

EVANSVILLE COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK

Version 1 – April 29, 2013

Version 2 – July 1, 2014

Version 3 – July 1, 2015

Version 4 – July 1, 2016

Version 5 – July 1, 2017

Version 6 – July 17, 2017

Version 7 – December 11, 2017

Version 8 – March 12, 2018

Version 9 – October 24, 2018

Version 10 – October 9, 2019

Version 11 – November 13, 2019

Version 12 – May 13, 2020

Version 13 – July 14, 2021

WELCOME
To The Evansville Community School District!

**Introduction to the Evansville Community School District
Employee Handbook**

Dear Employee:

The Evansville Community School District values all employees and their work. We believe that you share a commitment to our goals and the valuable work that we do to serve our students in every capacity. We look forward to your contributions to the success of our students and the District.

We believe that professional relationships are strengthened when all employees are aware of and contribute to the culture, values and expectations of our District. The purpose of this handbook is to help answer the questions you may have concerning the District and its practices, policies, expectations and standards. This Employee Handbook is intended as a general source of relevant information and should not be considered all inclusive. Please read this handbook and related policies carefully and refer to them as necessary.

A copy of this handbook along with a list of updates will be available on the District's website. If you have questions regarding this handbook, you are advised to contact the District Administrator, Business Manager or your supervising administrator.

Welcome to our team!

Evansville Community School District

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PART I ALL EMPLOYEES

Section 1 PREAMBLE AND DEFINITIONS

1.01 About this *Handbook*

- A. Employees Covered: This *Handbook* is provided as a reference document for the Evansville Community School District's (hereinafter referred to as "District") employees.

- B. Disclaimer: The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this *Handbook* is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this *Handbook*, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this *Handbook* or individual contract.

In case of a direct conflict between this *Handbook*, rules, regulations or policies of the Board and any specific provisions of an individual contract or collective bargaining agreement, the individual contract or collective bargaining agreement shall control.

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 in each administrative office to all personnel and are on the District website at www.ecsdnet.org/. It is important that each employee is aware of the policies and procedures related to their 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 Evansville Community School District Board of Education.

1.02 Definitions of Employee Type

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

- B. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, *Wis. Stats.*

- C. Hourly Employees: All employees are Hourly Employees unless defined as exempt by the Fair Labor Standards Act (FLSA).

- D. Seasonal Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District.
- E. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence. A substitute employee has no expectation of continued employment.
- F. Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.

Section 2 EMPLOYMENT LAW

2.01 Employment of Minors

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

2.02 Equal Opportunity

Refer to Policy 511 – Equal Opportunity Employment

2.03 Equal Opportunity Complaints

Refer to Policy 511.1 - Employee Discrimination Complaint Procedures

2.04 Fair Labor Standards Act

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the FLSA. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found on the posters located in the employee lounge of each building. Notification of rights under the FLSA is set forth in the employment poster section in the employee lounge in each building.

2.05 Family and Medical Leave Act

Refer to Policy 529.1 – Family & Medical Leave

- A. Notification of Benefits and Leave Rights: Since the District has an employee handbook and 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:

www.evansville.k12.wi.us. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). The notice is posted in the employee lounge in each building.

- B. **Eligibility Notice:** When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- C. **Rights and Responsibilities Notice:** The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at: www.evansville.k12.wi.us.
- D. **Designation Notice:** The District shall “inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA.” U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at: www.evansville.k12.wi.us. See 29 C.F.R. § 825.300(d).

2.06 Immigration Law Compliance

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

2.07 Bullying and Harassment

Refer to Policies: 512 – Employee Harassment

512 Rule – Employee Harassment Complaint Procedure

512 Form – Employee Harassment Report Form

Section 3 GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

Refer to Policy 522 – Staff Conduct

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

3.02 Accident/Incident Reports

Refer to Policy 722.1- Staff Accident 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/supervisor immediately. Timely reporting is an essential practice for all potential work related injuries to ensure the best possible outcomes. The building administrator or designated supervisor will immediately put the staff member in touch with Medcore to process the report.

3.03 Attendance

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

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

3.04 Child Abuse Reporting

*Refer to Policies: 454 – Reporting Child Abuse and Neglect
454 Form – Child Protective Services Referral*

3.05 Communication

*Refer to Policies: 347 – Student Records
347 Rule – Procedures for the Maintenance and Confidentiality of
Student Records
363.2/554 – Acceptable Use and Internet Safety Policy for students,
Staff and Guests
522 – Staff Conduct
522.1 – Alcohol and Drug Free Workplace
526 – Personnel Records*

The District is committed to providing technology resources that allow employees to communicate effectively with all employees in the District. In the District's effort to maintain current technology practices, more responsibility and cooperation is required of employees to use the following technology resources.

A. Electronic Communications:

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when communicating confidential information via electronic methods, as confidentiality cannot be guaranteed.
2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.
3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by District administration. External electronic storage devices are subject to monitoring if used with District resources.

- B. User Responsibilities: Network/Internet users (students and District employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the network/internet:
1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account.
 2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
 3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.
 4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the Technology Manager of the site address that should be added to the filtering software, so that it can be removed from accessibility.
 5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.
- C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. The following definitions apply for purposes of this section on Electronic Communication with Students:

1. "Authorized Personnel" includes classroom teachers, counselors, principals, assistant principals, directors of instruction, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the District Administrator or a building principal.
2. "Communicate" means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public

communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to District regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

3. “Electronic Media” includes all forms of social media, such as, but not limited by enumeration to, the following: text messaging, instant messaging, electronic mail (email), Web logs (blogs), electronic forums (chat rooms), video sharing Websites (e.g., YouTube™), editorial comments posted on the Internet, and social network sites (e.g., Facebook™, MySpace™, Twitter™, LinkedIn™), and all forms of telecommunication such as landlines, cell phones, and web-based applications.

D. Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page (“professional page”) for this purpose. The employee must enable administration and parents to access the employee's professional page.
4. The employee shall not communicate with any student between the hours of 12:00 a.m. and 5:00 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
5. Upon request from the administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.

E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending

litigation, pending public records request, or other good cause exists for retaining email records.

- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, co-and extra-curricular activities, and voicemail recordings.
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records.
 2. Confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses.
 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
 4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
 5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 6. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.

- I. **Disclaimer:** The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

3.06 Confidentiality

Refer to Policies: 347 – Student Records

347 Rule – Procedures for the Maintenance and Confidentiality of Student Records

363.2/554 – Acceptable use and Internet Safety Policy for Students, Staff and Guests

522 – Staff Conduct

823 – Open Records Policy and Procedures for Access to Public Records

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policies. 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.

3.07 Conflict of Interest

Refer to Policy 522.4 – Employee Ethics/Conflict of Interest

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use their position to obtain financial gain or anything of substantial value for the private benefit themselves or their immediate family, or for an organization with which they are associated.

3.08 Contracts and Conflict of Interest

Refer to Policy 522.4 - Employee Ethics/Conflict of Interest

No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or

required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. *Refer to Wis. Stats. § 946.13(1)(a) and (b).*

3.09 Copyright

Refer to Policies: 771 – Use of Copyrighted Materials

771 Rule – Guidelines for Use of Copyrighted Materials

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

3.10 Criminal Background Checks

Refer to Policy 533.1 – Criminal Background Checks

3.11 Criminal Background Checks/Charges/Convictions - Obligation to Report

Refer to Policy 533.1 - Criminal Background Checks

3.12 District Property

Refer to Policies: 731 – Buildings and Grounds Access and Security

744 – Personal and Donated Property in School Buildings

830 – Use of School Facilities

The District may supply an employee 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 fob for building entry. District equipment borrowed for short-term use should be returned the first workday after project completion.

3.13 Drug, Alcohol, and Tobacco-Free Workplace

Refer to Policies: 522.1 – Alcohol and Drug-Free Workplace

443.41/522.11 – Definitions Relating to Alcohol and Other Drug Prohibitions

522.2 – Tobacco Use by Staff on School Premises

832 – Tobacco-Free School Property

3.14 Employee Identification Badges

The District shall provide employees with an employee identification badge. 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.

3.15 False Reports

Refer to Policy 522.4 – Employee Ethics/Conflict of Interest for additional information
Employees may be disciplined for filing false reports or statements including but not limited to the following: accident reports, attendance reports, absence reports, insurance reports, physician’s statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.

3.16 Financial Controls and Oversight

Refer to Policies: 527.1 – Whistleblower
662.1 – Student Activity Funds Management
672 – Purchasing
682 – Financial Reports and Statements

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, or the Board President. Reports of suspected fraud or financial impropriety shall be processed in a manner that gives appropriate consideration to the confidentiality of these matters. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor their area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

3.17 Fraud and Financial Impropriety

Refer to Policy 522.3 – Staff Misconduct Reporting

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

- A. Fraud and financial impropriety shall include but is not limited to the following:
1. Forgery or unauthorized alteration of any document or account belonging to the District.
 2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.

3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
 4. Impropriety in the handling of money or reporting of District financial transactions.
 5. Profiteering as a result of insider knowledge of District information or activities.
 6. Unauthorized disclosure of confidential or proprietary information to outside parties.
 7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
 8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy.
 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.
 13. Any other dishonest act regarding the finances of the District.
- B. Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

3.18 Gambling

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

3.19 Sale of Goods and Services

*Refer to Policies: 522.4 – Employee Ethics/Conflict of Interest
524 – Employee Gifts and Gratuities*

3.20 Honesty

Refer to Policy 522.4 – Employee Ethics/Conflict of Interest

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

Investigations:

- A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty 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 below in paragraph “B”. Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee’s failure to comply with the directive may constitute “insubordination,” a violation that will be grounds for disciplinary action up to and including termination.
- B. 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)*.
- C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

3.21 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 their personnel file. Personnel files can be found in the District Office. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject shall be void. All certifications and licensures held at the time of employment, or acquired during the term of employment shall be maintained. An employee must secure approval from the District Administrator before allowing any license to lapse. All teaching contracts shall terminate if, and when, the authority to teach terminates. Failure to maintain certifications and/or licensures may result in termination from employment.

3.22 Nepotism

Refer to Policy 522.41 - Nepotism

3.23 Operators of District Vehicles, Mobile Equipment and Travel Reimbursement

Refer to Policies: 671.2 – Reimbursement of Expenses

751.5 – Use of District Owned or Private Vehicles to Transport Students or Non-Students for School Business

3.24 Outside Employment

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

3.25 Personal Appearance/Staff Dress Code

District employees are judged not only by their service but also by their appearance. It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. Remember, to our students, parents and the public, employees represent the District. Business casual is the expected standard. The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand.

The District may require custodians, maintenance, and food service personnel to wear uniforms provided by the District. Appropriate safety gear shall also be worn at all times as deemed necessary. Any designated employees (e.g. custodial, cleaning, maintenance, transportation, food service et al), shall not wear open-toed or slip-on shoes during regular work hours.

3.26 Personal Property

Refer to Policy 744 – Personal and Donated Property in School Buildings

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

- B. Search of Personal Effects [Please see section 3.32 of the *Handbook* for information on the Search of District Property]: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

3.27 Personnel Files

*Refer to Policies: 526 – Personnel Records
823 – Open Records Policy and Procedures for Access to Public Records*

3.28 Personnel – Student Relations

*Refer to Policies: 363.2/554 - Acceptable Use and Internet Safety Policy for Students, Staff and Guests
528 – Staff-Student Relations*

3.29 Physical Examination

*Refer to Policies: 523.1 – Employee Physical Examinations
523.11 – Employee Alcohol and Drug Testing*

3.30 Political Activity

Refer to Policy 522.5 – Staff Involvement in Political Activities

3.31 Solicitations

Employees may not promote the sale or act as an agent for the sale of goods or services to any student while on District property or at any District activity.

The District Administrator or designee must approve solicitations of employees for contributions during work hours before solicitations can be made in the schools.

3.32 Work Spaces, Including Desks, Lockers, etc.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom or office. 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.

3.33 Work Made for Hire

*Refer to Policies: 771 - Use of Copyrighted Materials
771 Rule – Guidelines for Use of Copyrighted Materials*

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

3.34 Violence in the Workplace

*Refer to Policies: 512 – Employee Harassment
512 Rule – Employee Harassment Complain Procedures
512 Form – Employee Harassment Report Form*

523.5 – Staff Protection

- A. 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, contractors, 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.
- B. Definitions as Used Under this Section:
1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
 2. Threat: A communicated intent to inflict physical or other harm on any person or property.
 3. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
 4. 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.
- C. 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:
1. assault or battery,
 2. blatant or intentional disregard for the safety or well-being of others,
 3. commission of a violent felony or misdemeanor,
 4. dangerous or threatening horseplay or roughhousing,
 5. direct threats or physical intimidation,
 6. loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical District learning environment,
 7. physical restraint, confinement,
 8. possession of weapons of any kind on District property,

9. stalking, and
 10. any other act that a reasonable person would perceive as constituting a threat of violence.
- D. Reporting Procedure: An employee who is the victim of violence, believes they have been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 911, and may take whatever emergency steps are available and appropriate to protect themselves from immediate harm, such as leaving the area.
 2. If the situation is not one of immediate danger, the employee shall report the incident to the District Administrator or their designee as soon as possible and complete the relevant form as per policies 512, 512 Rule and 512 Form.

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

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

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

Section 4 GRIEVANCE PROCEDURE

*Refer to Policies: 527.2 – Employee Grievances
527.3 – Employee Grievance Procedures
527.4 – Impartial Hearing Officer Selection Procedures
527.2 Form – Grievance Form*

4.01 Purpose

The Board has adopted a grievance procedure for the orderly resolution of employee grievances related to discipline, termination, and workplace safety. The exclusive means of resolving employee grievances shall be through the grievance procedure adopted by the Board. Any school employee of the District has the right of access to the grievance procedure.

The procedure provides for grievances to be handled in a timely manner and contains an appeals process in which the highest level of appeal is the Board. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

The procedure also includes an opportunity for employees with grievances related to discipline, termination and work place safety to present their case before an impartial hearing officer.

4.02 Definitions and Time Limits

Refer to Policy 527.3 - Employee Grievance Procedures

4.03 Grievance Process

Refer to Policy 527.3 - Employee Grievance Procedures

4.04 Grievant Rights to Representation

Refer to Policy 527.3 - Employee Grievance Procedures

4.05 Consolidation of Grievances

Refer to Policy 527.3 - Employee Grievance Procedures

4.06 Group Grievances

Refer to Policy 527.3 - Employee Grievance Procedures

Section 5 PAY PERIODS

Refer to State Statutes 109.03(1)(b)

5.01 Payroll Cycle

A. School Year Employees:

1. Teachers: Teachers shall be given the choice of either 20 or 24 pay periods annually, to be paid bi-monthly on the 10th and 25th of each month (September – June for those choosing 20 pays, or September – August for those choosing 24 pays).
2. Hourly Employees: Hourly employees will be paid bi-monthly on the 10th and 25th of each month.

- #### **B. Calendar Year Employees:** All employees scheduled to work the calendar year will be placed on the twenty-four (24) pay period cycle. Pay dates will be the 10th and 25th of each month.

5.02 Payroll Dates

If the payday falls on a Saturday, Sunday or a holiday, employees will be paid on the previous business day prior to the tenth (10th) or twenty-fifth (25th).

5.03 Direct Deposit Payment Method

The District will pay all employees through direct deposit on each pay date. Employees may change financial institutions at any time.

5.04 Definitions for Payroll Purposes

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

5.05 Salary Deferrals –Tax Sheltered Annuities (TSA)

The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle").

Section 6 COMPENSATION AND EXPENSE REIMBURSEMENT

6.01 Mileage Reimbursement

Forms are available on the District web site.

6.02 Other Expense Reimbursement

*Refer to Policies: 164 – Board Member Compensation and Expenses
671.2 – Reimbursement of Expenses*

Section 7 WORKER’S COMPENSATION

7.01 Worker's Compensation Coverage and Reporting Responsibilities

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to their supervisor immediately, prior to seeking medical attention if at all possible.

For life threatening situations call 911 immediately

Instructions for reporting non-life threatening work related injuries:

1. Employee notifies supervisor immediately following injury;
2. The supervisor or designee will initiate a call to a District designated on-call triage service on behalf of the injured employee and then give the employee privacy to complete the call to the District designated on-call triage service;
3. The injured employee will detail any medical symptoms or complaints which will be evaluated by a Registered Nurse (RN) specially trained to perform telephonic triage;
4. The RN will recommend first aid self- treatment or refer the injured employee to call Medcor, an independent Workers Compensation telephonic triage service to help assess the injury and recommend the right level of care for the injured employee.
5. The RN will fax after-care instruction sheets to a designated location at the workplace for the injured employee at the conclusion of the call, which will summarize any recommended self-treatment protocol;

Timely reporting is an essential practice for all potential work related injuries to ensure the best possible outcomes.

Any questions regarding this process should be directed to the Business Manager.

7.02 Benefits While on Worker's Compensation

If the event an employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee may combine workers compensation insurance benefits with accumulated sick leave.

7.03 Injuries Not Covered by Worker's Compensation

Some types of injuries suffered while at work may not be covered by worker's compensation insurance.

Section 8 SICK LEAVE

8.01 Sick Leave Earned

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.

8.02 Sick Leave Use

Employees of the Evansville Community School District will be allowed to use sick days for the following reasons. Some of the potential uses include but are not limited to:

A. Use of Sick Days:

1. When an employee is ill.
2. When an employee, or their family or household member has a doctor's appointment that is an emergency or cannot be scheduled outside of school hours, or when an employee must take a child or spouse to/from the hospital.
3. When an employee must remain home to care for a sick child, spouse, domestic partner, or parent.
4. When an employee's spouse, domestic partner, child or other member of their immediate family is undergoing surgery. One sick day will be permitted with prior approval of the building principal.
5. When it is necessary to care for a sick child or parent who does not live in the employee's home, up to five (5) sick days may be approved by the District Administrator.

B. Use of Partial Sick Days:

In the event it is necessary for an employee to be absent from work, sick days will be charged in 15 minute increments.

8.03 Sick Leave Accumulation

A. Teachers: Refer to Part II, Section 7.

C. Support Staff: Refer to Part III, Section 9.

D. Administrative and District Level Staff: Part IV, Section 6.

8.04 Sick Leave and Long-Term Disability

In the event an employee becomes eligible for benefits under the District's long-term disability insurance program, the employee will no longer receive paid sick leave.

8.05 Sick Leave Bank

A. Donation of Days: Employees shall indicate annually on a form provided by the District if they wish to contribute up to five (5) sick or personal days to *the Sick Leave Bank*. Also, employees may give back to the *Sick Leave Bank* any unused days received from the *Sick Leave Bank*. *The donation form must be returned to the Payroll/Benefits Specialist office no later than June 10th.*

1. All donations of days are voluntary and permanent.
2. Donated days will be credited to the Sick Leave Bank effective July 1.
3. Days deposited by part-time employees shall be credited on a pro-rated basis of the employee's part-time assignment or contract.
4. An annual accounting of the days available in the Sick Leave Bank will be given to the Employee Group by the District Office by August 1.
5. The Sick Leave Bank shall have a maximum of two hundred fifty (250) days available at the beginning of any school year. Donations will be declined when the maximum is at two hundred fifty (250) days.

B. Request Process:

1. An employee wishing to draw from the Sick Leave Bank will get a Sick Leave Bank Request Form from the District Office.
2. The requesting employee will submit a completed Sick Leave Bank Request Form to the Business Manager or Payroll/Benefits Specialist.
3. No days will be granted from the Sick Leave Bank without the approval of the Sick Leave Bank Review Committee.

C. Sick Leave Bank Review Committee: The Sick Leave Bank Review Committee shall be a standing committee consisting of three (3) persons appointed by the Employee Group and one (1) person who will serve as a voting member appointed by the District.

D. Eligibility: The Sick Leave Bank is intended to provide for hardship cases, including but not limited to catastrophic illness and/or injury. The Sick Leave Bank Review Committee shall have the final say over the granting of Sick Leave Bank days. The Committee's decisions may not be appealed through the grievance procedure. The Committee shall use the following criteria:

1. The requesting employee must have exhausted all of their reimbursable days.
2. An employee may request days retroactive to the first day of the onset of an illness or injury.

8.06 Overused Sick Leave

In the event an employee were to leave the District prior to the completion of their contract term, or the school year for an employee, and had used all sick leave, a sum equal to the sick leave days used but not earned would be deducted from the remaining pay.

8.07 Reporting Procedure - Doctor's Certificate

Employees may be required to submit an absence form to their supervisor prior to, or within three (3) days following, their need to be absent for one of the reasons stated in Section 8, Sick Leave, 8.02, Sick Leave Use. If an employee fails to submit an absence slip upon request, they may be subject to a dock in pay for the time absent. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

8.08 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.

Section 9 JURY DUTY LEAVE

9.01 Jury Duty

Employees shall be granted time off with pay to report for jury duty. Employees must return to work if not required to be present for jury duty for the entire workday.

9.02 Employee Notice

An employee must notify their immediate supervisor as soon as notice of jury duty is received. Also, the employee is expected to contact their supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty.

9.03 Payment for Time Out on Jury Duty

Compensation received for jury duty (exclusive of travel pay or pay for jury duty on non-school days) shall be turned into the Payroll Department in the District Office.

An employee shall be allowed to appear in court when receiving a subpoena without loss of pay. This time missed from their duties shall be taken from personal business days or sick leave days if personal business days are not available. If the appearance is school related, no missed time will be taken from the staff member's personal business days or sick leave days.

Section 10 BEREAVEMENT LEAVE

10.01 Immediate Family

Employees of the District, hired after July 1, 2003, shall be allowed up to four (4) days leave per year with pay (not accumulative and not deducted from sick leave) in case(s) of death involving a member of the immediate family. Employees hired prior to July 1, 2003, shall be allowed up to five (5) days leave per year with pay (not accumulative and not deducted from sick leave) in case(s) of death involving a member of the immediate family. The term “immediate family” shall be construed to mean spouse/domestic partner, children, parents, grandparents, grandchildren, brothers and sisters, in-laws and members of household.

10.02 Outside of the Immediate Family

Employee may use two (2) days of the allotted leave days allocated according to the above paragraph (Section 10.01) to attend the funeral of a person not specified above.

10.03 Additional Bereavement Leave

Employees who have exhausted their funeral/bereavement leave may request in writing from the District Administrator use of up to five (5) of their sick days as needed for funeral/bereavement leave.

10.04 Bereavement Leave Increments

Bereavement leave may be allowed in increments of quarter-hours (15 minutes).

Section 11 PERSONAL LEAVE

11.01 Personal Days

- A. Teachers: Refer to Part II, Section 7.
- B. Support Staff: Refer to Part III, Section 9.
- C. Administration and District Level Staff: Part IV, Section 6.

11.02 Part-Time Employees

Part-time employees will receive personal 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.

11.03 Personal Leave Increments

Personal leave may be allowed in increments of one-quarter hours (15 minute).

Section 12 UNIFORMED SERVICE LEAVE

12.01 Uniformed Service Leave of Absence

Refer to Policy 529.5 – Uniformed Services Leave

12.02 Seniority/Length of Service During Uniformed Service Leave

Refer to Policy 529.5 – Uniformed Services Leave

12.03 Request for Uniformed Service Leave

Refer to Policy 529.5 – Uniformed Services Leave

Section 13 UNPAID LEAVES OF ABSENCE

13.01 Medical Leave Act

Refer to Policy 529.1. – Family & Medical Leave

13.02 Unpaid Leave of Absence – Other Than Medical Reasons

A. Government Service:

A leave of absence without pay of up to two (2) years will be granted to any employee who has at least three (3) years of service to the District in order for the employee to perform government service. Government service shall be interpreted to include full-time service in the Peace Corps, full-time service as an exchange teacher, or full-time service in elected or appointed office. Upon return from such leave, the employee will be placed on the salary schedule at the level they would have achieved if they had not been absent.

B. Advanced Study:

1. Purpose:

The underlying philosophy of the leave is to increase the quality of professional service by an employee and to gain enriching and broadening experience by professional study and research in areas that will promote the employee's professional ability. Major consideration must be given to the benefits which will accrue to the pupils and to the community, through the individual employee's personal growth.

2. Application Procedure:

- a. Following consultation with their immediate supervisor, the applicant shall secure a leave from the District Administrator. This form must be completed and filed with the District Administrator by March 1st of the year preceding the leave.

- b. Although the leave request must be submitted by March 1st, action by the Board can be delayed for a period of up to sixty (60) days for the applicant to provide proof of admission to the educational institution.
 - c. The Board shall act upon the application within thirty (30) days of it being completed.
3. Eligibility:
The employee shall have been employed by the District for no less than five (5) years preceding the leave.
4. Length of Study:
A non-paid leave of absence may be granted for a period of up to, or any portion of, one (1) full year, and shall correspond to the District school year.
5. Course of Study:
An employee undertaking a leave for advanced study shall be fully enrolled as a full-time student taking a minimum of eight (8) graduate credits per semester and must meet the minimum requirements of the institution of higher learning which the employee plans to attend. The course of study shall be made a part of the application, and at the conclusion of the leave, evidence, including transcripts of work taken and grades earned, shall be submitted to the District Administrator. If the employee has failed to earn passing grades of a “C” or higher, the employee shall not be entitled to any movement on the salary schedule if a salary schedule exists for that particular employee group.
6. Quota:
No more than two (2) members of the teaching staff shall be granted leave in any one (1) academic year. Short term leaves will be granted if necessary, concurrently with long-term leaves, at the discretion of the District Administrator.
7. Determinants of Leave Criteria:
In order that all applicants be given equal considerations, the following criteria will be considered by the District Administrator in selecting candidates for advanced study leave:
- a. merits of objectives for leave,
 - b. years of teaching experience in the District,
 - c. previous leaves that have been granted,
 - d. teaching needs within the District, and
 - e. order of application.

C. Personal Leave:

1. An employee may be granted a leave of absence without compensation for emergency personal reasons up to a period of one (1) academic year or any remaining portion thereof. Justification for the leave shall be supplied by the employee, and the granting of the leave is at the sole discretion of the District Administrator.
2. The employee must have worked in the District for a period of two (2) years prior to the leave request.

D. Leave Clarification:

1. All employees on leave of absence as stated in paragraphs A-C above shall:
 - a. retain all accumulated sick leave and years of experience as had been earned prior to taking the leave,
 - b. be guaranteed a position in the District upon returning from leave, unless nonrenewed or laid off,
 - c. remain eligible for inclusion in all of the District's group insurance at the expense of the employee, and
 - d. not accrue sick leave, retirement, or other benefits which are at cost to the employer or the District during the time of the leave.
 - e. Provide written notice by April 1st of the intention to return to work the following school year or 60 days' notice if the leave was less than one (1) year.

13.03 Other Unpaid Absence

A. If an employee has an extenuating circumstance they may request an unpaid day(s) of absence.

B. Application Procedure:

All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated day(s) requested, if possible. Such application will be reviewed and processed by the District Administrator and shall be granted or denied at their sole discretion.

C. Benefits During Leave:

1. In the event of this absence, an employee's base salary (if applicable), health insurance and dental insurance premiums shall be charged for each day of absence on a prorated basis starting with the third day of other unpaid absence.
2. Length of service and other benefits shall not accrue during leaves that are thirty (30) days or more.

3. The employee may continue health insurance during the unpaid absence by remitting the full premium amount to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
4. During the unpaid leave of thirty (30) days or more, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

Section 14 BENEFITS APPLICABLE TO ALL EMPLOYEES

14.01 Cafeteria Plan/Flexible Spending Account

The District will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account (FSA) under applicable sections of the Internal Revenue Code (*§ 105, § 106, § 125 and § 129*) to permit employees to reduce their salary and contribute to an FSA to cover the following expenses:

- A. payment of insurance premium amounts (*IRC § 106*),
- B. permitted medical expenses not covered by the insurance plan (*IRC § 105*) to a maximum of two thousand five hundred (\$2,500) per calendar year, and
- C. dependent care costs (*IRC § 129*) subject to the limitations set forth in the Internal Revenue Service Code.

An employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of two thousand five hundred dollars (\$2,500) of eligible health and dental care expenses not covered by the insurance plan (*IRS Code § 105, § 125*) per plan year.

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

14.02 Dental Insurance

The District shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board with recommendation from the Insurance Committee. Eligibility for, and payment toward coverage for individual

employment groups are set forth in the applicable part of the *Handbook* covering such employees. No duplicate payments shall be paid by the District.

14.03 Health Insurance

The District shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board with recommendation from the Insurance Committee. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees. No duplicate payments shall be paid by the District.

14.04 Liability Insurance

The District shall provide liability coverage for all employees in the exercise of their professional duties. This liability coverage is a component of the overall District liability and property insurance program and the benefits or carrier will be determined by the Board.

14.05 Life Insurance

The District shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payments toward, coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

14.06 Long-Term Disability

The District shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) 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.

14.07 Short-Term Disability

The District shall make available short-term disability insurance to eligible employees. Participation in such shall be optional and the premium for such will be paid by the employees choosing to participate. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

14.08 Wisconsin Retirement System (WRS) Contributions

The Board shall contribute the employer's share. The employee shall pay the employee's WRS contribution as required by state statute.

14.09 Retirement Benefits

The District shall provide retirement benefits to eligible employees. The benefits will be determined by the Board. Eligibility for, and benefits, for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

14.10 COBRA Law Continuation of District Health Plan Participation

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health and

dental insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.

- A. Qualifying Events [First qualifying events]: An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District sponsored coverage is lost due to the occurrence of any of the following qualifying events:
1. voluntary or involuntary termination of employment for any reason other than "gross misconduct,"
 2. death of the covered employee,
 3. divorce or legal separation from the covered employee,
 4. loss of "dependent child" status,
 5. eligibility for Medicare entitlement, and
 6. reduction in work hours such that the employee no longer qualifies for coverage under the plan.
- B. Period of COBRA Continuation: In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.
- C. COBRA Extension (Second qualifying events): A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:
1. the employee's death,
 2. divorce or legal separation,
 3. the covered employee becomes eligible for Medicare, or
 4. a child loses their "dependent child" status.

**Note:* The second event can be a second *qualifying* event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.

- D. Premium Cost & Payment: The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.
- E. Termination of Coverage: Employee continuation coverage may be terminated automatically if:
1. the employee fails to make a monthly premium payment to the District on time,
 2. the employee obtains similar coverage through a different employer,
 3. the employee becomes eligible for Medicare and converts to an individual policy,
 4. the District terminates its health plan, or
 5. the employee's guaranteed continuation period expires.

The employee or a qualified beneficiary have the responsibility to inform the District of a divorce, legal separation, or a child losing dependent status under the group health plan within sixty (60) days of the qualifying event. The District will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.

COBRA participants must also notify the District if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

- F. Disability Extension: If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from their family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and their family's qualified beneficiaries may elect a special additional eleven (11) month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11) month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from their family is disabled and within the first eighteen (18) months of COBRA continuation coverage.

Section 15 WORK STOPPAGE

The employee groups shall not authorize, ratify or condone either directly or indirectly any strike, work stoppage, or any other concerted interference with work on the part of the employees.

In addition, to any other remedy provided by law, any employee who engages in any strike, work stoppage, slowdown, or other concerted interference with work, whether or not such action is authorized, ratified, or condoned by the employee groups shall be subject to discharge, suspension, loss of benefits, or other discipline as determined by the District.

PART II CERTIFIED STAFF

Section 1 PROFESSIONAL HOURS/WORKDAY

1.01 Normal Hours of Work

All teachers must be on duty at 7:45 am and continue on duty until 3:15 pm each school day. Teachers may leave the school at lunch, their lunch period or other school times, including the preparation period, only with principal or designee approval.

All required District, building level, individual and group meetings will be held on Mondays and Wednesdays and last no later than 4:15 pm. Teachers will be notified of their obligation to participate in such meetings before 3:15 pm. Teachers not involved in said meetings will be allowed to leave at 3:15 pm as stated above. Teachers can be excused from such duty at the principal's or designee's discretion. Coaches and advisors will be excused at 3:15 pm on each school day during their season.

1.02 Administratively Called Meetings

All required meetings, except IEP (individual educational plans) meetings, will be held on Monday and Wednesdays only and last no later than 4:15 pm. IEP meetings may be held Monday through Thursday and teachers will be paid for time spent after 4:00 pm for IEP meetings. Teachers will be notified of their obligation to participate in individual or group meetings before 3:15 pm. Teachers can be excused from such duty at the principal's or designee's discretion. Coaches and advisors will be excused at 3:15 pm on each school day during their season.

1.03 Attendance At All-School Events

Teachers will attend all-school events required by their administrator. These events include but are not limited to: K-8 open houses, K-12 student orientations, and school graduations. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator or designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the event.

1.04 Emergency School Closures

Refer to Policy 723.3 – Emergency Closings

In the event the District is closed or an individual building(s) is closed, on a full or partial day basis for emergency reasons, closures may be made up at the discretion of the District. The District shall, at a minimum make up all days/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (days and hours) of the State of Wisconsin.

Section 2 PROFESSIONAL GROWTH

2.01 Requirement for Remaining Current

All teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction.

Section 3 CERTIFIED STAFF SUPERVISION AND EVALUATION

3.01 Evaluations

Refer to Policies: 526.1 – Employee Evaluation

526.2 – Professional Staff Member Remediation Procedure

526.2 Form – Professional Staff Member Plan of Remediation Form

The primary purpose of evaluation is to provide continuous improvement in the quality of service required of each employee.

3.02 Procedures

Refer to Policies: 526.1 – Employee Evaluation

526.2 – Professional Staff Member Remediation Procedure

526.2 Form – Professional Staff Member Plan of Remediation Form

- A. During the first three (3) weeks of the school year, building principals or district level administrators shall orient all new certified staff regarding evaluation and individual professional improvement and instruments to be used for the purpose of evaluation. The building principal or district level administrator shall counsel the certified staff concerning the proper performance of the assigned duties of the certified staff by both formal and informal observations and subsequent formal evaluation or individual professional improvement conference. The purpose of the orientation is to achieve mutual understanding of the system. No evaluation or improvement conference shall take place until the orientation has been completed.
- B. Newly hired certified staff shall be observed in the professional setting by the supervising administrator at least two (2) times during the first semester each year and at least one (1) time during the second semester each year.
- C. Evaluative and individual professional improvement criteria shall be established by the District Administrative Team with input from the employee group.
- D. All formal professional setting observations of the work performance of the certified staff member shall be conducted openly and within full knowledge of the certified staff member.

E. Formal Evaluation - Formal evaluation means the building principal or district level administrator shall evaluate each employee in writing, using the approved instrument. Alternative evaluation forms for specific positions such as school counselor may be substituted or integrated by mutual consent of the certified staff member and administration. Alternative evaluation instruments will be available on-line or, if not available on-line, a copy will be provided to the certified staff member and employee group.

1. A conference regarding the evaluation report will be held between the certified staff member and building principal or district level administrator.
2. A copy of the typed evaluation report by the building principal or district level administrator shall be given to the certified staff member following the completion of the evaluation.
3. The certified staff member will sign the evaluation report certifying that the certified staff member has seen the report and discussed it with the building principal or district level administrator before the report is placed in the certified staff member's personnel file by the last day of school. Certified staff are encouraged to respond to the evaluation in writing and this response shall accompany the evaluation report.
4. The building principal, district level administrator or appropriate supervisor shall provide the employee with assistance to improve the quality of job performance and to eliminate difficulties noted in the evaluation. When the formal evaluation instrument notes serious deficiencies and they are not corrected, the professional staff member remediation procedure may be implemented.

F. Individual Professional Improvement

1. Individual professional improvement is an on-going process of defining, clarifying and gathering data to analyze the effectiveness of an individual in the overall educational program and to make him/her aware of personal strengths, weaknesses and the alternatives available in promoting professional growth and self-improvement.
2. The individual professional improvement conference between building principal and certified staff member shall be held during the school year if requested by the staff member, building principal, or district level administrator. Documentation of the discussion and conclusions shall be signed by the certified staff member and building principal or district level administrator and maintained in the building principal's or district level administrator's file.

G. Certified staff will be notified of all documentation placed in their personnel files. Certified staff have the right to review contents of their personnel file relating to performance evaluation and individual professional improvement, according to § 103.13, *Wis. Stats.*

3.03 Evaluators

Refer to Policies: 526.1 – Employee Evaluation

526.2 – Professional Staff Member Remediation Procedure

526.2 Form – Professional Staff Member Plan of Remediation Form

3.04 Evaluation Process – Conditions for Certified Staff

Refer to Policies: 526.1 – Employee Evaluation

526.2 – Professional Staff Member Remediation Procedure

526.2 Form – Professional Staff Member Plan of Remediation Form

Section 4 DISCIPLINE AND DISCHARGE

4.01 Standards for Nonrenewal

Contracts of full-time teachers employed in the District are subject to nonrenewal on a statutory basis as prescribed in §118.22, *Wis. Stats.* Contracts of part-time teachers are not subject to §118.22, *Wis. Stats.*

4.02 Standards for Discipline and Termination

Refer to Policy: 529 – Discipline, Nonrenewal and Discharge

4.03 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 that may lead to discipline or discharge, the employee has the right to request representation. In the event the employee chooses to have representation, the meeting may be delayed until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

4.04 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.

4.05 Termination of Employment

Refer to Policy: 529 – Discipline, Nonrenewal and Discharge

Section 5

CERTIFIED STAFF ASSIGNMENTS, VACANCIES AND TRANSFERS

5.01 Certified Staff Assignments, Vacancies and Transfers

A. Notice of Vacancies:

Notices of teaching vacancies, including full-time, part-time, and co- and extra-curricular opportunities occurring with the District will be posted electronically to all employees.

1. Such notices shall be posted on WECAN and contain the date of posting, a description of the position, name and location of the school, requirements of the position, and date by which the application materials are to be submitted, and shall remain open to internal applicants only for five (5) working days.
2. All teachers shall have the right to apply for positions, and will be granted an interview for positions for which they are qualified, as they become available within the system. All applications for vacancies shall be entered through WECAN.
3. A vacancy shall be defined as the opening of a teaching position as a result of resignation, illness or death, transfer, non-renewal or when a new teaching position is created.

B. Filling Vacancies:

A vacancy for one semester or longer may be filled by offering the teacher a regular contract. The one exception is if the teacher who last held the position is on an approved leave of absence in which case the new hire will be a temporary employee.

C. Notice of Involuntary Transfer:

1. No teacher shall be involuntarily transferred between buildings, grade level, or subject areas by the District without notification in writing. Each teacher involved in such a transfer shall be called in for a conference for explanation of the reasons for transfer. The teacher may, at their option, have a representative present at such a conference. No teacher shall be involuntarily transferred for arbitrary, capricious or discriminatory reasons.
2. A reasonable attempt will be made to initiate transfers by June 1st.
3. When an involuntary transfer is necessary, the following criteria may be considered:
 - a. a teacher's academic training and certification as determined by the Department of Public Instruction,
 - b. ability and performance as a teacher in the District as per current documented evaluation by immediate supervisory personnel, and

- c. length of service to the District.
- 4. The involuntarily transferred teacher shall be given a minimum of forty-five (45) working days for adjustment in the new assignment area prior to any evaluations being conducted.

5.02 Employee Contracts

Refer to Policy: 533 – Staff Recruitment and Hiring

- A. In assigning teaching duties, first consideration will be given to the primary professional competence of the teacher and to the experience in other fields as a teacher. No teacher shall be subject to teaching assignments other than those specified in their area of certification.
- B. If the individual's contract status as of September 1st will differ from the status in effect at the time the contract was signed, such status must be declared at the time of contract signing or the last day of the current school year, whichever is later.
- C. Temporary Employees:
Employees who are hired for an entire school year to replace an employee on a leave shall be bargaining unit members.

5.03 Employee Resignation

Teachers who terminate a contract after having signed with the District shall be required to pay as liquidated damages and as a condition of release by the Board of Education, the following amounts: July, \$750.00; August, \$1,000; and September 1 and after, \$1,500. Liquidated damages must be paid prior to the resignation being submitted to the Board. Liquidated damages may be waived due to a retirement or extenuating circumstances.

5.04 Certified Staff Absence and Substitutes

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to enter their time off on Teachers On Call (T.O.C.) and to notify their principal and/or designee. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 a.m.

5.05 Summer School Assignments

Refer to Policy 351 – Summer School

The District will notify staff electronically that they may submit a proposal for summer school teaching.

Summer school teaching will be compensated at a rate determined by the Board.

5.06 Extended Contracts

Salaries for teachers employed for a period longer than the total days determined by the school calendar shall be pro-rated at their current salary per diem rate for each extra day.

5.07 In-Service and Other Training

Refer to Policy 537 – Professional Development Opportunities

5.08 Substitute Teaching Assignments

In cases where a substitute teacher is not available, the Administration will request volunteers from the teaching staff. If volunteers cannot be found, the substitute teaching position will be assigned by administration. A teacher who volunteers or is assigned to cover a class period will be paid at the BA, Step 1 Salary, computed on an hourly basis.

5.09 Teacher Preparation Periods

Each teacher shall receive at least two hundred twenty five (225) minutes of teacher directed preparation time during the student week.

Fifteen (15) minutes of time spent traveling to each building shall not be considered part of the teacher's preparation period and shall be considered regular work time.

While it is the District's intent to meet this schedule, the District recognizes the educational value of lyceum programs and mandated testing programs. These and other similar programs would override the two hundred twenty five (225) minutes of preparation time during the student week.

5.10 Additional Assignments

A. Contracted Co-and Extra-Curricular Assignments:

Payment for contracted co-and extra-curricular duties will be paid at a minimum of once every 30 days. All co-and extra-curricular duty staff shall be responsible for completing a check-out list provided by the Athletic Director or building principal, whichever is appropriate.

1. Follow the stated regulation and policies as determined by the Wisconsin Interscholastic Athletic Association or other state associations where applicable.
2. Be responsible for following the policies established in the Evansville co-and extra-curricular code and appropriate handbooks.
3. Keep students under assigned adult supervision at all times during the period of activity.
4. Be responsible for students' behavior during each period of that activity.
5. Be present in the area of activity at least five (5) minutes prior to the beginning of the activity and a reasonable length of time after the activity has ended.
6. Be accountable to their proper supervisor for carrying out the program and policies established by that supervisor.

B. Co-and extra-curricular duties, as defined on the Co-and Extra-Curricular Salary

Schedule, shall be assumed by staff members who agree to do so. Positions not filled by staff members shall be hired by the Board with non-staff members, upon such terms as the Board negotiates.

- C. All music teachers shall accept the co-curricular responsibilities related to their position and shall not have the opportunity to reject the co-curricular duties.

5.11 Teacher Mentors

The teacher mentor position is a one (1) year appointment determined annually through our budget, grant application, and hiring process. Expectations of mentoring responsibilities shall be determined by Administration in accordance with acceptance of the approved DPI mentoring grant for the given school year.

A. Qualifications:

1. the mentor must possess good communication skills,
2. the mentor must possess exemplary teaching skills,
3. The mentor shall have knowledge and training in mentoring new teachers as determined appropriate by Administration.

B. Compensation:

1. Mentors will have access to the equivalent of one day (1) per month release days for observation and conferences with mentees.
2. Mentors will have opportunities to attend trainings related to the mentoring program as determined appropriate by Administration.
3. The mentor will be compensated at a stipend rate commensurate with the current DPI approved grant amount. In the absence of the DPI grant funding, the Board will determine stipend funding.

Section 6 REDUCTION IN FORCE, POSITIONS AND HOURS

6.01 Reasons for Reduction in Force

- A. When in the judgment of the Board, a full or partial reduction in staff should occur; the Board agrees to effect such lay-offs at the end of the school year with written notification by April 30th for lay-offs due to enrollment decline and up to May 15th for layoffs due to budget constraints. Such notification shall provide the affected teacher with the reason(s) for said lay-off.

- B. In determining which teachers shall be laid-off, the Board may take into account the following factors respectively:

1. volunteers,
 2. academic training and certification as determined by the Department of Public Instruction,
 3. ability and performance as a teacher in the District per documented evaluation and letters of discipline by supervisory personnel,
 4. length of service in the District, and
 5. years of teaching experience.
- C. No teacher may be prevented from securing other employment during the period they are laid-off under this subsection. Such teachers shall be reinstated in inverse order of their being laid-off, if certified to fill the vacancies. They will be reemployed only if they accept the offer of employment within two (2) calendar weeks.
- D. The notice is to be sent to the last known address of the employee on file in the District records and therefore it is the responsibility of the employee to advise the District office of current address. Such reinstatement shall not result in a loss of credit for previous years of service. All salary increases and other benefits accrued at the time of layoff shall be restored to the teacher upon reinstatement. No new or substitute appointments may be made while there are laid-off teachers available who qualify to fill the vacancies for a period of two (2) years. Teachers laid-off shall restate their intention of availability by April 15th of each year during this period. Failure to notify the Board in writing each year will result in forfeiture of recall rights.

6.02 Reduction in Hours Resulting in Part-Time Status

Refer to State Statutes 118.22 and 118.24

Those teachers contracted to teach on a regular part-time basis will be eligible for prorated benefits as determined by the District benefit providers.

6.03 Insurance Benefits Following Lay-Off/Nonrenewal

Laid-off teachers, who are eligible, may continue group insurance coverage during the recall period, but not to exceed eighteen (18) months or federal COBRA parameters and guidelines, at their own expense. COBRA benefits are detailed in Part I of this *Handbook*.

Section 7

INSURANCE AND LEAVE

7.01 Holidays

Teachers will receive the following three (3) holidays: Labor Day, Memorial Day and Thanksgiving.

7.02 Sick, Personal, Bereavement, and Leave Benefits

Refer to Policy 529.1 – Family & Medical Leave

A. Sick/Personal/Business:

1. Teachers will be granted a combination of 11 personal/sick days per year based upon years of service. During the first five (5) years of employment with the District, three (3) of these days may be used each year for personal leave. In years six-ten (6-10) of employment with the District, four (4) days may be used for personal leave. In years ten plus (10+) of employment in the District, five (5) days may be used for personal leave. Unless an emergency situation prevails, teachers must have prior administrator approval for the use of personal time and a Teachers On Call (T.O.C.) request for a personal time must be submitted by the teacher at least forty-eight (48) hours prior to using personal time. Personal time may not be used on the first day of school, during the last two (2) weeks of the school year, or to extend vacation or holidays except with prior approval of the District Administrator or designee.

Teachers who submit the use of four or five (4 or 5) consecutive days of personal time must have prior approval of the District Administrator or designee.

<u>Years of Service</u>	<u>Sick Days</u>	<u>Personal Days</u>
0-5	8	3
6-10	7	4
10+	6	5

2. In instances of emergency situations, when prior approval cannot be obtained, the teacher shall submit a statement to the District Administrator or designee who shall then determine whether a personal day may be used.
3. If such days are not taken, they will accumulate each year as sick leave.
4. The full allowance for sick leave for the school year will be credited at the beginning of the school term on the first day of school. Unused sick leave will be credited to each teacher's reserve, which may accumulate to one hundred ten (110) days at the end of the school year.
5. If a teacher fails to complete the full term of the contract for reasons other than illness, such leave may be pro-rated on the basis of one (1) day per month of the time in service beginning with September.
6. In the case where an employee qualifies for long-term disability, the District shall continue to pay teacher group health, hospitalization insurance provided the policy continues to have waiver of premium, for the duration of the annual

contract after sick leave has been exhausted. If the teacher fails to return to duty the following school year, a partial repayment of health and dental insurance premiums will be required. The amount due will be one-half (½) of the full cost of health and dental insurance premiums paid after FMLA provisions, if applicable, have been exhausted. The Board has the discretion to waive all or part of the repayment of premiums if, in the Board's judgment, the termination is beyond the teacher's control.

7. Any employee covered by long term disability insurance shall not be eligible to claim sick leave pay at such time as the employee becomes eligible for LTD benefits.
 8. For teachers hired before July 1st, 2013, accrued sick time up to a limit of 880 hours shall be paid out at \$12.50 per hour at the time of retirement. Teachers with at least twenty (20) years of service in the District may accumulate and be paid for up to 968 hours payable upon retirement. Payment will be made into a non-elective TSA according to the terms of the District 403b plan.
 9. Sick or personal or business time as outlined in this section shall be administered on an hourly basis of an eight (8) hour day.
 10. Sick or personal or business time of less than one hundred twenty (120) minutes will not be charged to sick or personal or business or funeral or bereavement leave if a substitute is not required.
 11. The District agrees that no deduction for benefits will be required for up to two (2) days of non-paid leave in a contract year. Benefits will continue to be paid by the District.
 12. If an employee takes more than two (2) non-paid leave days in a contract year, the District will deduct from the employee's payroll an amount per day determined by the following formula: Formula – divide the annual cost of the benefit by 260 days, multiply the resulting amount times the number of non-paid leave days in excess of two (2), and the result will be the total amount to be deducted for benefits. For example, if the health insurance annual premium is \$18,180 divided by 260 days the amount will be approximately \$70 per day for employees with the family health plan.
 13. All requests for unpaid leave must be approved by the District Administrator or their designee.
- B. Funeral/Bereavement:
See All Employees, Section 10 – Bereavement Leave.
- C. Family and Medical Leave Act:

Leaves of absence involving a serious health condition of the employee or the employee's parent, child or spouse/domestic partner, as well as leaves attendant to the birth, adoption or foster care placement of a child, shall be granted consistent with the applicable provisions of state and federal Family and Medical Leave Act (FMLA) laws for employees who qualify for coverage under such laws. It will be the responsibility of the employee to notify Human Resources of the need for FMLA. Any teacher who has used all accumulated sick leave because of an extended illness shall be placed on an approved leave of absence, without pay, for the duration of the FMLA. During such approved leave of absence, the teacher shall retain all rights and privileges granted by § 118.22, Wis. Stats. Upon return from any such approved leave of absence, a teacher shall be assigned to the same position if available, or if not, an equivalent position.

D. Childbearing/Childrearing/Adoption/Other Leave:
Refer to Part I, Sec. 13 of this handbook.

E. Compensatory Time:
Employees will receive sixteen hours of compensatory time for parent-teacher conferences and other required events. Compensatory time will be in increments of not less than four hours.

7.03 Leave of Absence

*Refer to Policies: 529.1 – Family & Medical Leave
529.5 – Uniformed Services Leave*

7.04 Eligibility for and Payment Towards Coverage of Health, Dental, Life, Disability, and Liability Insurance

Employees regularly scheduled at least 30 hours per week during the school year are eligible for the following insurance benefits with the premium contribution being prorated as the percentage of employment. Eligibility for coverage is dependent upon the terms of each insurance plan.

The percentage of the premium paid by the employee and the District will be determined by the Board of Education on an annual basis.

7.05 Cash Option in Lieu of Health Insurance – Alternate Benefit Plan (ABP)

A. Employees who qualify for participation in the District group health insurance plan but who have coverage through another plan other than the District group health insurance plan may waive participation under the District group health insurance plan and elect to receive cash compensation in lieu of the health insurance benefit. The amount of the cash compensation will be set by the Board prior to the District's annual open enrollment period.

B. Employees who choose the ABP option may sign up at any time due to qualifying life events.

- C. The District may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an “open enrollment” opportunity to enroll in the group health insurance plan.

Section 8

RETIREMENT BENEFITS

8.01 Wisconsin Retirement System (WRS) Contributions

All qualified regularly employed full-time and part-time teaching personnel shall pay 100% of the employee's required contribution into the WRS as required by state statute.

A. Retirement Notification:

Retirement notification shall be submitted on or before March 1st for budget planning and staffing purposes.

B. Retiree – Benefits:

An employee may elect to retire at the conclusion of a school year provided that person has reached age fifty-five (55) no later than September 1st of the next school year.

C. Retiree – HRA for Teachers Hired before June 30, 2013:

1. The Board of Education of the Evansville Community School District and the Evansville Education Association agree to establish a Health Reimbursement Arrangement (HRA) for teachers who choose to retire.
2. An employee may elect to retire at the conclusion of a school year provided that person has reached age fifty-five (55) no later than September 1st of the next school year.
3. The Board will make payments into a Health Reimbursement Arrangement (HRA) account on behalf of retiring employees as follows:
 - a. Participants who have taught at least ten (10) full-time equivalent years in the District shall receive an annual payment of \$13,754 for three (3) consecutive years (or until eligible for Medicare) to be deposited into their HRA account.
 - b. Participants who have taught at least fifteen (15) full-time equivalent years in the District shall receive an annual payment of \$13,754 for four (4) consecutive years (or until eligible for Medicare) to be deposited into their HRA account. The amount of the annual payment will be determined by the Board annually.
 - c. Any payments into the HRA account will be 100% vested upon payment.
 - d. The District shall be responsible for payment of any HRA administrative fees.
4. If a Participant dies prior to exhausting his vested account balance, the Participant's surviving spouse and/or dependents are eligible to be reimbursed under this Plan for their eligible medical expenses until the vested account balance is exhausted. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any funds remaining

in the account shall be forfeited in accordance with the Plan's provisions. Forfeited funds shall reduce future Employer contributions. Reference: Health Reimbursement Arrangement Plan for the Evansville Community School District dated July 1, 2010.

Please note: Sections of this handbook will be revised for compliance purposes when the National Health Care Act is fully defined.

PART III SUPPORT STAFF

Section 1 HOURS OF WORK, WORK SCHEDULE, AND JOB DESCRIPTIONS

1.01 Notice of Assignment

Support staff assignments and transfers shall be determined by the District Administrator as their designee upon recommendations of the building principal and/or other administrative supervisors. The interest of the employee will be considered, but all assignments shall ultimately be made in order to accomplish the major purpose of getting the necessary work completed and meeting the educational, social, and physical needs of our students. When there is a reduction in the number of student's requiring services or a reduction in services required for students, a position(s) may be reduced or eliminated.

Each school year employee shall be issued an annual Notice of Assignment that shall be consistent with, but subservient to, this *Handbook* by June 1. The Notice of Assignment shall identify the employee, the position(s) that the employee is employed for, the length of the work year, and the length of the work day. This section shall not be construed as a guarantee or limitation on the number of work days, the number of hours per day or hours in a work week which may be scheduled or required by the District.

A new Notice of Assignment shall be issued to all hourly employees upon hire and in cases of transfers, promotions, demotions, and partial or full layoff/reduction in force. In the case of a change of assignment the employee shall be provided with at least five (5) calendar days' notice of the change of assignment, if practicable, as determined by the administration.

1.02 Job Descriptions

A copy of all job descriptions are in the District Office and on the District network shared drive.

1.03 Regular Workday and Starting and Ending Times

Refer to Policy 545.1 – Support Staff Work Schedule

A regular full-time workday is a minimum of seven (7) hours, excluding lunch time. Because of different schedule requirements, employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours, break periods, and lunch periods.

1.04 Regular Work Week

Refer to Policy 545.1 – Support Staff Work Schedule

A regular full-time work week is a minimum of thirty-five (35) hours. The regular work week is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not be construed as a guarantee or limitation on the number of hours per day or hours in a work week which may be scheduled or required by the District.

1.05 Part-Time Employees

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

1.06 Additional Hours and Overtime - Approval and Assignment

Refer to Policy 545.1 – Support Staff Work Schedule

- A. Approval: In order for an employee to work beyond their assigned hours in any week, prior approval must be obtained from the immediate supervisor.

- B. Assignment: Overtime shall be approved at the discretion of administration.

- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

1.07 Lunch Period

Refer to Policy 545.1 – Support Staff Work Schedule

All support staff who work more than six (6) consecutive hours are entitled to a thirty (30) minute unpaid duty free lunch as scheduled by their immediate supervisors.

1.08 Emergency School Closings

Refer to Policy 723.3 – Emergency Closings

Food Service, Education Assistants, Attendance/Health Clerks, and Media Clerks:

Employees will not be required to report for work when school is closed to students due to inclement weather or other emergencies or if the school is closed by the state or other agency. If students are dismissed early or if school has a delayed start, employees may, at their option, leave early or arrive late.

Snow emergency days will not be made up unless required to meet DPI requirements for hours and days of instruction. If school is cancelled due to adverse conditions employees will be paid for the first two (2) days of school cancellation due to such adverse conditions. If there are additional such days that are not required to be made up, employees have the option to use sick leave or personal leave, if available, to keep the days in paid status. If days are to be made up, the use of personal and sick leave is not permitted.

Employees not required to work may use paid leave in fifteen (15) minute increments to preserve said time in paid status. Employees leaving early or arriving late who do not choose to use paid leave will be paid only for hours worked.

Administrative Assistants, Guidance Secretary, Athletic Secretary, Business Services Assistant/Receptionist, Payroll/Benefit Specialist, Information Systems Specialist and Administrative Assistant, and Technology Assistant:

Employees may be required to report for work on inclement weather or emergency days. They may be dismissed when their immediate supervisor determines work is completed or weather/emergency conditions warrant.

Snow emergency days will not be made up unless required to meet DPI requirements for hours and days of instruction. If school is cancelled due to adverse conditions, employees will be paid for the first two (2) days of school cancellation due to such adverse conditions. If there are additional such days that are not required to be made up, employees have the option to use sick leave, personal leave, or vacation leave, if available, to keep the days in paid status. If days are to be made up, the use of personal and sick leave is not permitted.

Employees not required to work may use paid leave in fifteen (15) minute increments to preserve said time in paid status. Employees leaving early or arriving late who do not choose to use paid leave will be paid only for hours worked.

Custodians:

If school is closed due to an act of nature, a disaster or any other emergency, employees may use personal, sick or vacation time to remain whole. In cases where it is safe for staff to be in the building, those approved to come into work may do so and be paid.

1.09 Professional Development

The District will provide staff development for all support staff. The purpose of staff development includes:

- A. Increasing job skills.
- B. Improving job efficiency.
- C. Building knowledge of new methods and practices.
- D. Reviewing job expectations and responsibilities.

Support staff may request additional staff development opportunities that will enhance and develop job related skills upon supervisor approval. Support staff may be required to attend staff development opportunities.

Section 2

SUPPORT STAFF SUPERVISION AND EVALUATION

2.01 Evaluation

Refer to Policies: 526.1 – Employee Evaluation

The primary purpose of evaluation is to provide continuous improvement in the quality of service required of each employee.

2.02 Procedures

Refer to Policies: 526.1 – Employee Evaluation

- A. During the first three (3) weeks of the school year, building principals or district level administrators shall orient all new support staff regarding evaluation and individual professional improvement and instruments to be used for the purpose of evaluation. The building principal or district level administrator shall counsel the support staff concerning the proper performance of the assigned duties of the support staff by both formal and informal observations and subsequent formal evaluation or individual professional improvement conference. The purpose of the orientation is to achieve mutual understanding of the system. No evaluation or improvement conference shall take place until the orientation has been completed.
- B. Evaluative and individual professional improvement criteria shall be established by the District Administrative Team with input from the employee group.
- C. A written performance evaluation is to be made by the building principal and/or immediate supervisor. Non-managerial employees in the support staff employee group may provide information to administrators for use in performance evaluation(s). The written evaluation(s), however, shall be prepared by an administrator, director, business manager, or food service provider with input from professional staff.
- D. All employees will be evaluated at least annually.
- E. All formal evaluations of the work performance of an employee shall be conducted openly and within full knowledge of the employee.
- F. A conference regarding the evaluation report will be held between the support staff member and building principal or district level administrator. Within five (5) days following the evaluation meeting, the employee may request a second meeting for clarification and/or discussion of any concerns. A copy signed by the employee and evaluator shall be submitted for filing in the employee's permanent file by June 1st. No employee shall be required to sign a blank evaluation form. Support staff are encouraged to respond to the evaluation in writing and this response shall accompany the evaluation report.
- G. The building principal, district level administrator or appropriate supervisor shall provide the employee with assistance to improve the quality of job performance and to eliminate difficulties noted in the evaluation.

- H. Employee evaluation shall be discussed between the employee and the administration at the request of either party. Any employee shall have the right to reply in writing. Their reply to such evaluation shall be attached to the file copy.
- I. Support staff will be notified of all documentation placed in their personnel files. Support staff have the right to review contents of their personnel file relating to performance evaluation and individual professional improvement, according to §103.13, Wis. Stats.

2.03 Evaluators

Refer to Policies: 526.1 – Employee Evaluation

Section 3 DISCIPLINE AND DISCHARGE

3.01 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 that may lead to discipline or discharge, the employee has the right to request representation. In the event the employee chooses to have representation, the meeting may be delayed until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

3.02 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.

3.03 Termination of Employment

An employee may be disciplined, suspended, or terminated. Such discipline or termination shall be subject to the grievance procedures.

Section 4 JOB VACANCIES

4.01 Job Postings

Refer to Policy 543 – Staff Recruitment and Hiring

Section 5

REDUCTION IN FORCE, POSITIONS AND HOURS

5.01 Reduction in Staff

- A. When in the judgment of the Board, a full or partial reduction in staff should occur; the Board agrees to attempt to effect such layoffs with thirty (30) days' notice. Such notification shall provide the affected employee with the reason(s) for said layoff.
- B. In determining which employees shall be laid-off, the Board may take into consideration factors to help guide their decision:
1. Ability to meet the basic functions of the position,
 2. need for the position,
 3. training for the particular position,
 4. most recent evaluation,
 5. previous evaluations,
 6. attendance,
 7. disciplinary record, and
 8. willingness to go above and beyond for students.
- C. No employee may be prevented from securing other employment during the period they are laid-off under this subsection. Such employees shall be reinstated in inverse order of their being laid-off, if trained and certified to fill the vacancies. They will be reemployed only if they accept the offer of employment within two (2) calendar weeks.
- D. The notice is to be sent to the last known address of the employee on file in the District records and therefore it is the responsibility of the employee to advise the District office of current address. Such reinstatement shall not result in a loss of credit for previous years of service. All salary increases and other benefits accrued at the time of layoff shall be restored to the employee upon reinstatement. No new or substitute appointments may be made while there are laid-off employees available who qualify to fill the vacancies for a period of two (2) years.

5.02 Insurance Benefits Following Lay-Off/Nonrenewal

Laid-off employees, who are eligible, may continue group insurance coverage during the recall period, but not to exceed eighteen (18) months or federal COBRA parameters and guidelines, at their own expense. COBRA benefits are detailed in Part I of this *Handbook*.

Section 6 RESIGNATION FROM EMPLOYMENT

6.01 Notice of Resignation of Employment

The District requests a notice of resignation from support staff members. The resignation shall be filed with the District Administrator at least fourteen (14) days prior to the effective date of resignation so as to ensure appropriate time to find a qualified replacement. The District Administrator has the authority to accept the resignation.

Personal time or other benefit time may not be taken in place of the notice.

6.02 Notice of Retirement

There shall be no compulsory retirement age for any employee. Retirement prior to the age designated by the Wisconsin Retirement System will be considered a resignation rather than a retirement.

Section 7 PAID VACATIONS

Employees are encouraged to use their vacation in the year earned. Five (5) days of vacation may be carried over into the next school year.

Educational Assistants, Clerks, Secretaries, and Technology Assistant:

- A. All employees who work 197-229 days (10 month employees) are allowed paid vacations under the following plan:
 - 1. two (2) days when hired; and one (1) day for each additional year of service, and
 - 2. vacation shall not exceed five (5) days per year.

- B. All employees who work 230-259 days (11 month employees) are allowed paid vacations under the following plan:
 - 1. one (1) week when hired; and one (1) day for each additional year of service, and
 - 2. vacation shall not exceed three (3) weeks per year.

- C. All employees who work 260 days (12 month employees) are allowed paid vacations under the following plan:
 - 1. two (2) weeks when hired; and one (1) day for each additional year of service, and
 - 2. vacation shall not exceed four (4) weeks per year.

- D. Vacations will be arranged with the cooperation of the employee and the employee's immediate supervisor, or in the absence of the immediate supervisor, the District Administrator.

Administrative Assistants, Business Services Assistant/Receptionist, Payroll/Benefit Specialist, and Information Systems Specialist and Administrative Assistant:

- A. Three (3) weeks paid vacation when hired; and one (1) day for each additional year of service not to exceed twenty (20) days.
- B. For Administrative Assistants hired before July 1, 2003 - two (2) additional days of vacation during Spring Break.

Custodians:

Custodians hired before July 1, 2003, will earn vacation according to the following schedule, to a maximum of 25 total vacation days.

Custodians hired after July 1, 2003, will earn vacation according to the following schedule, to a maximum of 20 total vacation days.

Custodians hired after July 1, 2017, will earn vacation, when hired, according to the following schedule, to a maximum of 20 total vacation days.

No vacation will be granted during the week prior to the start of the school year except in extenuating circumstances (i.e. family emergencies requiring the employee's attention or participation). Each situation will be reviewed on a non-precedent setting, one-time basis. Exceptions must be submitted to the District Administrator for approval.

1 year, 2 weeks

2 years, 2 weeks, 1 day

3 years, 2 weeks, 2 days

4 years, 2 weeks, 3 days

5 years, 2 weeks, 4 days

6 years, 3 weeks

7 years, 3 weeks, 1 day

8 years, 3 weeks, 2 days

9 years, 3 weeks, 3 days

10 years, 3 weeks, 4 days

11 years, 4 weeks

12 years, 4 weeks, 1 day

13 years, 4 weeks, 2 days

14 years, 4 weeks, 3 days

15 years, 4 weeks, 4 days

16 years, 5 weeks

Food Service:

No Vacation.

Section 8 HOLIDAYS

8.01 Holidays Defined

A. Employees hired for the number of days indicated in the table below shall be compensated for holidays.

Number of Days Worked in a School Year	Holidays* Hired Prior to July 1, 2003	Holidays* Hired After July 1, 2003
180-196 (9 month)	5 Holidays	5 Holidays
197-229 (10 month)	6 Holidays	6 Holidays
230 -259 (11 month)	9 Holidays	8 Holidays
260 (12 month)	9 Holidays ^	10 Holidays

* Holidays are specified in Section C below.

B. Holidays according to the table in Section A are granted as follows:

1. 180-196 days (9 month – 5 days) – Labor Day, Thanksgiving Day, Christmas Day, New Year’s Day and Memorial Day.
2. 197-229 days (10 month – 6 days) – Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year’s Day and Memorial Day.
3. 230-259 (11 month – 8 days) - Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year’s Eve Day, New Year’s Day, and Memorial Day. **Day After Christmas
4. 260 days (12 month – 10 days) – Independence Day, Day after Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year’s Eve Day, New Year’s Day, and Memorial Day.

Administrative Assistants, Business Services Assistant, Payroll/Benefit Specialist, Information System Specialist/Receptionist, Executive Administrative Assistant and Student Services Administrative Assistant/Registrar shall receive twelve (12) holidays - Independence Day, Day after Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, Day After Christmas, the day before New Year’s Eve Day, New Year’s Eve Day, New Year’s Day, and Memorial Day.

^ - Custodians hired before July 1, 2003, shall retain eleven (11) holidays - Independence Day, Day after Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, Day After Christmas, New Year’s Eve Day, New Year’s Day, and Memorial Day.

5. All part-time employees will receive holidays on a prorated basis.

8.02 Holidays Falling on Weekends

If any of the holidays listed above, fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31st holiday and the preceding Friday shall be observed as the January 1st holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday shall be declared the holiday unless the preceding Friday is a student contact day. If the preceding Friday is a student contact day, section 8.03 will apply.

8.03 Holidays Falling on Student Contact Days

If any of the holidays listed in section 8.01, above, fall on a student contact day, the employees shall work their regular hours that day, and shall instead receive a paid holiday on a date determined by the Administration.

8.04 Work on a Holiday

Except as provided in section 8.03, above, employees who work on any of the above-mentioned holidays shall be paid time and one-half for all hours worked in addition to the holiday pay.

8.05 Holidays During Vacation

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

8.06 Eligibility for Holiday

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

Section 9 LEAVE BENEFITS

9.01 Sick, Personal, Bereavement, Leave Benefits

Refer to Policy 529.1 – Family & Medical Leave

When employees are requesting to use benefit time, they will not be expected to find a substitute to cover the time off. Designated administrator or designated personnel may reassign staff to cover for absences.

A. Personal: All employees will receive personal days each year according to the schedule below for personal or business leaves. If these days are not taken, they will accumulate each year as sick leave. Requests for personal time should be made at least 24 hours in advance unless it is an unforeseen emergency. Personal time may not be used for more than three (3) consecutive days or to extend vacation or holidays unless prior approval of the District Administrator or designee is granted.

B. Funeral/Bereavement:
See All Employees, Section 10 – Bereavement Leave.

C. Sick Days: The full allowance for sick leave for the school year will be credited at the beginning of the school year according to the schedule below.

It is the employee’s responsibility to inform their administrator or their designee of their need to use sick time. In the event an employee is going to be out for three (3) or more consecutive days, they need to contact the District Office regarding FMLA.

D. Allocations: If an employee fails to complete the full school year for reasons other than illness, such leave may be pro-rated on the basis of one (1) day per month based upon the percentage of student contact days completed. Sick and personal leave will be deducted based on actual time off in fifteen (15) minute intervals.

Number of Days Worked in a School Year	Years of Service	Sick Days Hired Prior to July 1, 2003	Personal Days Hired Prior to July 1, 2003	Sick Days Hired After July 1, 2003	Personal Days Hired After July 1, 2003
180-196 (9 month)	0-5	6 Sick days	3 Personal	6 Sick days	3 Personal
	6-10	5	4	5	4
	10+	4	5	4	5
197-229 (10 month)	0-5	7 Sick days	3 Personal	7 Sick days	3 Personal
	6-10	6	4	6	4
	10+	5	5	5	5
230 -259 (11 month)	0-5	8 Sick days	3 Personal	8 Sick days	3 Personal
	6-10	7	4	7	4
	10+	6	5	6	5
Number of Days Worked in a School Year	Years of Service	Sick Days Hired Prior to July 1, 2003	Personal Days Hired Prior to July 1, 2003	Sick Days Hired After July 1, 2003	Personal Days Hired After July 1, 2003
260 (12 month) (Custodian/Cleaner)	0-5	12 Sick days	3 Personal	9 Sick days	3 Personal
	6-10	11	4	8	4
	10+	10	5	7	5

260 (12 month) (All Other)	0-5	10 Sick days	3 Personal	9 Sick days	3 Personal
	6-10	9	4	8	4
	10+	8	5	7	5

Number of Days Worked in a School Year	Maximum Accumulation of Sick Hours Hired Prior to July 1, 2003	Maximum Accumulation of Sick Hours Hired After July 1, 2003
180-196 (9 month)	880	880
197-229 (10 month)	880	880
230 -259 (11 month)	880	880
260 (12 month) (Custodian/Cleaner)	960	880
260 (12 month) (All Other)	880*	880

*Administrative Assistants hired before July 1, 1993, maximum accumulated sick hours is 907.5.

Section 10 INSURANCE BENEFITS

10.01 Health, Dental, Life, Disability, and Long-Term Disability Insurance

Eligibility for and Payment towards Coverage of Health, Dental, Life, Disability, and Liability Insurance.

The percentage of the premium paid by the full time employee and the District will be determined by the Board of Education on an annual basis. A full time employee is scheduled to work 35-40 hours per week. Employees regularly scheduled at least 30 hours per week during the school year are eligible for insurance benefits with the premium contribution being prorated as the percentage of employment. Eligibility for coverage is dependent upon the terms of each insurance plan.

10.02 Cash Option in Lieu of Health Insurance – Alternate Benefit Plan (ABP)

- A. Employees who qualify for participation in the District group health insurance plan but who have coverage through another plan other than the District group health insurance plan may waive participation under the District group health insurance plan and elect to receive cash compensation in lieu of the health insurance benefit. The amount of the cash compensation will be set by the Board prior to the District’s annual open enrollment period.

- B. Employees who choose the ABP option may sign up at any time due qualifying life events.
- C. The District may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an “open enrollment” opportunity to enroll in the group health insurance plan.

Section 11 RETIREMENT BENEFITS

11.01 Wisconsin Retirement System (WRS) Contributions

All qualified regularly employed full-time and part-time support staff personnel shall pay 100% of the employee’s required contribution into the WRS as required by state statute.

11.02 Retirement Benefits for Educational Assistants, Secretaries, Clerks, and Technology Assistant and Food Service Hired Before July 1, 2013

- A. Employees, who retire from the District after fifteen (15) years or more of District employment and are age 55, shall be paid \$12.50 per hour for up to 880 hours of accumulated unpaid sick leave into a non-elective TSA after the employee’s retirement. (This amount is not to exceed a total of \$11,000.) This severance benefit is not subject to WRS contributions.
- B. Employees, who have reached the age fifty-five (55) and have been employed full-time by the District for fifteen (15) years, shall be entitled to receive \$5,852.88 per year for three (3) years (or until eligible for Medicare) deposited into their HRA account. These HRA funds are fully vested from the initial payment.

11.03 Retirement Benefits for Administrative Assistants Before July 1, 2012

Employees, who retire from the District after fifteen (15) years or more of District employment and are age 55, shall be paid \$12.50 per hour for up to 880 hours of accumulated unpaid sick leave into a non-elective TSA after the employee’s retirement. (This amount is not to exceed a total of \$11,000.) This severance benefit is not subject to WRS contributions.

- A. The Board of Education of the Evansville Community School District on behalf of those classified as administrative assistants in the District agree to establish a Health Reimbursement Arrangement (HRA) for administrative assistants as a retirement benefit.
- B. An administrative assistant may elect to retire at the conclusion of a school year provided that person has reached age fifty-five (55) no later than September 1st of the next school year.

- C. The Board will make payments into a Health Reimbursement Arrangement (HRA) account on behalf of administrative assistants as follows:
1. an administrative assistant who currently has at least 10 full-time equivalent years in the District is entitled to receive \$13,754 per year for three (3) years (or until eligible for Medicare) deposited into an HRA by August 20 of the year of retirement. These HRA funds are fully vested upon the initial payment, and
 2. an administrative assistant who currently has at least 15 full-time equivalent years in the District is entitled to receive \$13,754 per year for four (4) years (or until eligible for Medicare) deposited into an HRA by August 20 of the year of retirement. These HRA funds are fully vested upon the initial payment.
- D. If an employee dies prior to exhausting the HRA benefit, the payments shall continue to be made into the HRA account, and the spouse and/or dependent(s) eligible for employee's health insurance benefit shall receive the remainder of the benefit per the terms of the HRA plan. If there are none, no payment will be made to an estate.

11.04 Retirement Benefits for Custodians Hired Before June 30, 2013

- A. Custodians, who have reached the age of fifty-five (55) and have been employed by the District for fifteen (15) years, shall receive payment for accumulated, unused sick leave. The amount will be twelve dollars (\$12.50) times the number of accumulated sick leave hours up to 880 hours. This will be paid into a non-elective TSA per the District 403b Plan. This severance benefit is not subject to WRS contributions.
- B. Custodians, who have reached the age fifty-five (55) and have been employed full-time by the District for fifteen (15) years, shall be entitled to receive \$13,754 per year for three (3) years (or until eligible for Medicare) deposited into their HRA account. These HRA funds are fully vested from the initial payment.

Part IV ADMINISTRATIVE and DISTRICT LEVEL **STAFF**

Section 1 JOB RESPONSIBILITIES

1.01 Professional Level of Competence

Refer to Policy 211 – Administrator Ethics

1.02 Administrator License or Certificate

The District Administrator, Principals, Associate Principal/Athletic Director, Business Manager, Director of Pupil Services, Director of Curriculum and Instruction, Director of Building and Grounds and Technology Coordinator must maintain a valid license or certificate, sufficient to lawfully permit and perform such duties as may be assigned.

1.03 Job Descriptions

The Board shall provide all administrative staff with written job descriptions of each administrative staff's services, duties and obligations.

1.04 Supervisory Responsibilities

The District Administrator, Business Manager, Principals, Athletic Director, Director of Pupil Services, Director of Curriculum and Instruction, Technology Coordinator, and Director of Buildings and Grounds, are supervisory employees who have responsibilities in hiring, evaluating, and retaining staff within the parameters of District policies.

Section 2 WORK SCHEDULES

2.01 Work Schedules for Administrative Staff

Administrative staff work schedules are set by the District Administrator with the professional duties of each administrative staff taken into account in the setting of the work schedule. Refer to individual administrator contracts or individual employment summary. Administrators and Directors are salaried employees according to § 118.24, Wis. Stats. and are not eligible for overtime.

Section 3 PROFESSIONAL GROWTH

3.01 Requirement to Remain Current

All administrative staff shall engage in independent and active efforts to maintain high standards of individual excellence. Administrative staff members are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national administrator associations; seminars, workshops and courses offered by institutions of higher learning; and other formal and informal professional development activities. The District, at its discretion, shall fund or reimburse the administrative staff for professional development, professional association membership, or graduate credit attainment.

Section 4 ADMINISTRATOR EVALUATION

4.01 General Provisions

Administrative staff shall receive written evaluations based on written job descriptions and documented annual goals.

4.02 Evaluation Frequency

Administrative staff shall receive a written performance evaluation at least once annually.

4.03 Evaluators

*Refer to Policies: 221 – Recruitment and Appointment of Administrators
225 – Evaluation of the District Administrator
225.1 – Administrative Staff Evaluations*

The Board is responsible for the District Administrator's evaluation. The District Administrator is responsible for the evaluation of the other administrators and administrative staff and shall either perform those evaluations themselves 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.

Section 5 PROFESSIONAL COMPENSATION

5.01 Professional Compensation for Administrative and District Level Staff

The District Administrator, Principals, Business Manager, Director of Pupil Services and Director of Curriculum and Instruction shall be compensated in accordance with the terms of their individual contract or individual employment summary, subject to the annual approval of the Board. The Director of Building and Grounds and Technology Coordinator shall be compensated in accordance with the terms of their individual employment summary, subject to the annual approval of the Board.

Section 6 INSURANCE, LEAVE, AND OTHER BENEFITS

6.01 Health or Cash-in-Lieu, Dental, Life, Disability, and Liability Insurance

The Board shall provide Administrators and Directors with health or cash-in-lieu, dental, life, and disability insurance consistent with the insurance and benefit parameters provided to other eligible employee groups. The insurance carrier(s), program(s), and coverage's will be selected and determined by the Board. Details of these benefits, and issues related to such, are summarized in the individual contract or individual employment summary.

6.02 Sick, Personal, Bereavement, Leave Benefits

The Board shall provide Administrators and Directors with sick, personal, bereavement or other leave. The parameters of this benefit may be altered or amended at the Board's discretion. Details of these benefits and issues related to such are noted in the individual contract or individual employment summary.

6.03 Holidays

Holiday leave shall be provided at the Board's discretion and shall be denoted in the individual contract or individual employment summary.

6.04 Vacation Leave

Vacation leave shall be provided at the Board's discretion and shall be denoted in the individual contract or individual employment summary. The benefits and parameters of such vacation leave may be altered or amended at the Board's discretion.

6.05 Other Benefits

Other benefits shall be provided at the Board's discretion and shall be denoted in the individual contract or individual employment summary.

Section 7

POST-EMPLOYMENT BENEFITS

7.01 Wisconsin Retirement System (WRS) Contributions

The Board agrees to contribute the employer's share for administrative and directors as required by state statute. Administrative staff and directors agree to pay the employee's required WRS contribution as required by state statute. Under no circumstances shall the Board pay the required employee WRS contribution for any administrative staff or directors. Details of WRS benefits, and issues related, will be noted in the individual contract or individual employment summary.

7.02 Unused Sick Leave

Upon retirement from the District, administrators and directors shall be reimbursed for unused sick leave consistent within the individual contract or individual employment summary.

7.03 Other Retirement Benefits

The Board shall provide the administrator and directors with other retirement benefits consistent within the individual contract or individual employment summary.

PART V CO- and EXTRA-CURRICULAR STAFF

Section 1 CO-AND EXTRA-CURRICULAR ASSIGNMENTS

1.01 Letter of Assignment

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

- A. activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant,
- B. the stipend for co-and extra-curricular activities shall be specified in the letter of assignment. The letter of assignment shall not be deemed a contract, and individuals holding co-and extra-curricular positions are at-will employees.

1.02 Payments

Payments for co-and extra-curricular duties will be paid at a minimum of once every 30 days beginning with the first day of the assignment.

1.03 Work Schedule

Co-and extra-curricular assignments may occasionally occur during part of an employee's regular workday in their other position(s) with the District (e.g., as a teacher). In such cases, the employee shall consult with the supervisor of their regular assignment to determine the appropriate course of action. In the supervisor's sole discretion, the employee may be:

- A. required to work a flexible schedule to make up professional responsibilities and/or time lost during their regular workday,
- B. relieved from the requirement to make up the time lost,
- C. required to re-schedule the co-and extra-curricular activity, or
- D. required to take any other action that the supervisor deems reasonable.

1.04 Evaluation of Co-and Extra-Curricular Assignments

Head Coaches will be evaluated in writing on an annual basis by the Athletic Director. Head Advisors will be evaluated in writing on an annual basis by the building administrator. Individuals holding co-and extra-curricular assignments other than Head Advisor or Head Coach shall be evaluated in the manner and frequency that their supervisor deems appropriate. When determining the manner and frequency of evaluations, the supervisor may take into account such factors as:

- A. the individual's experience with the particular activity,

- B. input received from participants, parents, and other stakeholders,
- C. the extent to which an individual needs additional guidance or oversight, and
- D. any other consideration that a supervisor, in his/or reasonable discretion, deems appropriate.

1.05 Pre-Employment Requirements

All new co-and extra-curricular employees will have to meet all new staff requirements, including but not limited to, a physical examination (including a tuberculin test or chest x-ray) and a criminal background check.

1.06 Orientation and Training

Co-and extra-curricular employees shall participate in any orientation, training, or other meetings as required by the District. Coaches shall meet all standards and requirements as established by the WIAA. Co-and extra-curricular employees shall become familiar with, and follow, all handbooks relating to the activity to which they are involved.

1.07 Volunteers

Refer to Policy 353.1 – School Volunteers

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

- A. they will not be eligible for salary/wages, stipend, or benefits,
- B. they will be covered by the District’s general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District’s liability insurance policy for claims made against volunteers by other volunteers or District employees,
- C. they will be responsible for their own personal injuries (i.e., ineligible for worker’s compensation),
- D. they must consent to a background check and agree to have a tuberculin skin (TB) test,
- E. they must follow all District activity and athletic policies and procedures and other District policies as applicable,
- F. they must accept direct and indirect supervision of the head coach,
- G. they may be dismissed at any time without cause, and
- H. they must sign a District Volunteer Agreement Form.

1.08 Attendance at WIAA State Tournament Events

It is the intent of Evansville Community School District to provide our high school athletic coaches with the opportunity to attend WIAA state tournament events. The District will provide a substitute for the high school coach if employed by the District and tickets to the WIAA state tournament event for all high school coaches.

PART VI SUBSTITUTE and SEASONAL STAFF

Section 1 ALL SUBSTITUTE EMPLOYEES

Refer to Policy 523.1 – Employee Physical Examinations

1.01 Pre-Employment Requirements

All new substitute staff hires will have to meet all new staff requirements, including but not limited to, a physical examination (including a tuberculin test or chest x-ray), and a criminal background check.

1.02 Training and Evaluation

The instructional staff and/or the District as appropriate may provide suitable programs of training, orienting and evaluating the work of substitutes.

1.03 Dismissal/Removal From Substitute List

All substitutes are casual employees and therefore have no expectation of continued employment. Substitutes may also be removed from the substitute call list at the discretion of the District.

1.04 Assignment and Professional Responsibilities

A. Assignments:

Substitutes shall be assigned duties at the discretion of the District. A copy of the appropriate school procedures and Board policies shall be made available to the substitute. Board policies are available to the substitute online at www.ecsdnet.org/School-Board/Policies/index.html.

B. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment:

A substitute who accepts a job by mistake will contact the District as soon as possible to rectify the error. A substitute may cancel an assignment. A substitute who wishes to cancel an assignment must inform the principal, supervisor, or their designee. Requests to cancel assignments must be made by telephone if within 24 hours of the assignment or over a weekend. Contact by email is an acceptable means of communication for cancellations with advance notice of more than 24 hours. Any substitute who abuses the cancellation privilege, may lose the opportunity to substitute in the District.

C. Professional Responsibilities:

The professional responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.

D. Duty Free Lunch:

All substitutes shall be provided breaks and lunch periods consistent with the staff person that the substitute is replacing.

1.05 Compensation

Substitutes shall receive an hourly rate to be determined by the Board on an annual basis.

Section 2 SUMMER SCHOOL OR SEASONAL EMPLOYEES

2.01 Pre-Employment Requirements

All new summer school or seasonal hires will have to meet all new staff requirements, including but not limited to, a physical examination (including a tuberculin test or chest x-ray) and a criminal background check.

2.02 Assignments and Responsibilities

- A. The District, at its sole discretion, may offer summer school or seasonal employment to applicable and qualified regular school year employees or to outside individuals or providers.
- B. The terms and conditions of employment for summer school or seasonal employment shall be established by the District at the time of hire.
- C. Summer school or seasonal employees shall be assigned duties at the discretion of the District. Summer school teachers shall have the necessary license and/or permit required by state law or DPI summer school program regulations.
- D. Summer school employment is subject to student enrollment and may be cancelled at any time at the discretion of the District. If student enrollment is such that the District determines that a course or class be cancelled, the summer school employee will not be compensated for any loss of anticipated employment or salary.
- E. Seasonal employment is at the sole discretion of the District. Seasonal employees are subject to a reduction of employment or reduction of hours as determined by the District.
- F. Summer school and seasonal employees are at-will employees and therefore have no expectation of continued employment.

2.03 Training and Evaluation of Summer School or Seasonal Employees

- A. The District may provide suitable programs of orientation and training for summer school or seasonal employees.
- B. Individuals holding summer school or seasonal assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate.

2.04 Compensation

- A. Payments for summer school or seasonal employment shall be made in accordance with District payroll procedures. However, wages earned shall be paid at least monthly, with no longer than 31 days between pay periods.
- B. Summer School Teachers Pay: Summer school teacher compensation shall be determined on an annual basis by the Board.
- C. Summer School Support Staff Pay: Summer school support staff compensation shall be determined on an annual basis by the Board.
- D. Seasonal Staff Pay: Custodial staff compensation shall be determined on an annual basis by the Board.

Employee Acknowledgment

(To be signed and returned to the District Office)

I hereby acknowledge that it is my responsibility to access the *School District of Evansville Employee Handbook* online. My signature below indicates that I agree to read the *Handbook*. It is also important to know that additional regulations, policies, and laws are in the *District's Board Policies*. The *Employee Handbook* and the *District's Board Policies* can be located on the District's website at www.ecsdnet.org.

The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this *Handbook* is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this *Handbook*, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this *Handbook* or individual contract.

Printed Name

Signature

Date

Received in District Office on _____ by _____

**EVANSVILLE COMMUNITY SCHOOL DISTRICT
EMPLOYEE HANDBOOK PROPOSED CHANGE
Effective Immediately Upon Board Approval**

If you have a suggestion for an Employee Handbook change, please work with your employee group/representative to complete a form for each suggested change. Once the form is complete, please return to the District Administrator Administrative Assistant in the District Office, prior to each quarterly Employee Handbook Committee meeting. The Employee Handbook Committee will review, all suggested changes submitted by employee groups during each of the first three quarters of the school year, and the Committee Chair will forward recommendations to the Board of Education. The Board of Education will approve suggested changes quarterly, with implementation immediately upon approval.

Employee/School Board Member Name: _____

Employee Handbook Part: _____

Employee Handbook Page/Section/Section #: _____

Suggested Revision:

How This Revision Furthers the Mission of the District (stated in policy #152, second paragraph, last sentence):

DISTRICT OFFICE USE ONLY

Form received: _____

Board of Education Approval of Change: YES ___ or NO ___; Action Date _____

Cost Impact and Amount: _____

Legal Impact: _____