for termination of employment.

3. Employee Background Checks

The District may conduct criminal history and background checks on its employees. This may include a check of criminal records databases as well as alert notifications from the state court system. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

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

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

B. Motor Vehicle Record Checks and Requirements for Transporting Students – Policy 3541.1

When an employee is hired into or assumes a position in which driving a vehicle is an essential function for student transportation or non-student transportation, specific documentation is required per Wisconsin Statutes 121.555 and 110.075, the Wisconsin Department of Transportation and

District policy. Requirements may include, but are not limited to, satisfactory driving record per a Motor Vehicle Record Check, Medical Certification, proof of insurance, and appropriate limits and/or Private Vehicle Inspection. Employees should use a District-owned vehicle for transporting students whenever possible.

Notice of Traffic Violations

All accidents, convictions, license suspensions, or revocations must be reported to the Human Resources Office within 10 days of occurrence regardless of fault or issuance of citation to reassess whether an employee meets the qualifications to drive for District purposes.

Employees are responsible for payment of fees associated with any citations or violations they receive while operating a vehicle for District purposes.

C. Physical Examination

1. Examination

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

2. Fitness for Duty

The District may require a physical and/or mental examination of an employee when the District has a reasonable belief, based on objective evidence, that: (1) an employee's ability to perform essential job functions will be impaired by a medical condition; or (2) an employee will pose a direct threat in the workplace due to a medical condition. Failure to comply with this requirement may result in discipline up to and including discharge/termination.

D. Health Examination

All new employees shall have a physical examination, including a screening questionnaire for tuberculosis approved by the department of health services and, if indicated, a tuberculin test or chest x-ray, before beginning their employment. The District has authorized the Elmbrook Schools Family Health and Wellness Center to conduct the physical examination and tuberculin questionnaire, test or chest x-ray at District expense. A positive tuberculin test will require the District to take action in accordance with [§118.25, Stats.](#)

E. Licensure/Certification

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

The District shall pay the required fee for required DPI Special Education Assistant licensure for the initial license and subsequent renewals. Should a new-to-the-District assistant voluntarily terminate employment before completion of the first school year of employment, the employee will be required to repay the District for the full cost of the license fee.

F. Position Descriptions

Position descriptions are available for inspection for each District employee. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description.

G. Letter of Employment

For school year employees, should the District anticipate a continuing need for an employee's services during the next school year, it will issue a letter of employment that will be consistent with, but subservient to, this Handbook and Board policy, before the last student contact day of the school year. Specific assignments and hours cannot be guaranteed, but an effort will be made to place the employee in a similar position, (i.e. assignment, wages and hours), as the one currently held.

Letters of employment do not create an express or implied contract between the District and any employee. Letters of employment serve as non-contracted offers of employment based on anticipated staffing needs. Offers may be altered or rescinded at any time and do not change the employment-at-will relationship between the employee and the District.

7. Compensation Policies

A. Compensation Philosophy

The District is committed to compensating employees fairly and equitably and in accordance with Federal and state laws.

B. Wages upon Transfer

If employees transfer to a classification in a different pay range for any reason, their monetary compensation shall be determined by Human Resources and their supervisors based on the employee's experience, current rate of pay, the rate of pay and experience of similarly situated employees, and wage surveys of either the education or corporate market.

C. Hours of Work - Exempt and Non-Exempt Employees

A regular full-time workday for full-time staff is typically eight (8) hours, excluding lunchtime. Due to different schedule requirements, employees' number of working days, starting times, lunch and finishing times may vary in different assignments and at different locations. Each employee's immediate supervisor will schedule working hours, break periods, and lunch periods according to operational necessity or as detailed in individual letters of employment or contracts.

A regular workweek for full-time staff is typically forty (40) hours or fewer, though there may be a need to exceed the normal work hours from time to time. The regular workweek is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not be construed as a guarantee or limitation on the number of hours per day or hours in a workweek that may be scheduled or required by the District according to operational necessity. Salaried/exempt employees shall have no expectation of compensatory time.

Hourly and Part-Time Employees (Non-Exempt)

The District and/or a supervisor will prepare a schedule of hours for hourly and part-time employees according to operational necessity. Hourly employees are paid for time actually worked. Time worked shall only be within the employee's predetermined schedule of days and hours to be worked. Any time worked that exceeds the predetermined schedule must be approved by a supervisor in advance and will be paid out in straight time or overtime (time and one half) per federal law, if the total hours worked exceeds forty (40) hours in one week. Compensatory time is not allowed.

Full-Time Custodial and Maintenance Employees

Work on Saturdays, Sundays or holidays will be performed with a combination of the Facility Manager, full-time custodial and maintenance employees, and other employees as deemed appropriate and determined by Facility Managers.

All custodial and maintenance employees shall have a designated five-day workweek of 40 hours Saturday through Friday. Thus, Saturday and/or Sunday may be considered part of the regular workweek. All custodial and maintenance employees shall be regularly scheduled for five continuous workdays; however, schedules may be periodically modified based on the needs of building operations.

Staff Development Hours

The District is committed to providing appropriate in-service activities for employees. Activities may be categorized as voluntary or mandatory and may take place outside of the regular workday. If mandatory in-service activities take place during nonworking time, non-exempt employees shall be compensated at their regular hourly rate and subject to overtime under wage and hour law. Voluntary attendance at conventions, conferences, and workshops in each special field may be

granted and appropriate fees paid, contingent on prior approval by the employee’s supervisor, the Human Resources Office, and budget considerations.

D. Overtime Pay

For overtime calculation purposes, the “workweek” begins at 12:00 a.m. Saturday and closes at 11:59 p.m. Friday. Hourly employees are entitled to overtime pay under the specific provisions of federal and state law. The District pays one and one-half times the regular hourly rate for all hours worked in excess of 40 hours per week. No employee is allowed to work overtime unless he or she first receives authorization from his or her supervisor. Sick time, vacation or personal leave time are not included in calculating overtime.

1. Approval

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

2. Assignment

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

3. Custodial Exception

Custodial staff will be paid at the overtime rate for all hours worked over 40 hours paid in a holiday week. During a non-holiday week, the overtime rate will be paid only after 40 hours worked. Snow removal hours will be paid at the overtime rate.

E. Holidays

For certain employee groups, the District provides holiday pay.

**Paraprofessionals, Part-time Custodians, Coaches, Event Workers and other non-contracted employees are not eligible for holiday pay unless noted otherwise in a letter of employment.*

10- and 11-Month Employees (180-259 days)	12-Month Employees
Thanksgiving Memorial Day	Independence Day Labor Day Thanksgiving Recess (Thursday and Friday) Winter Recess as Designated (Dec 24 & 25 or alternates) New Year’s Recess as Designated (Dec 31 & Jan 1 or alternates) Good Friday Memorial Day

Staff will only receive paid holiday pay if they are scheduled to work that day. Payment will be equal to the amount of time normally scheduled for a regular Monday or Thursday work day coinciding with the day of the holiday.

Hourly employees who are required to work on a designated paid holiday will receive premium pay

at the rate of time and one-half for all hours worked in addition to the holiday pay.

Holidays Falling on Weekends

If any holiday listed above falls on a Saturday, the preceding workday will be observed as the holiday. If any holiday listed above falls on a Sunday, the following workday will be observed as a holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday will be observed as the December 31st holiday and the preceding Friday will be observed as the January 1st holiday. If December 24 and December 31 fall on Sundays, the preceding Friday will be declared the holiday unless the preceding Friday is a student- contact day. If any of the holidays listed fall on a student-contact day, employees must work their regular hours that day, and will instead receive a paid holiday on a date determined by the Administration. If any of the above holidays fall within an employee's vacation period, the employee may take an additional day of vacation in lieu of such holiday. If any of the above holidays do not fall on a regularly scheduled workday, the employee will not be paid for that holiday.

F. Reporting Pay/Shift Minimum

All custodial and maintenance employees shall receive a minimum of two hours of pay for an unscheduled call-in or for a scheduled building maintenance check. This minimum does not apply if an employee is called-in prior to the start of a regular shift, providing the employee works from the time called-in through the start of the regular shift.

G. Pay Periods

All wage payments shall be made using direct deposit to qualified financial institutions chosen by each staff member. Deposits will be made bi-weekly occurring on Friday of the pay week unless on that day the Federal Reserve is closed. In that case, payments will be made the weekday before, when the Federal Reserve is open. Staff will be able to access check detail in the Human Resources information system on the appropriate day of the pay-week.

Exempt school year employees with an individual contract will be paid in twenty-four (24) equal installments throughout the term of their individual contract. All other exempt staff will be paid their salary in twenty-six (26) equal installments. Non-Exempt, (hourly), employees will be paid an hourly rate based on hours worked each pay period.

H. Payroll Deductions

Automatic payroll deductions shall be made for Social Security, state and federal withholding taxes, the Wisconsin Retirement System (Department of Employee Trust Funds), and other deductions required by law from each paycheck.

I. Voluntary Payroll Deductions

The District offers several benefits for which employees may request voluntary payroll deductions. These benefits are determined on an annual basis by the Business Office and may be subject to change. Salary and pay reduction agreements are available on the Business Office's internal website.

J. Final Pay

The District pays terminating employees for the time worked through the date of termination on the next regularly scheduled pay date or as otherwise required by law. Any unused and earned vacation for the calendar year, will be included in the employee's final pay. Taxes and other legal withholdings will be taken from the final pay.

K. Time Clock Procedures

Depending on an employee's position, he/she may be required to electronically log the actual hours worked each day.

1. Salaried Employee Responsibilities, (Exempt)

Certain positions in the District have been designated as exempt under the Fair Labor Standards Act (FLSA). Salaried exempt employees are not entitled to overtime pay. Salaried employees are responsible for reporting exception time only. Exception time is defined as vacation time, sick time, or any other non-worked time that is either paid or unpaid.

Exception time for each pay period must be reported prior to the time in which the payroll is closed. If an employee is aware of an improper deduction from his or her salary or additional pay, this error should be reported immediately to the Human Resources Office. All reported or suspected improper deductions from an employee's pay will be promptly and thoroughly investigated.

2. Hourly Employee Responsibilities, (Non-Exempt)

Hourly employees, are required to log all time worked Real Time in the electronic timekeeping system. Federal and state laws require the District to maintain employee time records. Hourly employees are prohibited from working "off-the-clock." All work performed on behalf of the District must be properly recorded. It is the employee's responsibility to ensure the time reported on the time record is accurate. If an inaccuracy in a paycheck or time records is discovered, it must immediately be reported to a supervisor or the Payroll Department. Any falsification of a time record may result in disciplinary action, up to and including termination of employment.

An employee may not "clock-in" more than seven (7) minutes before a scheduled shift and may not "clock-out" more than seven (7) minutes after the end of a scheduled shift without prior authorization from a supervisor/administrator. Violation of time clock procedures may result in disciplinary action, up to and including termination of employment. If "clocking-in/out" more than seven (7) minutes outside of scheduled work time is to assist with an emergency, the employee must inform his/her supervisor as soon as practicable to avoid a time-clock violation.

L. "Off-the-Clock" Work

The District of Elmbrook prohibits employees from working "off-the-clock." Should an employee be asked, required, or permitted to work "off-the-clock," the employee should track the time worked and immediately report this to a supervisor, administrator, or the Human Resources Office. The District pays in accordance with all state and federal wage and hour laws.

M. Rest and Meal Breaks

Employees working six (6) hours or more in specified positions may be entitled to a thirty- (30) minute, duty-free, unpaid meal break as determined by employee group. Hourly employees must log out and in times for all meal breaks in the electronic timekeeping system. Since employees are not paid for this time, they are not permitted to perform work of any kind during the break unless they have been specifically instructed by a supervisor to login early due to operational necessity. If a meal break is interrupted, the employee must immediately notify a supervisor so time worked can be paid for the interrupted meal break. Under these circumstances, the time will be paid at the employee's regular rate of pay or as otherwise required by applicable law. With supervisor approval and when circumstances render it impossible for employees in specified positions, as determined by

employee group, to be completely relieved of their duties for a full thirty (30) minutes, they are permitted to take an on-duty meal period and that time will be paid at the employee's regular rate of pay or as otherwise required by applicable law.

N. Lactation Break

Upon request, the District shall provide a reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has the need to express the milk. For members of the professional teaching staff, "reasonable break time" generally means periods during the day when they are not engaged in instruction with students. Furthermore, the District shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

O. Mileage Reimbursement and Travel Allowance

All employees who drive a District vehicle, transport students or operate mobile equipment must meet all requirements as outlined in the Motor Vehicle Record Checks section of this handbook. Mobile equipment includes but is not limited to items such as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, skid loaders, utility vehicles, and golf carts. It is expected that employees drive a District vehicle for the job duties or needs of the position when applicable and that all planned mileage reimbursements be preapproved by an Administrator when employees drive a personal vehicle under District travel allowance or mileage reimbursement arrangements.

Mileage eligible for reimbursement is the travel an employee incurs beyond normal commute mileage (from home to workplace and home again). If an employee does not report to a district building during a workday, full mileage between home and the meeting location is reimbursable at the IRS mileage rate.

P. Soliciting, Selling, Collection, and/or Distribution and Gifts – Policy 1313 & 4306

1. To prevent disruption of daily operations, interference with work, and inconvenience to other employees, solicitations, selling, distribution of literature, or collection of memos for any purpose during work time in any District building or on District property by District or non-District employees shall not be permitted without the knowledge and prior permission of the Superintendent/designee. Work time is defined as that time when an employee should be working, and does not include scheduled break times, meal times, or other times when employees are off duty.

No employees may receive for personal benefit anything of value from any party other than the District for selling, promoting the sale of, or acting as an agent or solicitor for the sale of any goods or services to any student while on District property or at any District activity. § 118.12, Wis. Stats.

Solicitations of funds for gifts and/or flowers for sick or injured employees, retiring personnel, etc., are permitted, providing they are carried out during non-work hours and are approved by the Principal/Supervisor of the school/department.

District-sponsored fund collections involving the solicitation of money from pupils or employees for non-District-sponsored organizations will not be permitted without the approval of the Superintendent/designee. Donations will be entirely voluntary, requested without pressure, and collected without established quotas for employees or students. Collection procedures in a given building shall be determined by the principal.

2. Gifts

An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees, or students. It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities, that are provided in connection with a conference or similar work-related activity where the employee's supervisor has reviewed the agenda for the conference or other activity and concluded that such incidentals primarily facilitate the employee's attendance at and participation in the activity and, therefore, primarily benefit the District rather than serving primarily as a personal benefit. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students.

It is the District's policy for individuals to decline gifts, gratuities, or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the Business Office for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to employees' positions and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. *Please refer to Policy 1313 - Gifts to School District Personnel and Board of Education Members and Policy 4306 - Extra Curricular Gifts for Service for information on conflicts of interest and for staff gifts and solicitations and § 19.59, Wis. Stats.*

Q. Employee Referral Bonus Program

Employee referrals are considered one of the most productive recruiting strategies. Employees who refer a new employee other than an Event Worker or Substitute shall receive a taxable \$250 bonus paid through payroll upon successful completion of the referred employee's first 90 days of employment.

8. Attendance, Leave Of Absence Policies, and Paid Time Off

A. Attendance

The District expects employees to make every effort to be present for work and adhere to assigned schedules. For schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. In the event employees are unable to report to work for an unplanned reason, including illness, employees need to contact their supervisor/administrator a minimum of two hours prior to the start of their shifts if scheduled to work first shift and a minimum of four hours prior to the start of their shift if scheduled to work second or third shift.

Breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as further specified in other parts of this Handbook.

Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator. Excessive tardiness and/or absenteeism cannot be tolerated and will result in disciplinary action up to and including termination of employment.

Employees with absences in excess of the nine (9) annually provided sick days may be contacted for additional information and/or approval.

1. Absence Reporting

Employees who are unable to report to work shall enter an absence request in the District's absence management system or accurately record their absences on that pay period's time card. Any time spent not working during an employee's scheduled day must be accounted for in the District's absence management system using the appropriate reasons. Theft of time and/or improper modification of time-worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination.

2. Tardiness

Employees who fail to provide adequate notice of tardiness, and incur instances of unexcused tardiness as a result, will be subject to discipline up to and including discharge. Tardiness is defined as failing to report to work at the scheduled start time of an employee's shift or workday, including failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has punched in at the start of his or her scheduled shift or workday but who is not prepared to actually begin working at that time. An employee who incurs six unexcused instances of tardiness, without providing adequate notice to the District, in any 12-month period will be terminated for excessive tardiness.

3. Absenteeism

Employees who fail to provide adequate notice of absences using the notification procedures outlined above, and incur unexcused absences as a result, will be subject to discipline up to and including termination of employment. Absence is defined as failing to report to work for a scheduled shift or workday without having secured preapproved leave. An employee who incurs five unexcused absences without providing adequate notice to the District in any 12-month period will be terminated for excessive absenteeism.

4. Absence as an Accommodation and Approved Leave

The District reserves the right to waive enforcement of these rules in very limited circumstances as may be necessary to provide a reasonable accommodation for a qualified individual with a disability under the Americans with Disabilities Act or for an absence due to an approved protected leave.

B. Sick Leave

1. Exempt

Each eligible employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of nine (9) sick days per contract year or proration of that amount. Two (2) or three (3) of the nine (9) sick leave days are designated as discretionary leave days, (see the *Discretionary Leave* section of the Handbook for allowable circumstances).

Employees designated as 12-month staff will be allocated 12 sick leave days per contract year or proration of that amount. Two (2) of the twelve (12) sick leave days are designated as discretionary leave days.

An “eligible employee” is any exempt employee working twenty (20) or more hours every week

2. Non-Exempt

Each eligible non-exempt school year or 10-month employee will be allocated nine (9) days based on full-time equivalency (FTE) of sick leave to be used in hourly increments. Two (2) or three (3) of the nine (9) sick leave days are designated as discretionary leave days, (see the *Discretionary Leave* section of the Handbook for allowable circumstances).

Each eligible non-exempt 12-month employee will be allocated twelve (12) days based on full-time equivalency (FTE) of sick leave to be used in hourly increments. Two (2) of the sick leave days are designated as discretionary leave days, (see the *Discretionary Leave* section of the Handbook for allowable circumstances).

An “eligible employee” is any non-exempt employee working twenty (20) or more hours every week.

Part-time custodians and part-time food service employees who are regularly scheduled to work twenty (20) or more hours every week shall receive 12 hours of sick leave and eight (8) hours of discretionary time annually.

3. Crediting of Sick Leave

Sick leave, though credited at the beginning of each fiscal year, is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed and may owe the District for days used, but not earned at the time employment is severed.

Eligible part-time employees, working twenty (20) or more hours each week, shall receive a prorated amount of the allowance provided to full-time employees (10-month or 12-month) according to the percentage of employment.

4. Sick Leave Use

Sick leave shall be paid for any absence from work due to:

- a. Absence from work for an employee’s own personal illness, injury or serious health condition.
- b. Certain FMLA-approved absences.
- c. Illness or injury of an employee’s spouse, parent, and child.
- d. Leaves by employees qualifying under either, or both the Wisconsin Family and Medical Leave Act or the federal Family and Medical Leave Act due to a serious health condition of a spouse, child (*where use of sick leave is not otherwise permitted under this section of the Handbook*), domestic partner or parent.

- 1) Year, as used in this paragraph, is defined as the calendar year, which shall be the same as the year defined for purposes of the District’s administration of the Wisconsin Family and Medical Leave Act.

5. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
 - a. No sick leave utilization is required when visiting the Family Wellness Center located at 17000 W. North Avenue, Suite 100E, Brookfield, WI 53005. If employee does not return to work following an appointment at the Family Wellness Center, time off is to be used for the remainder of the day.
6. Definitions

The following definitions apply under this section as set forth in Wis. Stat. [103.10\(1\)](#):

 - a. "Child" means a natural, adopted, or foster child, a stepchild, or a legal ward less than 18 years of age; dependent child 18 years of age or older; or 18 years of age or older and cannot care for himself or herself because of a serious health condition.
 - b. "Domestic partner" has the meaning given in Wis. Stats. [40.02 \(21c\)](#) or [770.01 \(1\)](#).
 - c. "Employee" means an individual who is in receipt of or entitled to compensation for work performed on behalf of the District.
 - d. "Employment benefit" means an insurance, leave, or retirement benefit, which an employer makes available to an employee.
 - e. "Health care provider" means a person described under Wis. Stats. [146.81 \(1\)\(a\) to \(p\)](#), but does not include a person described under Wis. Stat. [146.81 \(1\)\(hp\)](#).
 - f. "Parent" means a natural parent, foster parent, adoptive parent, stepparent, or legal guardian of an employee or of an employee's spouse or domestic partner.
 - g. "Serious health condition" means a disabling physical or mental illness, injury, impairment, or condition involving any of the following:
 - 1) Inpatient care in a hospital, as defined in Wis. Stat. [50.33\(2\)](#), nursing home, as defined in Wis. Stat. [50.01\(3\)](#), or hospice.
 - 2) Outpatient care that requires continuing treatment or supervision by a health care provider.
 - h. "Spouse" means an employee's legal husband or wife.
7. Sick Leave Increments

For exempt staff, sick leave use may be granted in increments of one-half day or full day or as otherwise permitted under law.

For non-exempt staff, sick leave use may be granted in a minimum increment of two (2) hours.
8. Sick Leave Accumulation

Certain historical rules apply for accumulation of sick leave depending on employment start date.

 - a. Unused sick leave will be carried forward at the end of each fiscal year.
 - b. Sick leave for employees will accumulate for full-time and part-time employees to a maximum of sixty (60) days or four-hundred eighty (480) hours.
 - c. Employees hired prior to 2010 who have more than sixty (60) accumulated days or four-hundred eighty (480) hours will not forfeit days in excess of sixty (60) or four-hundred eighty (480) hours; however, no additional days may be accumulated until the balance is less than sixty (60) days or four-hundred eighty (480) hours.
 - d. Employees who currently have more than sixty (60) days or four-hundred eighty (480) hours accumulated will receive nine (9) paid leave days or the hourly equivalent based on FTE at the beginning of each year to be used prior to using any days/hours from the employee's sick leave bank.

- e. Any of the nine (9) annual days or the hourly equivalent based on FTE remaining at the end of the year in which the days/hours were received will not be carried forward if the employee's accumulated sick leave exceeds sixty (60) days or four-hundred eighty (480) hours.
 - f. Non-exempt employees with leave banks measured in days as of June 30, 2018, had those days converted on July 1, 2018, to hours based on FTE at the time of conversion.
 - g. Employees with accrued paid leave working less than twenty (20) hours per week as of July 1, 2018, had their leave days converted to hours based on FTE at the time of conversion and had access to those hours for use immediately, but do not accrue additional hours unless reaching an employment status of twenty (20) or more hours worked every week.
9. Sick Leave and Long-Term or Short-Term Disability
 In the event an employee becomes eligible for benefits under the District's short-term or long-term disability insurance program, the concurrent use of earned sick leave is allowed. *See Short-Term and Long-Term Disability sections for further details on these benefits.*
10. Deductions for Overused Sick Leave
 If an employee were to leave the District prior to the completion of his/her contract term or the school year for an individual teacher and had used all sick leave, a sum equal to the sick leave days used but not earned would be deducted from his/her remaining pay. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of nine (9) days per contract year.
11. Reporting Procedure - Doctor's Certificate
 If at all possible, each employee shall be required to inform his/her supervisor prior to his/her normal daily starting time of his/her need to be absent. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.
12. Holidays during Sick Leave
 In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.
13. Sick Leave Approval
 Submission of a sick day in the District's absence management system is tentative and will not be considered an excused absence until approved by the employee's supervisor or the Human Resources Office.
14. Additional Considerations
 Should an absence for the same condition go beyond a third consecutive day, due to potential FMLA eligibility, the employee should contact the Human Resources Office to initiate the leave of absence process.
15. Pattern of Absence
 A pattern of absences may be the basis for the District to require a medical certification of illness from a health care professional or other form or substantiation. A pattern of absences generating suspicion of possible abuse of leave days may include, but is not limited to, such practices as frequent absences on Mondays or Fridays, absences in conjunction with holidays or other or other paid leaves, multiple absences on professional development days or other

non-student contact days, reporting or requesting absences well in advance of the anticipated date or other repeated absences of a similar nature.

C. Vacation

1. Eligible 12-Month Employees

For eligible employees, paid vacation is granted from July 1 of one year until June 30 of the following year. Eligible employees have until December 30 of the following year in which the vacation was granted to use vacation.

Vacation time is prorated for eligible employees who start after July 1 in the first year. Twelve-month full-time employees earn 0.83 vacation days per month. Employees are eligible to use these vacation days during their initial year.

YEARS OF SERVICE <i>*in a position that is vacation eligible</i>	VACATION ALLOTMENT
0 years – starting after July 1 through June 30	Prorated
1-4 years	Two Weeks
5-8 years	Three Weeks
9-12 years	Four Weeks
13+ years	Five Weeks

Eligible part-time employees shall receive a prorated amount of the allowance provided to full-time employees (10-month or 12-month) according to the percentage of employment.

2. Non-12 Month Employees

Eligible non-12-month employees earn two days of paid vacation after 2 full years of employment and three days of paid vacation after ten years of employment.

Vacation though credited at the beginning of each contract year is vested only upon completion of the contract year.

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

If employees leave the District and have used more than their earned vacation days, repayments are due to the District.

Any employee who terminates his or her employment for any reason other than discharge, provided a two-week notice is given, or any employee who transfers to a position that is not eligible for vacation, is entitled to vacation pay remaining in his or her accumulation. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee’s termination and will be remitted on the final paycheck. The District reserves the right, on a case-by-case basis, to require utilization of remaining vacation days prior to the last day of employment in lieu of vacation payout.

4. Vacation Approval

Vacation leaves may be taken with prior approval (via the District’s absence management system) of the Superintendent/designee. Scheduling of vacation time is subject to school functions and duty schedules. For non-exempt staff, vacation leave may be granted in a minimum increment of two (2) hours. Additional time requested beyond two (2) hours may be utilized in increments of 15 minutes.

D. Short-Term Disability

Eligible employees may elect short-term disability insurance (STDI) coverage at their own expense. Employees may establish voluntary payroll deductions for STDI coverage through the Benefits Team. The insurance carrier(s), program(s), and coverages will be selected and determined by the

Board. The short-term disability insurance plan works in coordination with the long-term disability coverage for eligible employees. Earned sick leave may be used in conjunction with the collection of short-term disability benefits.

E. Bereavement/Funeral Leave for a Death in the Immediate Family

An employee shall be allowed up to five day(s) off work in the event of death of an immediate family member per occurrence. The first three days shall be provided by the District and will not be deducted from any accumulated leave. Up to two additional days of accumulated sick leave may be used. If no sick leave is available, the days may be taken without pay. Immediate family includes the spouse, parents, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse (in-laws).

1. Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family

Employees shall be granted one day with pay not to be deducted from accumulated leave per occurrence to attend the funeral of a non-immediate family member.

Additional Bereavement Leave

In extenuating circumstances, additional days may be granted by the District Administrator/designee. Such additional days, at the option of the employee, shall be deducted from the employee's accumulated sick leave if the employee wants to be paid for the leave.

2. Part-Time Employee

Part-time employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works 2,080 hours per year.

F. Discretionary Leave Days Provided

Eligible employees scheduled for 20 hours or more each week shall be entitled to two (2) days or the prorated hourly equivalent of discretionary leave each employment year. School-year and 10-month employees only, in their fifth (5th) year of employment and beyond, shall be entitled to three (3) days or the prorated hourly equivalent of discretionary leave each employment year.

1. Reasons for Discretionary Leave

Discretionary days may be used for any reason, and employees requesting the use of these days do not need to indicate the nature of the request.

2. Discretionary Leave Day Restrictions

Discretionary leave days/hours shall not be used to extend a holiday, vacation, or school recess period. Specifically, discretionary days are not allowed before or after the following days:

- Labor Day holiday
- October half-day student release
- Thanksgiving break
- Winter break
- MLK Jr. Holiday
- Spring break
- Memorial Day holiday
- Teacher Records days

The discretionary leave time will not be granted during the first or last week of a semester, on a parent-teacher conference day, on a professional develop day or a teacher records day.

Discretionary leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator/designee. Discretionary leave shall not be used to engage in activities for which the employee will receive compensation from any source. Compensation shall not include payment or reimbursement of expenses. In addition, discretionary leave shall not be used to attend association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.

Discretionary leave days can be used consecutively with approval of the building principal or supervisor. Unused discretionary leave days do not carry forward to the following school year for use but will carry forward as sick leave days. Discretionary days will not be paid out at an equivalent per Diem upon separation from employment.

3. Approval of Discretionary Leave and the Total Number of Employees on Discretionary Leave

A request through the District's absence management system, to the building Principal or supervisor shall be made as far in advance as possible, normally not less than fourteen (14) days. Emergencies may delay submission until the employee returns to work.

The building Principal or supervisor has the right to approve or disapprove all requests.

No more than three (3) employees per building may take discretionary leave on any given day when school is in session, unless the District Administrator/designee grants approval to exceed the three- (3) employee limit.

4. Part-Time Employees

Eligible part-time employees will receive discretionary leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works 2,080 hours per year.

5. Discretionary Leave Increments

For exempt staff, discretionary leave may be allowed in increments of one-half or full day. Such days shall be deducted from an employee's accumulated sick leave.

For non-exempt staff, sick leave use may be granted in a minimum increment of two (2) hours.

G. Once-in-a-Lifetime Request

Staff can request an absence of up to five (5) workdays in length for a unique, once-in-a-lifetime event. This absence would be allowed only one time per career and cannot be requested for the first or last student attendance week. Only one such event will be approved across the District at any time in most circumstances and is contingent on securing a substitute for the full absence. A request for absence must be made in writing to the Superintendent/designee with as much advance notice as possible. If approved by the Superintendent/designee, the employee would be required to use all discretionary days available, and the remainder of the days would be without pay.

Staff have the option to bank up to two (2) discretionary days as carryover for a future once-in-a-lifetime event. These banked discretionary days cannot be used as annual discretionary days or for any other purpose.

H. Jury or Witness Duty

The District considers jury and witness duty an important civic responsibility. An employee must notify his or her immediate supervisor as soon as notice of jury duty or summons from the court to be a witness is received. Also, the employee is expected to contact his or her immediate supervisor immediately upon termination of jury or witness duty or when temporarily relieved of jury or

witness duty. An employee may be required to provide a copy of the notice for jury or witness duty. Employees will not be charged for paid leave, and service toward benefits and retirement will continue to accrue. The District may offset an exempt employee's salary for the fee received for jury duty, or the fee received must be returned to the District minus any travel reimbursement. On days or portions of days when attendance at court is not required, an employee is expected to report to work.

I. Military Leave

The District is proud to honor and support military service members and their families. Military leave will be granted to eligible employees in accordance with currently existing state and federal laws and regulations. Requests for military leave should be in writing and submitted to the employee's supervisor and the Human Resources Office. The employee shall be paid regular base pay, less any remuneration received from other sources, for military leaves not exceeding two weeks per year. For an employee covered under the group health insurance plan, continuation of health care eligibility will be maintained in accordance with the Wisconsin Military Leave Law and the Uniformed Services Employment and Reemployment Rights Act, (USERRA), subject to the terms of the plan and payment of premiums.

J. Family and Medical Leave

The District provides leaves of absence designed to meet the requirements of the Wisconsin Family and Medical Leave Act ("WFMLA"), and the Federal Family and Medical Leave Act ("FFMLA"). The District administers FMLA/WFMLA based on the calendar year. In accordance with state and federal law, an employee will retain the same group health insurance eligibility that applied immediately before a qualifying leave under the Family and Medical Leave Act began, subject to the terms of the plan and payment of premiums.

Both the FFMLA and the WFMLA are designed as protections to allow employees to be absent from the workplace for their own personal health condition; to care for the serious health condition of an immediate family member; or for the birth, placement or adoption of a child. While on FFMLA or WFMLA leave, employees retain their employment benefits. Both laws ensure that employees will not jeopardize their employment status because of the reasons listed above. Under these protections, employees are permitted to return to whatever position they would have held had they not taken FMLA leave. Generally, this means employees returning from FMLA leave within 12 weeks will be returned to the job position that they held when they went on leave or a substantially similar one. If the employee would have lost their position even if they had not taken the leave, then there exists no reinstatement right. For example, if the employee's position is eliminated because of a reduction in force, then no reinstatement right exists.

1. Intermittent Leave

Intermittent leave, or a reduced schedule, may be approved for the employee's serious health condition, a family member's serious health condition, or a covered service member's serious injury or illness where medically necessary and where the need for such leave is best accommodated through such scheduling. Intermittent leave requests for time that is not medically necessary, or where such leave is not the best accommodation, will be reasonably considered if the request does not unduly disrupt school or District operations. In certain instances, the District may require an employee taking foreseeable intermittent or reduced-schedule leave to transfer temporarily to an alternative position for which the employee is qualified and which better accommodates the leave schedule. Pay and shifts would not be affected by a change to an alternate position.

2. Documentation and Recertification

If you are requesting leave for a serious health condition, you must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. You will have fifteen (15) days in which to return a completed Certification form following the District's request for the certification. Failure to provide timely certification after being required to do so may cause a delay in covered leave until the Certification form is submitted. Failure to submit a completed form will result in FFMLA/WFMLA being denied and any absences will be considered "unprotected." If the Certification form is incomplete or insufficient, you will be given written notification of the information needed and will have a period of seven (7) days to provide the necessary information.

The District may require recertification if the need for leave becomes more than the original certification justified, if circumstances and facts cast doubt on the need for leave, or if the employee advises of potential changes to restrictions and/or scheduling necessity. In these situations, the employee will have fifteen (15) days in which to provide a completed recertification form.

3. Definitions

The following definitions apply under this section as set forth in Wis. Stat. [103.10\(1\)](#):

- a. "Child" means a natural, adopted, or foster child; a stepchild; or a legal ward less than 18 years of age or 18 years of age or older and cannot care for himself or herself because of a serious health condition.
- b. "Domestic partner" has the meaning given in Wis. Stats. [40.02 \(21c\)](#) or [770.01 \(1\)](#).
- c. "Employee" means an individual who is in receipt of or entitled to compensation for work performed on behalf of the District.
- d. "Employment benefit" means an insurance, leave, or retirement benefit which an employer makes available to an employee.
- e. "Health care provider" means a person described under Wis. Stats. [146.81 \(1\)\(a\)](#) to [\(p\)](#), but does not include a person described under Wis. Stat. [146.81 \(1\)\(hp\)](#).
- f. "Parent" means a natural parent, foster parent, adoptive parent, stepparent, or legal guardian of an employee or of an employee's spouse or domestic partner.
- g. "Serious health condition" means a disabling physical or mental illness, injury, impairment, or condition involving any of the following:
 - 1) Inpatient care in a hospital, as defined in Wis. Stat. [50.33 \(2\)](#), nursing home, as defined in Wis. Stat. [50.01\(3\)](#), or hospice.
 - 2) Outpatient care that requires continuing treatment or supervision by a health care provider.
- h. "Spouse" means an employee's legal husband or wife.

4. Application Procedures for FFMLA and WFMLA

To apply for FFMLA or WFMLA leave, employees should discuss a potential leave with their Principal or supervisor and the Leave Administrator in the Human Resources Office. If the need for leave is foreseeable (*i.e., an upcoming maternity leave*), employees must provide the District with at least 30 days' advance notice before the leave is to begin. If 30 days' notice is not possible, such as in the case of a medical emergency, notice must be given as soon as practicable.

Employees should complete the District's Request for Family and Medical Leave form and forward it to their Principal or supervisor and the Leave Administrator in the Human Resources Office. All requests for leave must include an anticipated starting and ending date; reason(s) for the leave; request to substitute unpaid leave, paid leave, and/or vacation within the parameters of the law; and employee's and supervisor's signatures. The Leave Administrator will provide a response to the request that will include a statement as to whether the employee is eligible (or

request additional information), a request to furnish medical certification, available leave days (including whether the days are unpaid or whether substitution of accrued paid leave or vacation days is possible), return-to-work notification and requirements, and any additional pertinent information. Staff members who do not have sufficient paid time off days to substitute during the FMLA period will have a corresponding payroll deduction or recalculation of pay depending on the length of unpaid leave. The manner in which the payroll change is scheduled will be communicated with the staff member. Employees are encouraged to contact the Leave Administrator for specific questions on the District's Family and Medical Leave Policy.

5. Notification of Benefits and Leave Rights

Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the Handbook as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). The notice is posted in the appendix section of this Handbook.

6. Eligibility Notice

When an employee requests FMLA leave, or when the District acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the District must notify the employee, within five (5) business days, of the employee's eligibility to take FMLA leave, absent extenuating circumstances.

7. Rights and Responsibilities Notice

The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights and responsibilities notice into a single form: U.S. Dept. of Labor, Notice of Eligibility and Rights and Responsibilities (FMLA), available at <http://www.dol.gov/whd/forms/WH-381.pdf>.

8. Designation Notice

The District shall inform employees in writing whether leave requested under FMLA has been determined to be covered under FMLA.

K. Wisconsin Bone Marrow and Organ Donor Leave

Under Wisconsin law, an employee who has worked for the District more than 52 consecutive weeks and for at least 1,000 hours during that 52-week period, is eligible for up to six (6) weeks of leave in a 12-month period for the purpose of serving as a bone marrow or organ donor, provided that the employee provides the District with written verification that the employee is to serve as a bone marrow or organ donor and so long as the leave is only for the period necessary for the employee to undergo the bone marrow or organ donation procedure and to recover from the procedure. The law also requires that employees be allowed to substitute paid or unpaid leave provided by the District for Wisconsin Bone Marrow or Organ Donation Leave.

L. Qualifying Exigency Leave

Eligible employees who are the spouse, son, daughter, or parent of a military member may take up to 12 weeks of FMLA leave during any 12-month period to address the most common issues that arise when a military member is deployed to a foreign country, such as attending military-sponsored functions, making appropriate financial and legal arrangements, and arranging for alternative childcare. This provision applies to the families of members of both the active duty and reserve components of the Armed Forces. For an employee covered under the group health insurance plan,

continuation of health care eligibility will be maintained in accordance with the state and the Federal Family Medical Leave Acts, subject to the terms of the plan and payment of premiums.

M. Military Caregiver Leave

Eligible employees who are the spouse, son, daughter, parent, or next of kin of a covered service member may take up to 26 weeks of FMLA leave during a single 12-month period to care for the service member who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty on active duty. This provision applies to the families of members of both the active duty and reserve components of the Armed Forces. For an employee covered under the group health insurance plan, continuation of health care eligibility will be maintained in accordance with the state and the Federal Family Medical Leave Acts, subject to the terms of the plan and payment of premiums.

N. Medical Leave

1. Application Procedures

The District offers the option for a medical leave of absence beyond FMLA. Should an employee have earned and has unused paid leave available, that employee may apply for a paid leave of absence for the duration of his/her remaining balance. Should an employee have no unused paid leave available, that employee may apply for an unpaid leave of absence. The employee may use one or both the paid and unpaid medical leave of absence, the combination of which not to exceed twelve (12) months.

All requests for medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the date that other available leave (FMLA, accumulated sick leave, etc.) would be exhausted. Such application will be reviewed and processed by an Administrator and shall be granted or denied in his/her sole discretion. The request must be accompanied by a physician's statement attesting to the medical necessity of the leave, work limitations, and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The medical leave of absence shall not exceed one (1) calendar year from the date the employee last performed work for the District, unless the employee is eligible for long-term disability benefits as provided for under Long-Term Disability Insurance. If the employee is eligible for long-term disability benefits at the time any request for medical leave is being evaluated, the District shall grant a medical leave due to disability for up to a total leave period of twenty-four (24) months. Leave may be granted in shorter increments than the above-stated maximum total lengths and then reviewed as necessary for a possible extension. The above-stated maximum total leave periods may be extended, if necessary, to comply with state and/or federal law.

2. Benefits during Periods of Time Covered Exclusively by Paid Medical Leave

- a. Length of service and other benefits will accrue while receiving paid leave.
- b. The employee may continue health insurance during the leave of absence at the active rate while receiving paid leave.
- c. During the paid leave, the employee shall accrue additional paid leave in accordance with leave accrual guidelines for active employees.

3. Benefits during Periods of Time Covered Exclusively by Unpaid Medical Leave

- a. Length of service and other benefits shall not accrue during such leave.
- b. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier's allowing such a

benefit. If the premium is not received by the due date established by the District, the employee's insurance coverage shall be terminated.

- c. During the unpaid leave, the employee shall retain any remaining accumulated paid leave that was previously accrued, but shall not accrue any additional paid leave.

4. Placement upon Return from non-FMLA Paid or Unpaid Medical Leave

Employees shall notify an Administrator/designee of their intent to return to work at least forty-five (45) days prior to the expiration of their leaves. If employees do not provide such notice, they will be deemed to have resigned from their positions with the District as of the expiration date of their leaves. Upon return from any leaves of absence, employees may be returned to their former positions, if available. If the former positions are not available as determined by the District, employees may be returned to positions equivalent in terms of percentage of contract/FTE unless the employees' percentages of contract/FTE were reduced or increased due to nonrenewal or reduction in force, whichever is applicable.

Employees may be eligible to return to duty from paid or unpaid medical leaves of absence provided:

- a. Employees have previously indicated their intent to return to duty following the expiration of the medical leaves (as provided above).
- b. Employees provide their physicians' certifications that they are able to return to work. The District reserves the right to designate another physician to verify or refute the employees' physicians' certifications. If two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physicians' certifications.
- c. Requests to return to work prior to the designated expiration date of a term of approved paid or unpaid leave (e.g., due to an unexpectedly accelerated recovery) will be evaluated on an individualized basis but must always be supported by a physician's certification as described above.

5. Failure to Return after Expiration of Leave

In the event employees do not return to work following the expiration of their leaves, and subject to applicable legal restrictions, they will be deemed to have resigned their positions with the District and waived any and all rights to further employment by the District.

6. Interaction with Family and Medical Leave Provisions

7. The term (i.e., length) of any approved paid or unpaid medical leave shall run concurrently with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

O. Child-Rearing Leave

1. Application Procedures

The employee shall make written application for an unpaid child-rearing leave to an Administrator/ Human Resources Office by February 1 for the following school year unless the employee is unable to provide such notice due to medical reasons or, in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child-rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of the beginning of the leave and return to work. Such application will be reviewed and processed by an Administrator/Human Resources Office and shall be granted or denied in his/her/its sole discretion.

2. Duration of the Unpaid Child-Rearing Leave

The maximum length of the leave shall be limited as follows for school year employees:

- a. Child born or adopted during summer vacation – the following two semesters.
- b. Child born or adopted during the first semester – the balance of that semester plus second semester.
- c. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.

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

3. Benefits during the Unpaid Child-Rearing Leave

- a. The child-rearing leave is an unpaid leave.
- b. During the unpaid child-rearing leave, an employee may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the due date established by the District, the employee's insurance coverage shall be terminated.
- c. During the unpaid child-rearing leave, an employee shall retain accumulated paid leave but shall not accrue any additional paid leave.

4. Return from the Unpaid Child-Rearing Leave

Employees shall notify an Administrator/designee of their intent to return to work for the following school year by February 1. If employees do not provide such notice, they will be deemed to have resigned from their positions with the District as of the expiration date of the leaves. Upon return from any unprotected leaves of absence, employees may be returned to their former positions, if available. If the former positions are not available, as determined by the District, contracted employees shall be returned to positions equivalent in terms of percentage of contract unless the employees' percentages of contract were reduced or increased due to nonrenewal and/or reduction in force, whichever is applicable. Non-contracted employees may be returned to a similar position within the District, if available.

5. Interaction with Family and Medical Leave Provisions

6. The term, (*i.e., length*), of any approved unpaid child-rearing leave shall run concurrently with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

P. Unpaid Leave of Absence – For Other than Medical and Child-Rearing Reasons

1. Application Procedures

All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District by February 1 for the following school year or at least sixty (60) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by an Administrator and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year.

2. Benefits during Leave

- a. Length of service and other benefits shall not accrue during such leave.
- b. Employees may continue health insurance during leaves of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employees' expense is contingent upon the health insurance carrier's allowing such a benefit. If the premium is not received by the due date established by the District, the employee's insurance coverage shall be terminated.

- c. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave.
- 3. Placement upon Return from Leave that extends beyond Family and Medical Leave

Employees shall notify an Administrator/designee of their intent to return to work at least forty-five (45) days prior to the expiration of the leave or by February 1 if returning for the following school year after a full year leave of absence. If the employees do not provide such notice they will be deemed to have resigned from their positions with the District as of the expiration date of the leaves. Upon return from any unprotected leaves of absence, employees may be returned to their former positions, if available. If the former positions are not available as determined by the District, employees may be returned to positions equivalent in terms of percentage of contract unless the employees' percentages of contract were reduced or increased due to nonrenewal or reduction in force, whichever is applicable, or if no vacant positions are available. If no positions are available, the employees' employment with the District will be severed.

9. Employee Benefits

Employees working thirty (30) hours or more per week are entitled to participation in the health and dental and employee funded vision insurance benefits as provided by the District's group plans. Employees may also be eligible for life insurance, AD&D insurance, long-term disability benefits, and voluntary short-term disability benefits, depending on the employee's position and number of hours worked in a year. This Handbook only summarizes the benefits offered; further details can be found in the Summary Plan Description, other relevant plan documents, or by contacting the District Benefits Office. Employees can obtain a copy of the Summary Plan Description from the District Benefits Office. Eligibility for participation in any benefit plan is governed by the terms of the plan document in question. Benefits described in this Handbook may be modified or discontinued at the District's discretion.

A. Health/Dental/Vision Insurance

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

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

The Board shall provide health, ~~and~~ dental, and employee funded vision insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups, are set forth in the applicable part of the Handbook covering such employees.

2. **Teachers, Nurses and School Counselors**

For Board-approved retirements, health and dental and employee funded vision benefits will expire on August 31.

B. COBRA

COBRA continuation coverage is a continuation of Health, Dental or Vision Plan coverage when it would otherwise end because of a life event called a "qualifying event." After a qualifying event, COBRA continuation coverage will be offered to each person who is a qualified beneficiary. You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost due to a qualifying event. As an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

1. Your hours of employment are reduced below 75% FTE, or
2. Your employment ends for any reason other than for gross misconduct.

Additional COBRA information is available in the Human Resources Office.

C. Life/AD&D Insurance

The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligibility for, and payment toward, coverage for individual employment groups, are set forth in the applicable part of the Handbook covering such employees. Life insurance ceases at the end of the month of the last day of

employment.

D. Automobile Protection

If employees' cars are damaged by unknown vehicles while parked on District property or on authorized school business, the District will pay up to \$200 toward the employees' collision portion of the employees' policies. Such claim will be paid upon proof of insurance adjustment submitted to the District Benefits Office. If the employee does not carry collision insurance, the District will pay up to \$200 for such damages, upon proof of loss acceptable to the District.

If employees' cars are damaged by vandalism while on District property while the employees are performing assigned duties, the District will pay up to \$100 toward the employees' comprehensive deductible insurance. Such claim will be paid upon proof of insurance adjustment submitted to the District Benefits Office. If the employees do not carry comprehensive insurance, the District will pay up to \$100 for such damages, upon proof of loss acceptable to the District.

E. Tax-Sheltered Annuities/403(b)

The District sponsors a retirement plan under Internal Revenue Code section 403(b), the "403(b) Plan". Eligible employees may participate in the 403(b) Plan and defer part of their salary to the 403(b) Plan by completing a Salary Reduction Agreement and returning it to the Payroll Office. Salary reduction agreements go into effect two weeks after they are received. A 403(b) Plan Summary is available in the HR portal.

F. Employee Assistance Program - Policy 4400

The District shall provide an Employee Assistance Program (EAP) as a support resource to District employees and their dependents on a voluntary and confidential basis. The EAP is used to address personal problems that can adversely affect an employee's ability to function on the job. Participation in the program, whether by referral or self-initiated, shall be completely confidential and shall not jeopardize an employee's job security or promotional opportunities. Confidential employee information may not be released without the written, signed consent of the employee. This policy does not require or result in any special privileges or exemptions from administrative practices applicable to job performance or supervision.

G. Long-Term Disability

1. **Long-Term Disability Insurance:** The Board shall provide long-term disability insurance to eligible employees. Benefits payable through long-term disability insurance will be integrated with other forms of disability income, if applicable. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.
2. **Eligibility:** Any employee whose individual contract has an assignment of at least fifty percent (50%) of full-time equivalency is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent (50%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
3. **Commencement and Termination of Benefits:** Coverage will commence on the employee's first day of employment. The long-term disability insurance benefits described in this Handbook terminate according to the following schedule:
 - a. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the last day of employment.
 - b. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate on the last day of employment.

4. **Premium Contributions:** The District shall pay the full premium for long-term disability insurance. The benefits will be equal to seventy percent (70%) of the employee's monthly wages.
5. Coverage shall begin after the 60th consecutive calendar day of disability and continue until the employee is eligible to work or until the employee reaches age 65.
6. **Return-to-Work Rights:** Individuals on long-term disability will have return-to-work rights, where possible, to a position most similar to the one the employee last held during the school year in which the disability leaves commenced and continuing through the next full school year. The District will continue to provide health/dental benefits during the duration of the return-to-work period of time at the level of coverage and Board premium contribution equal to active employees.
7. Individuals on long-term disability may remain on the District's life insurance plan for up to 24 months. If an individual is totally disabled prior to age 60, a life insurance Waiver of Premium is available.

10. Retirement

A. Other Post-Employment Benefits-Health Reimbursement Arrangement

The District offers retirement benefits for certain employee classifications as outlined in the *Other Post-Employment Benefits-Health Reimbursement Arrangement Appendix*.

1. Early Retirement Requests – OPEB Tier 1

For retirement purposes, the District has categorized all employees into three (3) tiers as outlined in the Other Post-Employment Benefits-Health Reimbursement Arrangement Appendix. Employees in Tier 1 have a benefit offering of up to 60 months of health insurance or contributions to a Retiree Premium-Only Health Reimbursement Arrangement, if the employee meets criteria. Retirement criteria for Tier 1 employees is 17 years of service and 59 years old by June 30 or August 31 (for 10-month staff). A Tier 1 employee may request consideration for early retirement. The Board will consider requests if the employee is at least 55 years old and has 12 or more benefit-qualified Elmbrook years of service. If approved, the retirement benefit will be amended as follows:

For every month the employee is deficient to the service requirement eligibility (17 years), those month(s) will be deducted from the 60-month benefit.

AND

For every month the employee is deficient in the age requirement eligibility (59 years old), those month(s) will be deducted from the 60-month benefit.

Example 1: A 59-year-old employee with 16 years of service requests retirement. The retiree's retirement benefit will be reduced by 12 months. That employee would receive 48 months of the retiree benefit.

Example 2: An employee who is 58 years/4 months old by June 30 or August 31 (for 10-month staff) with 16 years of service requests retirement. The retiree's health insurance benefit will be reduced by 20 months (8 months for age requirement and 12 months for service requirement). That employee would receive 40 months of retiree health insurance.

2. Death Benefits

If the retiree were to die while still receiving HRA contributions, the surviving spouse or domestic partner will receive the remainder of the payments. For any retiree who dies before the full HRA plan benefit is paid, the District shall contribute in the month of death that amount which is permitted by law for the year of the death.

If the retiree were to die while receiving District-sponsored health insurance, a spouse or other dependent who was enrolled in the District-sponsored health plan at the time of the retiree's death will be allowed to remain on the District-sponsored health plan by continuing to pay the monthly premium until such time as the coverage would have ended for the retiree. This may include a termination of coverage resulting from future changes to the District-sponsored health plan.

3. Other Plan Documents

Health benefits will be provided under a written health plan document or documents adopted from time to time by the District. Similarly, all HRA plan benefits will be provided in accordance with a separate written HRA plan document or documents adopted from time to time by the District. All health benefits and all HRA plan benefits are also subject to the terms of such documents.

4. Reservation of Rights

The District intends to continue to operate this program, but reserves the right to amend,

modify, suspend, or terminate the program at any time. The District will notify employees of any material change in the program. Notwithstanding any Board or District policy or guideline to the contrary, the District also reserves the right to modify these benefits after a Special Category - Leadership Employee retires from the District, if the Board reasonably determines that the provision of such benefit(s) could violate applicable law or subject the District to an excise tax or a penalty of any kind imposed by state and/or federal law or regulation. In the event that the Board makes such a change under this clause, then the Board will consider alternate benefit(s) or payment(s) that, in the Board's sole discretion, would appropriately compensate individuals for any loss of or reduction in the benefits described in this policy.

B. Life, Dental, Vision, AD&D, and Long-Term Disability Insurance

Unless expressly stated elsewhere in this Handbook or its addendum, life, dental, vision and long-term disability insurance terminate on the date of retirement.

C. Wisconsin Retirement System (Department of Employee Trust Funds)

Employees who meet the minimum annual hours of service, as established by the Wisconsin Retirement System (WRS), will be enrolled into the WRS plan. The District will contribute 100 percent of the employer's portion of the WRS contribution. Employees shall be responsible for paying their share of the WRS contributions.

11. Accidents/Incidents Reporting and Worker's Compensation

Employees who incur injury or illness in the conduct of their employment with the District that is compensable under the worker's compensation laws of the State of Wisconsin may be eligible to receive income-replacement payments. Payment shall be accomplished as follows:

- Payment as authorized by the District's worker's compensation carrier, consistent with the worker's compensation laws of the State of Wisconsin.
- Delays in the implementation of adjustments in payment and charges to paid leave may be caused by the processing of the worker's compensation claim. Additionally, absence from work during the first three days due to injury or illness allowed under worker's compensation shall not be fully charged to the employee's accumulated paid leave.
- Continuation of all District benefits, accrual of paid leave, compensation, and reinstatement are outlined under the leave of absence provisions.

A. Reporting Responsibilities

Any employee who is injured on the job shall report the injury to the school office prior to seeking medical attention. In the event of an emergency, the employee shall notify his/her immediate supervisor, school office, and insurance carrier nurse hotline at 855-675-3501 within twenty-four (24) hours after the occurrence of the injury or as soon as practicable.

Neither the District nor its insurance carrier will pay workers' compensation benefits for injuries that might happen if you voluntarily participate in an off-duty recreational, social, or athletic activity that the District might sponsor.

B. Benefits While on Worker's Compensation

If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee will be compensated in the following manner:

The employee has the choice to be paid under sick leave benefits (if available) in lieu of worker's compensation benefits. If such choice is made, any compensation checks received by the employee must be endorsed over to the District. The choice will be made by the employee at the time the first compensation check is received.

The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

C. Accident/Incident Reports

All accidents/incidents occurring on District property, school buses, or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the worker's compensation section of this Handbook.

D. Workplace Safety

1. Adherence to Safety Rules

All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the location of fire alarms, fire extinguishers, evacuation routes, and whom to notify in case of fire.

Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.

All employees while performing district work during approved working hours may not actively participate in physical activities. Rather, employees, including coaches, shall provide safe instruction of physical activities through demonstration, not participation. Demonstrations may be physically performed by experienced students or student athletes under the direction of teachers, coaches and other support staff.

2. Protection of Staff

An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to an Administrator/designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.

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

3. Notification of Safety and Health Standards

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

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. The employee may, in his/her discretion, also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See Wis. Stat.

101.055; Public Employee Safety and Health, available at <http://dsps.wi.gov/sb/docs/sb-PubSectSafEmployeePoster9301.pdf>

E. Modified Duty Policy

1. Purpose:

It is the policy of the District to provide or attempt to provide temporary work activities for employees who are unable to perform all or a portion of their regular work assignments or duties while recovering from an injury or illness claimed to be work-related. This allows injured employees to remain an active and vital part of the District, and to return to productive, regular work as quickly as possible. Any assignment to modified duty is intended to be temporary in nature while the employee is recovering from the injury.

2. Procedure:

Any employee who suffers or claims to have suffered an injury or illness on the job is required to report the injury or illness immediately. Employees seeking medical treatment for a claimed work injury must notify the Human Resources Office and obtain a Return-to-Work Form. The Return-to-Work Form must be completed by your healthcare provider with each visit, as it will allow us to determine your restrictions/limitations and

review your eligibility to participate in modified duty. Doctor appointments and treatments related to the workers' compensation illness or injury should be scheduled during non-work hours whenever possible.

3. Scope:

All active employees who are temporarily unable to perform their regular job while recovering from an alleged work injury may be eligible for modified-work duties, which may consist of:

- a. Changed duties within the scope of the employee's current position;
- b. Other available jobs;
- c. Temporary "project-oriented" tasks; or
- d. An altered schedule of work hours.

The decision to offer or refuse a modified-duty assignment is at the sole discretion of the District. The District cannot guarantee that modified duty will be available to any employee recovering from a work injury; nor is the District under any obligation to offer, create, or encumber any specific position for purposes of offering a modified-duty assignment.

4. Duration:

If work is available within the limitations or restrictions set forth by an employee's attending practitioner (as reflected in the Return-to-Work Form), that employee may be assigned modified duty for the duration of his/her recovery from the injury (healing period), as determined at the sole discretion of the District. Under no circumstances will a modified-duty assignment extend beyond the completion of the healing period.

Employees recovering from work-related illnesses/injuries are expected to observe their medical restrictions and limitations at all times, both on and off the job. Any employee who disregards his/her restrictions or engages in conduct inconsistent with those restrictions will be subject to discipline, up to and including termination, regardless of where or when such conduct occurs, particularly where such conduct may operate to aggravate the employee's condition and/or prolong his/her recovery, eligibility for restricted duty, or absence from work.

5. Procedure:

Employees performing or assigned to modified duty will receive their regular pay while performing it. Any difference between an employee's pre-injury wage and modified -duty earnings will be compensated in accordance with Wisconsin's worker's compensation law.

6. Refusal to Participate:

Employees who have been offered modified duty are expected to report for their modified-duty assignment as scheduled, just like any other assignment. Employees who refuse to participate in modified duty may no longer qualify for worker's compensation payments. Eligible employees may choose to use Family Medical Leave, if available, in lieu of light duty, until they recover or exhaust their eligibility.

7. Return to Work:

Once an employee recovers from the claimed work injury (i.e., reaches an end of healing), he/she will no longer be eligible to participate in modified duty. Employees will be expected to provide the District with a final report from their doctor, indicating whether they have been released for full duty, or detailing any permanent restrictions they may require. The District will then review whether there is work available for the employee,

his/her right to reinstatement under FMLA, if applicable, and any reasonable accommodations the employee may require.

12. Job Specific Information (Addendum)

Addendum A: Teachers, Nurses, and School Counselors

Addendum B: Administrators

Addendum A: Teachers, Nurses, and School Counselors

A. Categories of Employees

The current job categories of teacher employees are defined by the license and the degree required and include, but are not limited to: Teachers, School Counselors, Nurses, and those employees with a Board-approved teaching contract. Hereinafter all of these positions are referred to as “teachers.” The District reserves the right to add, delete, and/or modify any and all job categories at any time in the future, with or without notice.

B. Professional Responsibilities

Teaching contracts will be issued on a one-year basis, in accordance with Wis. Stat. 118.22. Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, Wis. Stat. 111.70(1)(L).

Teachers who voluntarily reduce their full-time contract to a part-time contract are no longer subject to Wis. Stat. 118.22 and do not retain continuing full-time job rights. Part-time teacher contracts are issued based on enrollment and program needs and can vary annually.

Although professional work is not limited to any specified number of hours or days per week, the “typical” hours of work for full-time teachers are at least 40 hours per week. A duty-free, thirty- (30) minute lunch period will be provided to full-time teachers.

If a teacher accepts a voluntary assignment during his/her duty-free lunch period, he/she will be compensated at the rate of \$23.31 per hour.

Work schedule(s) (work day/work week) will be determined at the discretion of the District and communicated to employees. Whenever possible, timely notification will be provided when schedule changes are made. The District values:

1. professional development time and remains committed to high-quality ongoing professional development on an ongoing basis;
2. collaboration and expects department- and grade-level teams to connect for approximately two hours on a weekly basis (collaborative time);
3. the use of data to guide student learning. The District requires staff to spend two contract days focused on using data to enhance instruction and improve student outcomes;
4. transparent and ongoing internal communication and operations and expects staff to spend approximately one hour a month to address these issues when needed per the principal’s discretion (additional staff meeting time); and
5. teacher classroom preparation time. Time during the workday is typically provided for teachers to prepare lessons and supply student feedback.

All teachers, (full- and part-time), are required to attend all faculty, department and curriculum meetings; student conferences; and open house(s) for which they are directed to attend by their principal/immediate supervisor. Meetings may be scheduled during or out of the normal workday at the discretion of an Administrator. In cases where department- and grade-level teams cannot arrive at a consensus regarding collaborative time, the principal or supervisor will decide the team meeting time(s). Required meetings held outside of regular school hours are not eligible for additional compensation.

Any extended contracts and/or additional contract days will be assigned at the discretion of the District as appropriate for the needs of the District. A school-year calendar will be collaboratively developed with key constituents and stakeholders.

C. Attendance/ Call-In Procedures

In the event that the employee is unable to report to work on an unplanned basis, the employee needs to enter the absence into the District’s absence management system and, if a substitute is required, the substitute request system as early as possible, but no later than 6:00 a.m. of the work day absence. In the event of an emergency on the day of the absence, the employee needs to contact his/her Administrator/designee as soon as possible.

To ensure that productive instruction occurs, teachers are expected to have a substitute folder with lesson plans for use by the substitute teacher. The folder must be left in a visible place, or there must be clear directions on its location.

D. Sick Leave

New-to-the-District teachers shall be credited with up to twenty-five (25) percent of lost sick leave from their previous employer, provided there is continuous service between employers.

E. Wages

The District will determine the salary for teachers based on the District’s Excellence in Education Framework (E³). The salary may be increased following base-wage negotiations with the Elmbrook Education Association.

To be eligible for bonus pay, stipend pay, leveling up in the compensation model and base-wage pay adjustments a teacher must be in good standing. A teacher is not “in good standing” if he/she has been placed on an Intensive Support Plan of improvement. A teacher who successfully completes an Intensive Support Plan by the end of the school year is considered in good standing and will receive a base-wage pay adjustment for the following school year. A teacher who does not successfully complete an Intensive Support Plan by the end of the school year, or who is notified at the end of the school year of the commencement of an Intensive Support Plan at the start of the following school year, is not considered in good standing and will not receive a base-wage pay adjustment for the following school year.

Stipends that are to be paid over the full school year will commence with the first payroll in October.

F. Extra Assignments/Overloads

Extra assignments may be paid when full -time equivalents (FTE as determined below) exceeds 1.0 FTE.

1. Teaching Extra Assignments – The following applies to teachers who have been assigned a teaching extra assignment. The following compensation rates will be given based on a typical school day schedule (excludes early-release or special-event schedules) and are based on the bell schedule.

Typical 1.0 FTE Teaching Assignment			
	Elementary Specials*	Middle	High
# of Sections/Week	50	25	15
Typical Length of Period - minutes	30	47	92
Teaching Extra Assignment Compensation			
Length of Class/Course	All year	All year	All year
Extra Assignment Compensation – without additional prep needed (repeat of another class)	\$3,825	\$12,000	\$12,000

Extra Assignment Compensation – with additional prep needed (new course)	\$4,871	\$15,000	\$15,000
* Specials include Music, PE, and Art			

2. Non-Teaching Extra Assignment - Teachers who agree to carry an extra non-teaching assignment shall receive \$3,960.24 per year or \$1,980.12 per semester.
3. Travel - Teachers who have been assigned to travel between schools shall be paid \$1,980.12 per year for one instance of travel per day all year long (i.e., teacher travels from school A to school B, five days a week, all year). All other travel circumstances shall be paid based on this rate.

G. Teacher Assignments, Vacancies and Transfers

Teachers will be assigned or transferred by the Superintendent/designee. Vacancies for teaching assignments and co-curriculars are normally posted internally and externally. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.

When the District determines that an involuntary transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position according to the procedures set forth above, it may, at its sole discretion, transfer any employee in the District qualified for the position.

H. In-House Subbing

For in-house subbing at the elementary level, staff will be compensated for loss of prep time during specials in the event of unfilled absence of specials teachers.

For in-house subbing at the secondary level, staff will be compensated for the loss of prep time in the event of unfilled absence of block.

Compensation will be based on the following:

School Level	Description	Rate
Elementary	Punch for actual sub time	< \$24.15/hr
Middle School	Punch for actual sub time	\$24.15/hr
High School	Punch for actual sub time	\$24.15/hr

I. Job Sharing

Job sharing is defined as a voluntary program to provide the opportunity for two or more employees to share a position, which will be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works. Job sharing may be allowed for reasons such as child rearing, health (member or member's family), continuing education, semi-retirement, and transition to other employment, or any other reason deemed appropriate.

Application and Approval

Two (2) currently employed teachers may apply to fill one (1) full-time teaching position with the approval of the building principal and Human Resources Director. Job sharing may be approved for reasons deemed appropriate by the building principal and Human Resources Director. The teachers' applications must be made by February 1 of the prior school year (unless extenuating circumstances exist); and it must include a proposed work schedule, communication and collaboration plans, and verification that peer observations were conducted of each other. The applications must be endorsed by the building principals after the receiving principals have conducted interviews and observations of both teachers and have made a determination of fit.

Conditions That Apply to Teachers in a Job-Sharing Arrangements:

1. Each teacher's salary and fringe benefits shall be prorated based on the actual time of the agreed teaching assignment(s), except for health insurance. Health insurance is only available to employees who work 30 or more hours a week on a regular basis.

2. The work schedule for teachers who share one (1) job shall be mutually agreed to by the teachers, designed in a way that best meets student needs, and approved by the building principal.
3. Teachers participating in job sharing will be responsible for appropriate involvement in faculty meetings, workdays, parent-teacher conferences, and other critical student/professional days as identified by building principals (e.g., first student day, professional workdays).
4. Expectations of the working relationship between job-sharing teachers include a daily communication system and a plan to collaborate outside of school hours.

Job-sharing arrangements must be annually approved for continuation and may be dissolved at any time by the District. Teachers who participate in job sharing may only return to vacant or newly created full-time positions after receiving approval from building principals and the of Human Resources Director.

J. Nonrenewal, Discipline, and Termination

1. Nonrenewal

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Wis. Stat. 118.22. Reductions in force will also follow the statutory nonrenewal process. Non-renewals are not employee discipline nor employee termination under Board Policy 4606. Such nonrenewal shall be exclusively subject to the provisions of §Wis. Stat. 118.22 and is not covered by the grievance procedure under this Handbook.

2. Standard for Nonrenewal

Full-time, continuing contract teachers employed in the District are subject to non-renewal on a statutory basis, as prescribed in Wis. Stat. 118.22. No teacher shall be non-renewed for arbitrary or capricious reasons. Reductions in force will also follow the statutory nonrenewal process. Non-renewals are not employee discipline nor employee termination under Board Policy 4606. Non-renewals shall be exclusively subject to the provisions of Wis. Stat. 118.22 and are not subject to the grievance procedure contained in this Handbook.

3. Disciplinary Materials

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

4. Selection Process for Reduction in Force

In the event that a reduction in staff is required for reasons determined by the District, the District will consider factors such as job performance, student enrollments, building needs, District needs, budget allowances, certifications and licensure, and seniority when deciding which employees will be selected for the reduction in force. During the staffing process, a teacher whose position has been eliminated due to staffing reduction and who is in good standing will be given priority to available positions.

5. Termination

The Board has the authority to terminate a teacher before the expiration of the teacher's contract for reasons that are not arbitrary or capricious.

K. Co-Curricular, Extra-Curricular and Coaching Assignments

These rates are subject to change at the District's discretion. The rates of compensation can be found in Appendix E.

L. Professional Growth

The District values ongoing professional development for teachers and schedules multiple opportunities for them to enhance their knowledge and skills. As a part of professional responsibilities, teachers are expected to be actively involved in ongoing professional development.

Attendance at conventions, conferences, and seminars is encouraged as part of professional development. Appropriate fees for these events may be paid, contingent upon prior approval from the teacher's building administrator and/or the Central Administrative Offices.

All teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, Board-established curriculum, and continuing study of the art of pedagogy.

M. Holidays

All full-time and part-time employees will be granted two paid holidays: Thanksgiving Day and Memorial Day.

N. Performance Evaluations and Intensive Support Plans

The Board and teachers view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members. The evaluation process will directly align to the Educator Effectiveness model. Teachers will be asked to sign receipt of all evaluation documents for placement in their personnel files, and teachers will have the right to attach a document with any remarks about the evaluations. Copies of the evaluation process, forms, cycle, and designation of supervisor/s will be communicated to employees prior to the start of the school year.

The evaluation schedule and/or process may be changed at the discretion of the District and will be communicated to employees.

Placement on an Intensive Support Plan is the supervision and evaluation procedure applied to teachers whose performance have not met expectations as of the most recent summative evaluation conference or whose performance is deemed to be not meeting expectations. Intensive support plans are designed to improve the overall performance of a teacher whose overall performance has not met expectations. A team consisting of the Building Principal, Director of Human Resources, Teaching & Learning administrator and a teacher selected association or peer representative shall be formed to address the performance deficiencies and expectations outlined in the Intensive Support Plan.

Teachers who are on a support plan at the end of the school year, or who are being notified at the end of the school year of placement on a support plan for the start of the following year, are not eligible for salary adjustments for the following school year. This includes the designated cost of living adjustment as well as any increases associated with leveling up. Contributions normally made to the employee's HRA account will be suspended.

O. Licensure/Certification

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

P. Liquidated Damages

The teacher's individual contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:

1. The teacher must give the District notice that he/she intends to sever his/her contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
2. It is agreed that liquidated damages are due to the District with the sixty- (60-) calendar-day notice of resignation as follows:

- a. One thousand dollars (\$1,000.00) if the employee's resignation is effective on or after the required deadline for contract(s) to be returned, but before August 1.
 - b. Three thousand dollars (\$3,000.00) if the employee's resignation is effective on or after August 1.
3. Liquidated damages and the sixty- (60) calendar-day notice requirement would not apply to teachers who do not return their contracts by the required deadline or whose resignation is tendered and effective after the end of the school year, but before July 1.
 4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s), or the employee shall submit a check for the liquidated damages amount at the time of resignation.

The District, in its discretion, may waive the liquidated damages for the following reasons:

- Employment transfer of the employee's spouse;
- Illness of the employee; or
- Other reasons as determined by the Board.

In the event the District chooses to waive the liquidated damages, the District shall return any damages submitted with the resignation notice to the employee.

- Any employee involuntarily called into service by the United States government for military duty will not be assessed liquidated damages under this section.
5. Process for Resignation and Submission of Liquidated Damages:
 - a. The teacher must submit his/her resignation and amount of liquidated damages in accordance with the preceding provisions.
 - b. The Board, at its discretion, may thereafter accept the teacher's resignation and liquidated damages and release him/her from the teaching contract.
 - c. Per teacher contract, the Board retains the right to refrain from releasing the teacher from his/her contract until a suitable replacement has been hired.
 6. In the event a teacher breaches this contract by termination of services during the term hereof, the Board may, at its option, demand to recover from the teacher such amount of liquidated damages as set forth above; provided however, that this expressed intent to liquidate the uncertain damages and harm to the District is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the said teacher.

Q. Tutoring

Teachers are not permitted to tutor their students privately for pay during the regular school year, except for District-assigned homebound instruction. Tutoring students "privately for pay" is interpreted to mean receiving payment for doing what is customarily considered a part of the teacher's normal workload. Homebound instruction is that instruction given by a teacher, as assigned by the District, and may occur within or outside of the teacher's regular working hours.

Any tutoring of students for pay during the regular school year will: (1) require notification to the teacher's building principal; (2) be conducted outside of regular school hours; and (3) be performed off of District premises.

The District may consider the recommendations and results provided to parents by the tutor, however, they do not have to accept them. Any tutor that interferes with the home-school relationship shall be removed from the tutor list.

R. Student Teachers

The District, subject to the discretion and placement by the Superintendent/designee, will accept

student teachers. A supervising teacher is responsible for the oversight of the student teacher in his/her classroom and for following all program requirements for the placement.

S. Retirement

Details on the Other Post-Employment Benefits Health Reimbursement Arrangement (HRA) can be found in the OPEB-HRA Appendix of this Handbook, in the plan document available on the District intranet site, or by contacting the plan provider.

1. Death Benefits

If the retiree were to die while still receiving HRA contributions, the surviving spouse or domestic partner will receive the remainder of the payments. For any retiree who dies before the full HRA plan benefit is paid, the District shall contribute in the month of death that amount which is permitted by law for the year of the death.

If the retiree were to die while receiving District-sponsored health insurance, then any spouse or other tax dependent who was enrolled in the District-sponsored health plan at the time of the retiree's death will be allowed to remain on the District-sponsored health plan until such time as the coverage would have ended for the retiree. This may include a termination of coverage resulting from future changes to the District-sponsored health plan.

2. Other Plan Documents

Health benefits will be provided under a written health plan document or documents adopted from time to time by the District. Similarly, all HRA plan benefits will be provided in accordance with a separate written HRA plan document or documents adopted from time to time by the District. All health benefits and all HRA plan benefits are also subject to the terms of such documents.

3. Reservation of Rights

The District intends to continue to operate this program, but reserves the right to amend, modify, suspend, or terminate the program at any time. The District will notify you of any material change in the program. Notwithstanding any Board or District policy or guideline to the contrary, the District also reserves the right to modify these benefits after a Teacher retires from the District, if the Board reasonably determines that the provision of such benefit(s) could violate applicable law or subject the District to an excise tax or a penalty of any kind imposed by state and/or federal law or regulation. In the event that the Board makes such a change under this clause, then the Board will consider alternate benefit(s) or payment(s) that, in the Board's sole discretion, would appropriately compensate individuals for any loss of or reduction in the benefits described in this policy.

4. Final Payroll

Teachers who retire effective at the end of the school year will receive a regular payroll on the first June payroll and then have the balance of their salary paid on the second June payroll. The final payroll will include all required insurance premium deductions for July and August as applicable.

T. Comp Days

Comp days are normally not provided to teaching staff and are offered in limited circumstances. School Counselors are provided two (2) comp days for attendance at required summer and evening events. TLS staff are provided up to three (3) comp days for attendance at summer continuous improvement planning. Comp days may not be used on the day before or after a break in the school calendar. Prior supervisory approval for the use of comp days is required.

U. Teacher Records Days

Teachers have the option of working from home on designated Records Days.

V. Strong Start Days

Teachers who are scheduled and work on the summer Strong Start Days have the option of

payment at the curriculum rate or the ability to earn comp days on two Teacher Records Days. Teachers may elect to have one Strong Start Day paid at the curriculum rate and the other Strong Start Day as an earned comp day to use on a Teacher Records Day.

Addendum B: Administrators

A. Benefits

1. Life Insurance

The District shall contribute 100 percent of the premium. The amount of life insurance shall be \$225,000 and included in the policy shall be an accidental death and dismemberment benefit clause. Coverage will commence on the administrator's first day of employment and continue for a full twelve- (12) month period. The life insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

- a. If an administrator resigns, retires, or is terminated during the term of his/her individual contract, District coverage will cease at the end of the month the resignation or termination becomes effective.
- b. If an administrator resigns, retires, or is terminated who has completed the term of his/her contract, District coverage will cease at the end of the month the resignation or termination becomes effective. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30, his/her life insurance benefits will terminate on June 30.

2. Vacation Accrual

Administrators with twelve- (12) month contracts are entitled to five (5) weeks/twenty-five (25) days of vacation per year.

3. Vacation, though credited at the beginning of each contract year, is vested only upon completion of the contract year.

Vacations will accrue at the rate of 2.083 days per month.

Administrators with ten- (10) month contracts follow the school calendar, with any additional contracted days coordinated with his/her supervisor. Administrators with ten-month contracts are not entitled to additional vacation days.

4. Vacation Approval

Vacation leaves may be taken with prior approval (via the District's absence management system) of the Superintendent/designee. Scheduling of vacation time is subject to school functions and duty schedules.

5. Vacation Reporting

All absences shall be recorded. The absentee report shall be periodically reviewed by the Superintendent/designee or the Board President in the case of the Superintendent.

6. Vacation Carry-Over

Administrators who have unused vacation on June 30 may carry over ten (10) of their accrued, but unused, days to the following school year. Carried over vacation days are to be used before the current year's allocation of vacation days. These days are to be used by December 31 and will not carry forward after December 31.

7. Unused Vacation

It is anticipated that 12-month administrators may have a difficult time using vacation days. Administrators may receive per-diem pay for a maximum of five (5) accrued, but unused, vacation days.

The administrator shall notify the Superintendent in writing by May 15 if he/she intends to "trade" vacation days for paid days of employment. The provision to receive per-diem pay for a maximum of five (5) accrued, but unused, vacation days shall apply annually to all 12-month administrators.

8. Vacation at Termination/Retirement

If an administrator leaves the District during a contract year and has used more than his/her earned vacation, a repayment is due the District either through payroll deduction or a check payable to the District.

For administrators leaving at the end of the fiscal year, remaining vacation days should be used whenever possible. Exceptions to this require approval in writing by the Superintendent or designee. In limited circumstances, vacation payout not to exceed five (5) days may be provided.

For administrators leaving during the fiscal year, remaining vacation days should be used whenever possible. Exceptions to this require approval in writing by the Superintendent of designee. No more than ten (10) days of vacation payout will be provided.

9. Sick Leave

New-to-the-District administrators shall be credited with sixty (60) days of sick leave upon hire.

10. Reimbursement for College Credits

Reimbursement equal to or less than tuition fees charged by the University of Wisconsin Milwaukee shall be paid to administrators who successfully complete courses (as defined below) for credit, which have received prior approval by the Superintendent. If administrators have received reimbursement within a 36-month period prior to their effective date of resignation or retirement, that amount must be repaid to the District as follows:

- a. Within 12 months, 100% of the reimbursement
- b. Within 24 months, 66% of the reimbursement
- c. Within 36 months, 33% of the reimbursement

All approved credits, graduate or undergraduate, must be from a North Central Association Commission on Accreditation and School Improvement, Higher Learning Commission accredited college or university earned after the baccalaureate degree and certification or master's degree and certification. The Superintendent, in his/her discretion, may award credit reimbursement for approved credits, graduate or undergraduate, that were obtained from an international college or university that is not covered by the accrediting process set forth above. Proper credentials shall be considered as statements of degrees attained or status toward a degree. Such statements shall be certified by a college registrar or other proper college official. The administrator must receive a grade of "B" or better or a pass on a Pass/Fail grading system to have the credits count toward reimbursement.

11. Mileage Reimbursement

Eligible administrators are reimbursed for mileage based on their choice of a lump-sum payment or actual usage.

Lump-sum payments are paid over 20 payrolls (September through June) based on the in-District mileage estimated to be required to fulfill the administrators' duties and the reimbursement rate set (determined by the amount decreed for the calendar year by the Internal Revenue Service). These payments are made as part of administrators' paychecks and are considered to be part of their reportable income and are taxed accordingly. Staff members have the option to keep the necessary documentation of miles actually traveled and submit that information when completing their tax returns.

Administrators who choose to be paid for their actual mileage are responsible for keeping track of their actual miles driven and for the submitting of periodic reports for reimbursement. This practice eliminates the need to pay FICA; and, since actual mileage is being documented, these reimbursements are not subject to income taxes. Payments are made based on the reimbursement rate set for the school year (determined by the amount decreed by the Internal Revenue Service).

Request for mileage reimbursement for out-of-District travel should be submitted as soon as practical after the travel occurs. Reimbursement will be based on the rate set by the IRS.

12. Paid Holidays

Twelve-month administrators are paid for the following holidays:

- Independence Day, Labor Day, Thanksgiving Recess (Thursday and Friday), the District-designated Winter Recess (December 24 and 25 or alternates), the District-designated New Year's Recess (December 31 and January 1 or alternates), Good Friday, and Memorial Day.

Ten-month administrators are paid for the following holidays:

- Labor Day, Thanksgiving Recess (Thursday and Friday), the District-designated Winter Recess (December 24 and 25 or alternates), the District-designated New Year's Recess (December 31 and January 1 or alternates), Good Friday, and Memorial Day. Alternates will be selected by the Human Resources Director.

13. Holidays Falling on Weekends

If any of the holidays listed above, fall on a Saturday, the preceding workday will be observed as the holiday.

If any of the above named holidays falls on a Sunday, the following workday will be observed as the holiday.

If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday will be observed as the December 31st holiday and the preceding Friday will be observed as the January 1st holiday.

If December 24 and December 31 fall on a Sunday, the preceding Friday will be declared the holiday unless the preceding Friday is a student contact day.

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

If any of the above holidays fall within an administrator's vacation period, the administrator may take an additional day of vacation in lieu of such holiday.

14. Conferences/Professional Memberships

Administrators are encouraged to attend conferences and seminars as part of their professional development. Administrators may use building or department funds to pay for the cost of such conferences and seminars. Administrators may, given supervisor approval, also use building and department funds for memberships in professional organizations related to their position.

B. Licensure/Certification

Administrators shall maintain a valid license or certificate, properly registered and issued by the State of Wisconsin, sufficient to lawfully permit each administrator to perform such duties as may be assigned.

Each administrator who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate by September 1 following the required renewal, to be maintained in his or her personnel file. Personnel files can be found in the Human Resources Office. Administrators are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. An administrator contract with any person not legally authorized to teach the named subject or at the named school shall be void. All administrator contracts shall terminate if, and when, the authority to teach terminates.

C. Tuition Reimbursement

Administrators or other staff who are provided with the opportunity for tuition reimbursement shall be required to make their reimbursement request within 12 months of the completion of the course. Requests submitted beyond the 12-month period shall not be considered.

D. Work Schedules for Administrative Staff

Administrative staff's work schedules are set by the District administrator with the professional duties of each administrator taken into account in the setting of the work schedule. Each administrator's work schedule will be aligned with the days and term of employment specified in the administrator's individual contract. Full-time administrators are generally expected to work eight-hour duty days. Professional staff (exempt personnel in accordance with the Fair Labor Standards Act) such as central office administrators, directors, coordinators, principals, associate principals, assistant principals, directors of instruction, counselors, campus athletic coordinators, diagnosticians, and supervisors, are expected to report for duty for at least eight hours each day, excluding a 30-minute lunch break. Administration schedules may vary because of staggered starting times and job responsibilities.

E. Payroll Deductions

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

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

Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with a bona fide plan, policy, or practice of providing accrued paid leave for such sickness or disability and where the administrator has exhausted such leave. See 29 CFR §541.602(b)(2).

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

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

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

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

1. Permission for its use has not been sought or has been sought and denied;
2. Accrued leave has been exhausted; or
3. The employee chooses to use leave without pay.

It is the policy of the District that improper pay deductions from the salary of exempt employees under the federal Fair Labor Standards Act, as specified in Board policy, this Handbook, and 29 C.F.R. §541.602, are prohibited. Administrators are to promptly report any improper pay deductions to the Business Office. Employees who have had improper deductions made from their compensation will be promptly reimbursed. See 29 CFR §541.603(d).

F. Administrator Evaluation

General Provisions

Administrators will receive written evaluations based on Board-adopted position descriptions, including job-related activities.

Evaluation Frequency

Administrators will receive a written evaluation at the end of each year.

G. Evaluators

General Provisions

The Board is responsible for the Superintendent's evaluation. The Superintendent is responsible for the evaluation of other administrators and shall either perform those evaluations him or herself or shall direct that those evaluations be performed by other persons who have the training, knowledge, and skills necessary to evaluate professional administrative school personnel.

H. Professional Compensation

Administrators will be compensated in accordance with the terms of their individual contracts.

I. Retirement

Details on the Other Post-Employment Benefits Health Reimbursement Arrangement can be found in the OPEB-HRA Appendix of this Handbook, in the plan document available on the District intranet site, or by contacting the plan provider.

Death Benefits

If the retiree were to die while still receiving HRA contributions, the surviving spouse or domestic partner will receive the remainder of the payments. For any retiree who dies before the full HRA plan benefit is paid, the District shall contribute in the month of death that amount which is permitted by law for the year of the death.

If the retiree were to die while receiving District-sponsored health insurance, then any spouse or other tax dependent who was enrolled in the District-sponsored health plan at the time of the retiree's death will be allowed to remain on the District-sponsored health plan until such time as the coverage would have ended for the retiree. This may include a termination of coverage resulting from future changes to the District-sponsored health plan.

Other Plan Documents

Health benefits will be provided under a written health plan document or documents adopted from time to time by the District. Similarly, all HRA plan benefits will be provided in accordance with a separate written HRA plan document or documents adopted from time to time by the District. All health benefits and all HRA plan benefits are also subject to the terms of such documents.

Reservation of Rights

The District intends to continue to operate this program, but reserves the right to amend, modify, suspend, or terminate the program at any time. The District will notify you of any material change in the program. Notwithstanding any Board or District policy or guideline to the contrary, the District also reserves the right to modify these benefits after an Administrator retires from the District, if the Board reasonably determines that the provision of such benefit(s) could violate applicable law or subject the District to an excise tax or a penalty of any kind imposed by state and/or federal law or regulation. In the event that the Board makes such a change under this clause, then the Board will consider alternate benefit(s) or payment(s) that, in the Board's sole discretion, would appropriately compensate individuals for any loss of or reduction in the benefits described in this policy.

J. Liquidated Damages

If working through 6/30, and if notice is given:

- Prior to 3/1 = no liquidated damages
- 3/1 - 4/30 = \$1,500
- 5/1 - 6/30 = \$2,000

If administrator does not work through 6/30, \$4,000 in liquidated damages will be assessed.

APPENDIX A: Employment Posters/Notices

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

Affordable Care Act – Notice to Employees of Coverage Options

For employers who offer a health plan to some or all employees

English <http://www.dol.gov/ebsa/pdf/FLSAwithplans.pdf>

Spanish <http://www.dol.gov/ebsa/pdf/FLSAwithplanssp.pdf>

For employers who do not offer a health plan

English <http://www.dol.gov/ebsa/pdf/FLSAwithoutplans.pdf>

Spanish <http://www.dol.gov/ebsa/pdf/FLSAwithoutplanssp.pdf>

COBRA – Model Election Notice

English <http://www.dol.gov/ebsa/modelectionnotice.doc>

Spanish <http://www.dol.gov/ebsa/modelectionnoticesp.doc>

Copyright Basics

English <http://www.copyright.gov/circs/circ01.pdf>

Employee Protections Against Use of Honesty Testing Devices - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10861_p.pdf

Equal Employment Opportunity is the Law

English http://www1.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf

Spanish http://www.eeoc.gov/employers/upload/eeoc_self_print_poster_spanish.pdf

“EEO is the Law” Poster Supplement

English http://www1.eeoc.gov/employers/upload/eeoc_gina_supplement.pdf

Spanish http://www.eeoc.gov/employers/upload/eeoc_gina_supplement_spanish.pdf

Fair Employment Law - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_s_p.pdf

Fair Labor Standards Act - Federal

<http://www.dol.gov/whd/regs/compliance/posters/wh1385State.pdf>

Family and Medical Leave Act - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_s_p.pdf

Family and Medical Leave Act – Employee Rights and Responsibilities - Federal

English <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

*Information about the federal Family and Medical Leave Act also must be in your employee handbook.

Federal Requirements for Asbestos Management in Schools

English <http://www.epa.gov/asbestos/pubs/aherarequirements.pdf>

Hazardous Chemicals in the Workplace?

English <http://dsps.wi.gov/sb/docs/sb-PubSectSafHazardousPoster6894.pdf>

Hours and Times of Day Minors May Work in Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_p.pdf

Spanish https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_s_p.pdf

Chinese <http://www.dwd.state.wi.us/dwd/publications/erd/doc/ERD-9212-Chinese-P.doc>

Lao <http://www.dwd.state.wi.us/dwd/publications/erd/doc/ERD-9212-Lao-P.doc>

Job Loss? Important Information Workers Need to Know to Protect their Health Coverage and Retirement Benefits

<http://www.dol.gov/ebsa/pdf/joblossposter2.pdf>

Minimum Wage Rates - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf

Notice to Employees About Applying for Wisconsin Unemployment Benefits

English <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7e.pdf>

Spanish <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7s.pdf>

Hmong <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7h.pdf>

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9116_p.pdf

Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf

Public Employee Safety and Health

English <http://dsps.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

Your Rights Under USERRA: The Uniformed Services Employment and Reemployment Rights Act

([complete information from Dept. of Labor](#))

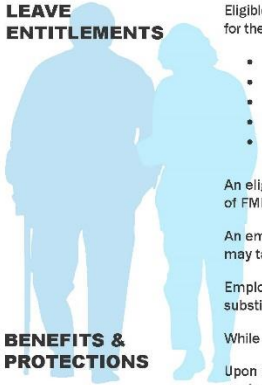
English http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf#Non-Federal

APPENDIX B: FMLA Poster

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

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

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

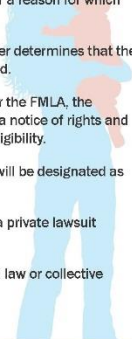
Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

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





WI11420 REV 04/16

APPENDIX C: School Year Calendar



2023-24 School Calendar

Dates in **red** denote "Non-School Days" Partial or Full
Dates in **red and underlined** denote Teachers - No Students

AUGUST

22-24 New Teacher Orientation
28 Teacher Work Day - All (Back-to-School Event)
28-30 Teacher Work Day - All Levels
31 Strong Start Conferences - Elementary Level

SEPTEMBER

1 Strong Start Conferences - Elementary Level
4 NO SCHOOL - Labor Day
5 First Day of School
25 NO SCHOOL - Teacher Professional Development

OCTOBER

16 NO SCHOOL - Teacher Professional Development
27 *Half Day- AM Classes for Grades 5K-12 Only - No 4K
(High School Teachers PM Professional Development)

NOVEMBER

6 NO SCHOOL - Teacher Records Day (End of Q1)
22-24 NO SCHOOL - Thanksgiving Break

DECEMBER

15 NO SCHOOL - Teacher Professional Development
23-31 NO SCHOOL - Winter Break

JANUARY

1 NO SCHOOL - Winter Break
15 NO SCHOOL - Martin Luther King Jr. Day
22 NO SCHOOL - Teacher Records Day (End of Q2)

FEBRUARY

20 NO SCHOOL - Teacher Professional Development

MARCH

22 NO SCHOOL - Teacher Records Day (End of Q3)
25-31 NO SCHOOL - Spring Break

APRIL

2 NO SCHOOL - Teacher Professional Development

MAY

27 NO SCHOOL - Memorial Day Holiday

JUNE

6 Last Student Day of School
7 Teacher Records Day (End of Q4)
9 High School Graduation (BEHS 11am; BCHS 3pm)

SCHOOL START & END TIMES:

Elementary Schools 8:50 - 3:43 High Schools 7:55 - 3:09
Middle Schools 7:18 - 2:31 Fairview South 8:15 - 2:54

HALF DAY START & END TIMES:

Elementary Schools 8:50 - 12:09 High Schools 7:55 - 11:14
Middle Schools 7:18 - 10:37 Fairview South 8:15 - 11:34

August 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	*27	28
29	30	31				

November 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

March 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APPENDIX D: Other Post-Employment Benefits - Health Reimbursement Arrangement

The School Board (the “Board”) for the School District of Elmbrook (the “District”) provides certain post-employment benefits for certain employee groups. The program provides two to three tiers of benefits that are available to specific groups. This appendix provides certain additional detail regarding those benefits as is currently in effect for retirements after August 31, 2015.

Your personal benefit qualifying information can be requested separately from the District. All Tier 1 qualified employees are eligible for retirement at age 59 with 17 years of service. All Tier 2 and 3 qualified employees must meet WRS retirement eligibility requirements.

For purposes of this benefit, service includes any service in a benefit classification that provides similar post-employment benefits (i.e., as an eligible teacher, as an eligible support staff employee or an eligible administrator) with benefit-qualified years of service.

Employees eligible for benefits must submit an application for post-employment benefits to the Superintendent or designee no later than February 1 for a retirement that is to be effective as of August 31 (June 30 for 12-month employees) of that year. If having the option under Tier 1, the employee’s selection between continued health insurance coverage or HRA contributions is final and may not be changed at a later date once selected and approved by the Board.

In the case of continued health insurance: The District’s contribution to the premium for a retiree receiving health insurance shall be limited to a maximum of 75% of the premium for the lowest-cost health plan available at the time of retirement and in future years, the current plan contribution for the lowest cost plan and premium. Retirees in Tier 1 may choose from any plan offered to active employees by paying the additional premium share. If the retiree or surviving spouse changes from a family plan to a single plan during the term of the benefit, the 75% cap will be recalculated at the lower of the single plan contribution in the year of retirement or of the current single plan contribution for the lowest cost plan. The District’s payment toward the insurance premium for such a retiree shall not be more than what the District would pay if the individual were still actively employed.

Any non-insurance benefits will be paid into a Health Reimbursement Arrangement (“HRA”) account.

OPEB Quick Reference Sheet

Death Benefits

If the retiree were to die while still receiving HRA contributions, the surviving spouse or domestic partner will receive the remainder of the payments. For any retiree who dies before the full HRA plan benefit is paid, the District shall contribute in the month of death that amount which is permitted by law for the year of the death.

If the retiree were to die while receiving District-sponsored health insurance a spouse or other dependent who was enrolled in the District-sponsored health plan at the time of the retiree’s death will be allowed to remain on the District-sponsored health plan by continuing to pay the monthly premium until such time as the coverage would have ended for the retiree. This may include a termination of coverage resulting from future changes to the District-sponsored health plan.

Other Plan Documents

Health benefits will be provided under a written health plan document or documents adopted from time to time by the District. Similarly, all HRA plan benefits will be provided in accordance with a separate written HRA plan document or documents adopted from time to time by the District. All health benefits and all HRA plan benefits are also subject to the terms of such documents.

Reservation of Rights

The District intends to continue to operate this program, but reserves the right to amend, modify, suspend or terminate the program at any time. The District will notify employees of any material change in the program. Notwithstanding any Board or District policy or guideline to the contrary, the District also reserves the right to modify these benefits after a Special Category - Leadership Employee retires from the District if the Board reasonably determines that the provision of such benefit(s) could violate applicable law or subject the District to an excise tax or a penalty of any kind imposed by state and/or federal law or regulation. In the event that the Board makes such a change under this clause, then the Board will consider alternate benefit(s) or payment(s) that, in the Board's sole discretion, would appropriately compensate individuals for any loss of or reduction in the benefits described in this policy.

Elmbrook Retirement Benefits

The current Other Post-Employment Benefit Program (OPEB) was approved in February 2015 to attract and retain high-quality staff to the District while building a financially sustainable retirement benefit that includes a defined-contribution approach. A Premium-Only Health Reimbursement Arrangement has been put in place to provide support in purchasing insurance coverage outside of Elmbrook. The plan administrator for the Premium-Only HRA is MidAmerica.

Commencing with the 2015-16 school year, Elmbrook Schools developed a defined contribution plan to support employees with their post-employment insurance premium costs. The program was categorized by tier based on job category (Administrator, Teacher/Special Category-Leadership, Support Staff/Special Category-Confidential), health benefit eligibility, age and years of service as of August 31, 2015. See the OPEB retirement chart below and [OPEB Post-Employment Benefit Program](#) booklet, which was approved by the Board in spring 2015.

Tier 1

Employees designated in Tier 1 were based on age and years of service as of August 31, 2015. The minimum qualifications for Tier 1 retirement benefits is age 59 with 17 years of Elmbrook service. At the time of retirement, the Tier 1 member has the option for continued health insurance with the District contribution of a 75% premium cap for up to 5 years or to age 65, whichever comes first OR the option for annual \$12,000 contributions, up to \$60,000, in a Premium-Only Health Reimbursement Arrangement for 5 years or to age 65, whichever comes first.

The continued health insurance options includes District contributions to the HSA as granted to active employees in each plan year. The OPEB-HRA option allows the retiree to purchase insurance coverage, including Medicare and Medicare Supplements/Advantage plans, bridge policies and long-term care outside of Elmbrook. If the retiree returns to an Elmbrook position which offers benefits, the OPEB-HRA is suspended until such time as the retiree is no longer employed with District benefits.

For Tier 1 members, requests for exceptions to the retirement requests shall be considered by the Board of Education. Upon approval, for each month the employee is deficient in age and/or Elmbrook service, the matching monthly benefit will be deducted from the up to 60-month retirement benefit.

Tier 2

Employees were designated as of August 31, 2015 to Tier 2 if they were employed and age 45 or older. Tier 2 members received a District contributions into a Premium Only-Health Reimbursement Arrangement with MidAmerica for qualified years of service prior to. Beginning in June, 2016, Tier 2 employees receive an annual contribution, while actively working, up to age 65. Upon termination of employment (i.e. resignation or retirement) from Elmbrook with WRS eligibility (currently age 55 or older), the OPEB-HRA through MidAmerica is 100% vested and becomes available to the Tier 2 member to purchase insurance coverage, including Medicare and Medicare Supplement/Advantage plans, bridge policies and long-term care outside of Elmbrook. If the employee returns to an Elmbrook position which offers benefits, the OPEB-HRA is suspended until such time as the retiree is no longer employed with District benefits.

Tier 3

Employees were designated to Tier 3 if they were employed and under age 45 as of August 31, 2015. In addition, employees newly hired as of the 2016-17 school year and thereafter are classified as Tier 3. Tier 3 members who were employed as of August 31, 2015 received a District contributions into a

Premium Only-Health Reimbursement Arrangement with MidAmerica for qualified years of service prior to 2016. Beginning in June, 2016, Tier 3 employees receive an annual contribution, while actively working, up to age 65. Upon termination of employment (i.e. resignation or retirement) from Elmbrook with WRS eligibility (currently age 55 or older), the OPEB-HRA through MidAmerica is 100% vested and becomes available to the Tier 3 member to purchase coverage, including Medicare and Medicare Supplement/Advantage plans, bridge policies and long-term care outside of Elmbrook. If the employee returns to an Elmbrook position which offers benefits, the OPEB-HRA is suspended until such time as the retiree is no longer employed with District benefits.

Tiers 2 & 3 – 50% Vesting

Tiers 2 and 3 employees in the Administrator and Teacher/Special Category-Leadership groups can obtain 50% vesting of their OPEB-HRA contributions upon resignation prior to age 55.

Administrators who had 0-9 years of service as of June 30, 2015 become 50% vested upon the completion of their 10th year of service. Administrators who had 10 or more years of service as of June 30, 2015 vest only at 100% upon termination of employment (resignation or retirement) from Elmbrook with WRS eligibility (currently age 55 or older).

Teacher/Special Category-Leadership employees who had 0-14 years of service as of June 30, 2015 become 50% vested upon the completion of their 15th year of service. Teacher/Special Category-Leadership employees who had 15 or more years of service as of August 31, 2015 vest only at 100% upon termination of employment (resignation or retirement) from Elmbrook with WRS eligibility (currently age 55 or older).

The OPEB benefit structure is based on employee group and tiers, which are outlined below.

Teacher / Special Category – Leadership	TIER 1	TIER 2	TIER 3
Tier Qualification as of 8/31/2015 (New Hire: Age at Hire)	Age: Greater than 52 Years of Service: 10 or more	Age: 45 or Greater	Age: Under Age 45
Retirement Qualification 100% Vested	Age 59 with 17 years	WRS Eligibility: Age 55	WRS Eligibility: Age 55
Retirement Benefit	Option for up to 5 years to Age 65: Health Insurance 75% Premium Paid – OR- Premium-Only HRA contributions	Premium – Only Health Reimbursement Arrangement (HRA)	Premium – Only Health Reimbursement Agreement (HRA)
HRA Contributions Annually each June through Age 65 (pro-rated based on FTE, for completion of school year while in good standing)	Up to 5 Years to Age 65: \$12,000 per Year, Maximum of \$60,000	\$1,500 Per Year of Service (Prior to August 2015) \$1,000 Per Year of Service (Pro-Rated based on FTE) (Post 2015)	\$1,000 Per Year of Service (Prior to August 2015) \$1,000 Per Year of Service (Post 2015)

Vesting Qualification as of 8/31/2015	50% Vesting – Not available	Years of Service: 0-14	Years of Service: 0-14
Vesting Amount After the 15th Year of Service	50% Vesting – Not available	50%	50%

Support/Special Category - Confidential	TIER 1	TIER 2	TIER 3
Tier Qualification as of 8/31/2015 (Special Category- New Hire: Age at Hire) (Support – New Hire: OPEB Benefit Not Available)	Support- Age: Greater Than 53 Years of Service: 12 or more Special Cat Conf-Age: Greater than 52 Years of Service: 10 or more	Age 45 or Greater	Age: Under Age 45
Retirement Qualification 100% Vested	Age 59 with 17 Years	WRS Eligibility: Age 55	WRS Eligibility: Age 55
Retirement Benefit	Option for up to 5 years to Age 65: Health Insurance 75% Premium Paid – OR – Premium-Only HRA contributions	Premium-Only Health Reimbursement Arrangement (HRA)	Premium-Only Health Reimbursement Arrangement (HRA)
HRA Contributions Annually each June through Age 65 (pro-rated based on FTE, for completion of school year while in good standing)	Up to 5 Years to Age 65: \$12,000 per Year, Maximum of \$60,000	\$750 Per Year of Service (Prior to August 2015) \$500 Per Year of Service (Pro-Rated based on FTE) (Post 2015)	\$500 Per Year of Service (Prior to August 2015) \$500 Per Year of Service (Post 2015)

Administrator	TIER 1	TIER 2	TIER 3
Tier Qualification as of 8/31/2015 (New Hire: Age at Hire)	Age: Greater than 52 Years of Service: 10 or more	Age: 45 or Greater	Age: Under Age 45
Retirement Qualification 100% Vested	Age 59 with 17 years	WRS Eligibility: Age 55	WRS Eligibility: Age 55
Retirement Benefit	Option for up to 5 years to Age 65: Health Insurance 75% Premium Paid – OR – Premium-Only HRA contributions	Premium-Only Health Reimbursement Arrangement (HRA)	Premium-Only Health Reimbursement Arrangement (HRA)
HRA Contributions Annually each June through Age 65 (pro-rated based on FTE, for completion of school year while in good standing)	Up to 5 Years: \$12,000 per Year, Maximum of \$60,000	\$2,000 Per Year of Service (Prior to August 2015) \$1,000 Per Year of Service (Pro-Rated based on FTE) (Post 2015)	\$1,000 Per Year of Service

Vesting Qualification as of 6/30/2015	Vesting- Not available	Years of Service: 0-9	Years of Service: 0-9
Vesting Amount After the 10th Year of Service	Vesting- Not available	50%	50%

Appendix E: Extra Pay Rates

<u>EMPLOYEE TYPE</u>	<u>RATE</u>	<u>DESCRIPTION</u>
SUMMER SCHOOL:		
Summer School Principal	\$7,000	No stipend for 12 MO Principal
Summer School Teacher	\$28.00	
Summer School Teacher Sub	\$25.00	Paid through Teachers on Call
Summer School Student Supervisor	\$14.00	
Summer School Lead Student Supervisor	\$15.00	
Summer School Health Room Assistant	\$16.00 (\$15.43 for non-Elmbrook staff)	
Summer School Secretary	Paid at Elmbrook staff member's own rate of pay (\$16.86 for non-Elmbrook staff)	
Summer School Library Assistant	Paid at Elmbrook staff member's own rate of pay (\$16.86 for non-Elmbrook staff)	
Summer School Special Education Assistant	Paid at Elmbrook staff member's own rate of pay (\$16.50 for non-Elmbrook staff)	
Summer School Nurse	\$35.00	
MISC HOURLY RATES:		
Athletic Worker	\$16.00	Event Organizer, Stats, Announcer, Scorer, and Timekeeper
Game Manager	\$18.00	
Ticket Taker	\$15.00	Supervisor & ticket taker
Chaperone	\$15.00	
Judge	\$13.00	
Test Proctor (School Day)	\$18.75	
Extra-Curricular Student Supervisor	\$14.91	1:1 Asst after school due to IEP – Approved by SpEd Coordinator

TEACHER HOURLY RATES:		
Teacher Curriculum Rate	\$28.00	
Teacher Extra-Curricular Student Supervisor	\$26.00	
Homebound Instruction Rate	\$30.00	
Summer Professional Development Rate	\$23.31	
Extended School Year:	\$30.00	
Teacher	\$40.00	
Occupational Therapist	\$35.00	
Speech/Language Pathologist		
ACT Proctor (Teacher – Saturday)	\$33.34	
TEACHER STIPENDS:		
Club Advisor	Based on club type and commitment	For Full Year
ACT Coordinator	\$2,000	
Department Budget Manager	\$500	
Elmbrook Literacy Foundations (ELF) Coordinator	\$3,200	
Global Education Achievement Certification Coordinator	\$1,200	
Math AVMR Training	\$2,000	
National Board Cohort Leadership	\$2,000	
Nursing Coordinator	\$4,000	
Principal – Fairview South School	\$3,960	
	\$500	
Solo Ensemble Coordinator		
Solo Ensemble Scheduler	\$500	
Spelling Bee Coordinator	\$1,000	
Teacher Travel	\$1,980.12	Full year: Traveling once/day for 5 days/week
Wellness Champion	\$800-\$1,200	Depending on size of school
BUS DUTY		
A.M. ONLY - 5 Days per week	\$648.00	Full year
P.M. ONLY - 5 Days per week	\$648.00	Full year
BOTH - 5 Days per week	\$1,296.00	Full year
LUNCH ROOM		
5 X per week	\$1,980.12	Full year
1 X per week	\$396.02	Full year
Every other day (2.5 X per week)	\$990.06	Full year

Middle School Coaching Salary Schedule

	Assistant Coach	Head Coach
Cross Country - Girls	2304	2880
Cross Country - Boys	2304	2800
Track - Girls	2304	2800
Track - Boys	2304	2800
Wrestling	2304	2800

High School Coaching Salary Schedule

	Dive Coach	Freshman Assistant	Freshman Head	JV Assistant	JV Head	Varsity Assistant	Varsity Head
Basketball - Boys & Girls		2500	3500	2500	3500	3500	5740
Football		2250	3000	3000	3000	3000	4800
Swim/Dive - Boys & Girls	1500					2900	4500
Cheer/Dance						2000	4500
Track - Boys & Girls						2400	4200
Wrestling						2125	4200
Soccer - Boys & Girls			2500		2500	2500	3700
Volleyball - Boys & Girls			2700		2700	2700	3600
Cross Country - Boys & Girls						2250	3600
Baseball/Softball			2250		2250	2250	3500
Lacrosse						2000	3500
Golf - Boys & Girls			2100		2100	2100	3100
Tennis - Boys & Girls					2000	2000	3000

High School Department Chairs

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
AVID	3960						
Art/Visual & Performing Arts		3200					
ATE		3200					
Science		3200					
English		3200					
Math			2800				
Special Education			2800				
Social Studies			2800				
World Languages			2800				
Student Services			2800				
Business Education				2000			
Physical Education					1800		
Music					1800		
Canvas Lead						1400	
							1000

*Tiers based on Budget, Department Size and Consumable Purchases

Middle School Department Chairs

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
AVID	3960					
Special Education		2800				
Athletic Dept. Chair			2000			
English/Language Arts			2000			
Math			2000			
Science			2000			
Social Studies			2000			
Student Services			2000			
Music			2000			
Physical Education				1600		
Elective Wheel Dept. Head				1600		
World Languages				1600		
Canvas Lead				1600		
Elective Wheel Dept. Budget Man.					1000	
						500

*Tiers based on Budget, Department Size and Consumable Purchases

Extra-Curricular Club Tiers

- Club levels refer to a club as a whole.
- Club alignment will be determined on an annual basis by the Principal and Associate Principal.
- The primary consideration for tier determination is advisor time commitment. The tiers are typically representative of time commitments and may vary.
- Clubs are paid by stipend, not at an hourly rate.
- Club stipends will be paid twice per year to coincide with the end of each semester.
- A stipend allotted to a club as a whole will need to be divided among the advisors if there are multiple advisors with approval of the Principal and Associate Principal.
- New clubs may be accepted based on budget availability or on a volunteer basis.
- During the first year of operation, clubs are not guaranteed a position beyond a level 1 club, as they will need to provide documentation of hours actually incurred in order to advance in the stipend system in subsequent years.
- Payment for clubs in the first year of operation will be paid at the completion of the season after consultation with the Principal and Associate Principal to review participation.
- Clubs that choose to meet during lunch or resource period do so on a volunteer basis; this is not paid time.

Middle School

LEVEL

1

\$360

- Minimum of 10 hours spent directly with students in a club activity outside of the school day
- Minimum student participation of 10
- Meets regularly when the club is in session at school

LEVEL

2

\$750

- Minimum of 20 hours spent directly with students in a club activity outside of the school day per club
- Meets regularly when the club is in session with a small number of activities outside of school

LEVEL

3

\$1,000

- 20-99 hours spent directly with students in a club activity outside of the school day
- Meets about once-twice/week when the club is in session with a small number of activities outside of school

LEVEL

4

\$3,120

- 100+ hours spent directly with students in a club activity outside of the school day
- Participates in several events in the community - regular community involvement
- Club activity extends throughout the school year and club meets more than once/week
- State-wide competitions/performances

Extra-Curricular Club Tiers

- Club levels refer to a club as a whole.
- Club alignment will be determined on an annual basis by the Athletic Director.
- The primary consideration for tier determination is advisor time commitment. The tiers are typically representative of time commitments and may vary.
- Clubs are paid by stipend, not at an hourly rate.
- A stipend allotted to a club as a whole will need to be divided among the advisors if there are multiple advisors with approval of the Athletic Director.
- New clubs may be accepted based on budget availability or on a volunteer basis.
- During the first year of operation, clubs are not guaranteed a position beyond a level 1 club, as they will need to provide documentation of hours actually incurred in order to advance in the stipend system in subsequent years.
- Payment for clubs in the first year of operation will be paid at the completion of the season after consultation with the Athletic Director to review participation.
- Clubs that choose to meet during lunch or resource period do so on a volunteer basis; this is not paid time.

High School

LEVEL

1

\$360

- Minimum of 10 hours spent directly with students in a club activity outside of the school day
- Minimum student participation of 10
- Meets regularly when the club is in session at school

LEVEL

2

\$750

- Minimum of 20 hours spent directly with students in a club activity outside of the school day per club
- Meets regularly when the club is in session with a small number of activities outside of school

LEVEL

3

\$1,000

- 20-49 hours spent directly with students in a club activity outside of the school day
- Meets about once-twice/week when the club is in session with a small number of activities outside of school

LEVEL

4

\$1,400

- 50-75 hours spent directly with students in a club activity outside of the school day
- Participates in several events in the community - regular community involvement
- Meets once-twice/week when club is in session

LEVEL

5

\$1,800

- 75-99 hours spent directly with students in a club outside of the school day
- Participates in several events in the community - regular community involvement
- Meets approximately two times/week when club is in session

LEVEL

6

\$2,800

- 100-199 hours spent directly with students in a club outside of the school day
- State-wide competitions/performances
- Community connections
- Major annual school events
- Annual travel
- Club activity extends throughout the school year and club meets more than once/week

LEVEL

7

\$4,000

- 200+ hours spent directly with students in a club outside of the school day
- Involves community members/volunteers
- State/National Organization Affiliation
- Significant communication, fundraising activity and charitable events
- Weekend events
- State-wide/Regional/National competition or performances
- Community connections are interwoven into the club experience on a regular basis
- Host/plan major annual school events
- Travel to other cities/states/countries annually
- Awards/accolades earned
- Year-round activity with weekly multiple activities
- Co-curricular clubs only

Appendix F: Teacher Training Requirements

A. Elmbrook Literacy Foundations (ELF)

The ELF course is required in the first 2 years of employment for ALL 4K-3rd Grade, K-5 English Learner, and K-5 Special Education Teachers. This course is a two-semester practicum.

This course is composed of a practicum designed for teachers of Kindergarten through grade 5 children at risk in early literacy learning. The Elmbrook Literacy Foundations (ELF) is year-long professional learning provided to elementary teachers on science-based reading instruction (including phonemic awareness, phonics, fluency, writing and comprehension). The course focuses on emergent literacy and is designed to help teachers be responsive to student needs based on formal and informal assessments. Teachers will become experts at assessing a child, identifying specifically where the child is functioning in reading and writing, and determining strategies to support the child. Teachers will learn coaching strategies and techniques to accelerate the progress of readers.

B. Sunday 1

All existing Elmbrook elementary teachers (general, special, EL educators) 4K-3rd grade will be trained in Sunday System 1 prior to the start of the 2022-23 school year. All new teachers beginning employment in the 2022-23 school year and thereafter will be trained within their first year of employment.

**Note that if engaging in Elmbrook Literacy Foundations (ELF) during year 1 of employment, the Sunday 1 requirement is absorbed into that training.*

The *Sunday Intervention* is a small-group, short-term intervention program. The Sunday Intervention offers explicit, systematic, multisensory instruction using proven Orton-Gillingham methods. Participants will learn to promote students' reading success through fidelity, intensity and content of science-based reading instruction. This instruction contains essential elements of Orton-Gillingham methods including:

- Direct and explicit instruction
- Simultaneous and multisensory instruction
- Systematic and cumulative instruction
- Synthetic and analytic phonics
- Diagnostic and prescriptive assessment

Sunday training provides essential learning for educators. Teacher professional learning in Sunday methods will support small group and whole group student instruction in both tier 1 and tier 2.

C. Add+Vantage Math Recovery (AVMR)

Add+VantageMR (AVMR) training is required for all K-8 General Education Mathematics teachers, K-12 Special Education teachers, and K-12 Math Interventionists. Staff assigned in these roles for the 2023-24 school year must complete this training by the end of the 2024-25 school year. New-to-the-District employees working in the specific job assignments listed below must complete this training within the first two (2) years of employment.

Job specific course requirements are listed below:

- K-1 General Education Staff: AVMR Course 1
- 2 General Education Staff: AVMR Course 1 & CPV (Conceptual Place Value)
- 3-5 General Education Staff: AVMR Course 1, 2 & Fractions
- K-5 Special Education Staff: Course 1 & 2 & Fractions

- 6-8 General Education Staff: Fractions
- 6-8 Special Education Staff: AVMR Course 1, 2 & Fractions
- 9-12 Special Education Staff: Fractions

These courses are week-long professional learning provided to elementary teachers, middle school teachers and high school interventionists on the use of diagnostic assessments to produce useful data for differentiating and informing instruction. Educators who complete Add+VantageMR® courses are better prepared to meet the rigorous challenges of teaching by recognizing current student understandings and appropriate ways to advance the development of important mathematical concepts and skills. Courses provide teachers with efficient and effective assessment tools to recognize their students' current understanding to support data driven instruction.