

# SPOONER AREA SCHOOL DISTRICT



## Employee Handbook

## Employee Handbook Revision Log

<b>Rev #</b>	<b>Description</b>	<b>Initial</b>	<b>Date</b>
1.0	Handbook format revised from Dec 2013	BOE	10/09/15
2.0	Handbook revised from Oct 2015	BOE	12/21/16
3.0	Handbook revised from Dec 2016	BOE	8/21/17
4.0	Handbook revised from Jul 2017	BOE	7/19/18
5.0	Handbook revised from Jul 2018	BOE	6/17/19
6.0	Handbook revised from Jul 2019	BOE	6/15/20

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# Employee Acknowledgment

*To be signed and returned to the District Office by September 1 annually  
for continuing staff and the first day of work for new staff.*

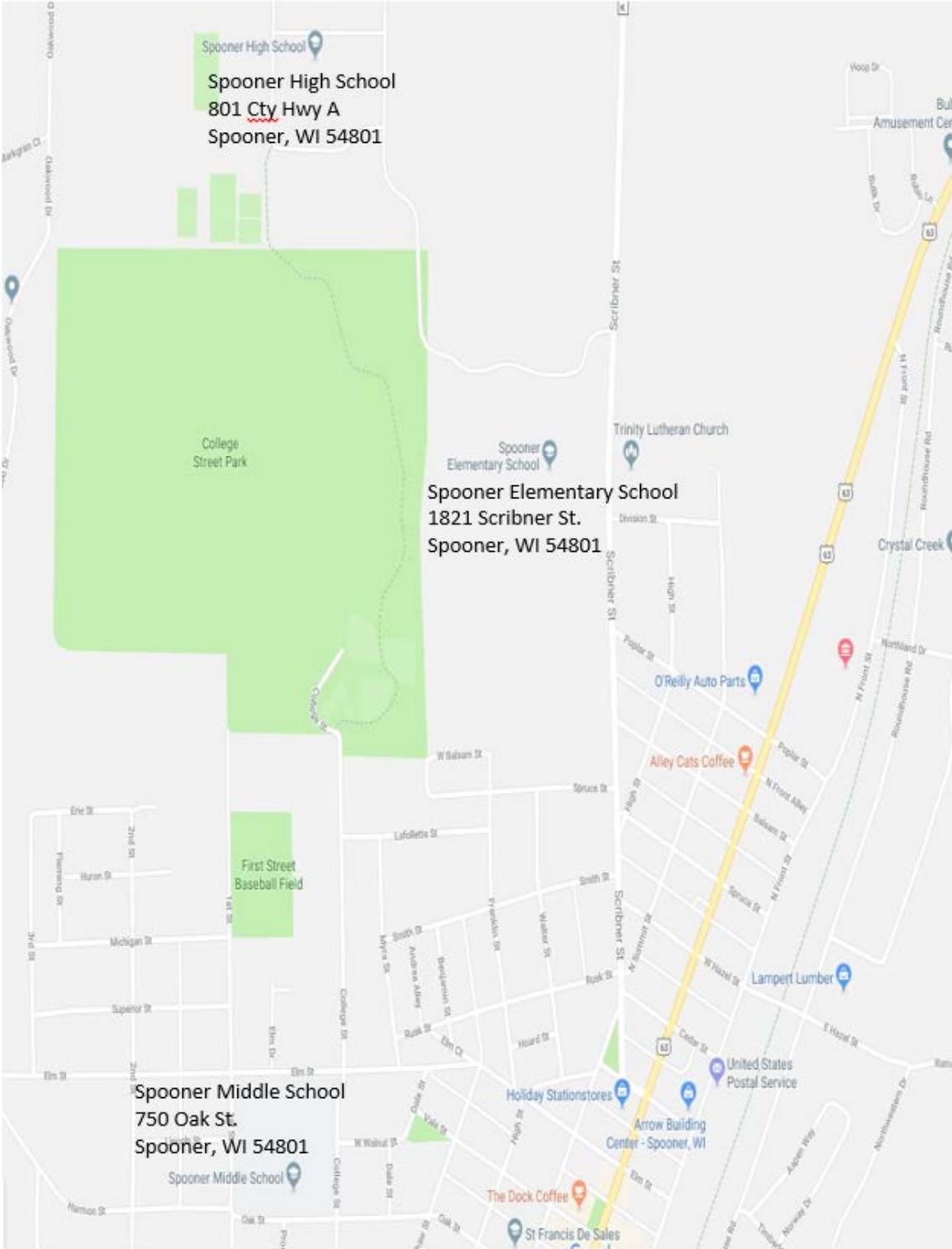
I hereby acknowledge that it is my responsibility to access the *Spooner Area School District Employee Handbook* online. My signature below indicates that I agree to read the *Handbook* and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in place through board policies. The *Employee Handbook* and the Board Policies Manual can be located on the District's website at [www.spooner.k12.wi.us](http://www.spooner.k12.wi.us). The Employee Handbook, Board Policies Manual, and Administrative Regulations can be found under the heading "policies." The information in this *Handbook* is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this *Handbook*. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that this *Handbook* does not constitute an employment contract or alter my status as an at-will employee. I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

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

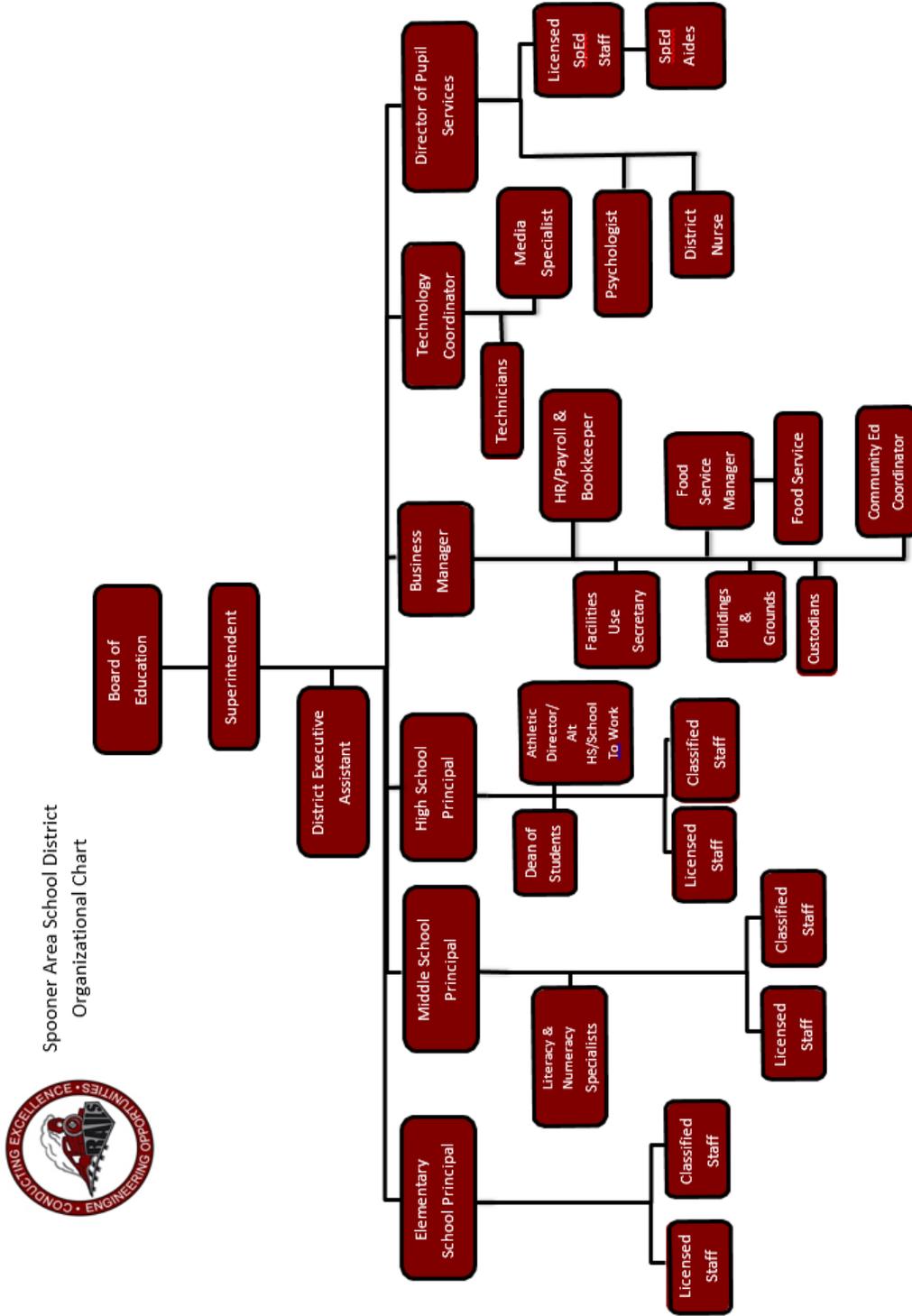
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Signature

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Date

# School Locations



# District Organizational Chart



Spooners Area School District  
Organizational Chart

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# District Academic Calendar

The school calendar shall be determined by the Board. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc. shall be at the discretion of the Board.

The calendar can be found on the District's website – [www.spooner.k12.wi.us](http://www.spooner.k12.wi.us).

## Section 1: PREAMBLE and DEFINITIONS

### 1.01 About this handbook

The Spooner Area School District affords equal employment opportunity to qualified individuals regardless of their age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or nonuse of lawful products off the employer's premises during nonworking hours, or declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other reasons prohibited by state or federal law, to the extent required by law, in all aspects of the employment relationship, including recruitment, selection, placement, training, assignment, promotion, transfer, compensation, benefits and termination. This employee handbook is an employment guide for employees of the Spooner Area School District. This handbook outlines important information about compensation, benefits, leaves and absences, grievance procedure and work rules. It is the employee's responsibility to read, understand and be familiar with this handbook. If you prefer to discuss your questions personally, contact the Superintendent's office for an appointment.

The school or department to which you are assigned will establish additional appropriate guidelines and procedures. Questions that you have about these procedures and guidelines should be addressed with your supervisor.

This *Handbook* is not a contract or any part of a contract for employment, expressed or implied. This *Handbook* may be changed by the District at any time, without prior notice to Employees. Employees without an individual contract for employment are "at-will" employees.

Employees with an individual employment contract or who are issued a *Notice of Work Assignment* are subject to provisions of this handbook that do not conflict with the individual employment contract or *Notice of Work Assignment*. If there is a conflict between the provisions of this handbook and the terms of an individual employment contract or *Notice of Work Assignment* the employment contract or *Notice* will control. This *Handbook* is subject to, and does not supersede the provisions set forth in District policies or state and federal laws.

### 1.02 Definitions

- A. Administrators: Administrators are defined as persons who are required to have a contract under §118.24, Wis. Stats., and any other individual given an administrator contract by the School Board.
- B. Administrative Support Staff: Administrative support staff perform clerical, secretarial and general organizational duties for management staff.

- C. Business Day: Business day is defined as Monday through Friday, other than holidays or days when a school or schools are closed for an emergency.
- D. Calendar Year: A calendar year is from January 1 to December 31.
- E. Casual/Temporary Employee: Casual/temporary employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status. These employees have no rights of continued employment.
- F. Child: Child means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age.
- G. Classified Staff: Classified staff is any employee other than licensed educators and administrators and do not receive an individual employment contract with the District.
- H. Classroom Teacher: The portion of a licensed educator's time spent in direct instruction and support of direct instruction, including assigned duties.
- I. Days: Days, when referenced in this *Handbook* for purposes of establishing duration, is calendar days, unless specified otherwise in a specific provision.
- J. Discipline: Discipline is defined as any employment action that results in disciplinary suspension without pay, disciplinary reduction in pay or other benefits, or disciplinary demotion. Discipline shall not include the following:
1. plans of correction or performance improvement;
  2. performance evaluations or reviews;
  3. documentation of employee acts and/or omissions in an employment file;
  4. oral or written reprimands;
  5. administrative suspension with pay;
  6. non-disciplinary wage, benefit or salary adjustment; or
  7. other non-material employment action.
- K. Exempt Employment: Exempt employment means the employee's assignment is exempt from the Fair Labor Standards Act (FLSA) requirements for overtime compensation. Generally, licensed educators, administrators (including principals), directors, managers, supervisors, the school nurse and certain technology support staff are exempt under FLSA regulations.
- L. Extended Leave of Absence: A leave, whether paid or unpaid, greater than 20 days is considered an extended leave.
- M. Extra time: Extra time is time worked beyond an employee's normal work schedule. Employees not exempt under the Fair Labor Standards Act (FLSA) will receive additional pay for extra time, in accordance with the FLSA.

- N. Fiscal Year: The fiscal year is from July 1 through June 30.
- O. Full Time: Employees must be in a benefit- eligible position and work the prescribed number of hours to receive benefits.
- P. Licensed Staff: Licensed staff are required to hold appropriate licensure or certification issued by the Wisconsin Department of Public Instruction under §118.21, Wis. Stats. Licensed educators generally receive an individual contract for employment and the renewal of the individual contract may be subject to Wisconsin Statutes. Specifically excluded from this definition are individuals employed as special education assistants, instructional assistants, para-professionals or other student learning assistants.
- Q. Limited-Term Employees: Limited-term employees are casual employees hired for a specific period of time, usually related to a specific need or project.
- R. Management: Management are employees with managerial or supervisory responsibilities, as determined by the District, but not necessarily covered under §118.24, Wis. Stats. Management may include administrators, principals, directors, managers and coordinators.
- S. Non-exempt Employment: Non-exempt employees are assigned an hourly wage and may be eligible for additional compensation in accordance with the Fair Labor Standards Act (FLSA).
- T. Overtime: Overtime is hours worked actively on the job in excess of 40 in one work week. Employees eligible for overtime pay, as determined by the Fair Labor Standards Act (FLSA), will be paid time and one-half for overtime hours that have been preapproved.
- U. Parent: Parent means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse.
- V. Regular Work Schedule: Regular work schedules will be established for regular employees and communicated to the employee in a manner established by the District.
- W. School Day: The school day will be annually established by the District to determine the days and hours students are in attendance.
- X. School Year: The school year will be annually established by the District to determine the calendar days students report for instruction.
- Y. Serious Health Condition: The District will apply the definition of “Serious Health Condition” from applicable laws and regulations, as may be amended.

- Z. Spouse: Spouse means an employee's legal husband or wife.
- AA. Summer School Employee: A summer school employee is a casual employee who works for the District during the summer school session.
- BB. Summer School Session: Summer school session is the supplemental educational program offered to District students pursuant to Department of Public Instruction rules and regulations.
- CC. Substitute Employees: Substitutes are casual employees hired to replace a regular employee during the regular employee's leave of absence.
- DD. Supervisor: Supervisors include administrators and other managers designated by the District and have responsibility for the supervision and evaluation of assigned employees.
- EE. Teacher: Licensed educators with primary responsibility for instructional planning and preparation, classroom environment and direct instruction of pupils or as a resource to classroom teachers or pupils.
- FF. Temporary/Casual Employees: Temporary employees are casual employees hired for a specific project or purpose for a specific length of time. A temporary employee has no expectation of continued employment.
- GG. Work site: Work site is the place the employee performs his/her duties on behalf of the District as directed by or with the permission of the employee's immediate supervisor, which may not necessarily be located on school owned or leased property. Nonexempt employees may not work outside of their regular work day, or over their lunch period, without the express approval of a supervisor.
- HH. Work week: The work week shall begin at 12:00 midnight (12:00 am) Sunday and end at 11:59.59 pm on Saturday.
- II. Workplace Safety: "Workplace safety" means conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provisions of personal protective equipment, and accident risk.

## **Section 2: EMPLOYMENT LAW**

**Information regarding the following Employment Law provisions can be found on the school building bulletin board in each school location of the District.**

### **2.01 Equal Opportunity**

It is the policy of the District that no person may be illegally discriminated against in employment by reason of their age, race, creed, color, disability, pregnancy, marital

status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information or any other factor prohibited by state or federal law.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with District policy.

## **2.02 Equal Opportunity Complaints**

## **2.03 Fair Labor Standards Act**

## **2.04 Family and Medical Leave Act**

## **2.05 Immigration Law Compliance**

## **2.06 Discrimination and Harassment**

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described above in section 2.01 Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

1. Unwelcome sexual advances, comments or innuendos;
2. Physical or verbal abuse;

3. Jokes, insults or slurs directed toward the protected groups set forth above (*Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks*);
4. Taunting based on personal characteristics described above intended to provoke an employee; and/or
5. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

All employees are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures found in Board Policy 511-Rule. All reports regarding employee discrimination or harassment shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint in good faith under this policy. The District shall take appropriate and necessary action to eliminate employee discrimination or harassment. Any employee found to have engaged in harassment or other forms of discriminatory conduct will be subject to disciplinary action up to and including discharge from employment.

All employees have a duty to report incidents of potential discrimination or alleged harassment to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of perceived discrimination or harassment, as described above, may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to discrimination or harassment complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including termination.

### **Section 3: GENERAL EMPLOYMENT CONDITIONS**

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, etc.

#### **3.01 District Expectations**

- A. The District expects its employees to produce quality work, maintain confidentially in accordance with the law, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, students and the public. The District expects employees to comply with commonly accepted standards of conduct, all applicable Board policies, administrative rules, established procedures, work rules, job descriptions, terms of this *Handbook* and legal obligations. Violation may result in disciplinary action, including termination of employment.

- B. The District expects its employees to refrain from conducting activities during work time that is not associated with their assigned duties and responsibilities.

### **3.02 Professional Expectations**

Employees shall maintain the highest level of professionalism in their interactions with students, other staff and the public, and engage in independent and active efforts to maintain high standards of individual excellence. Professional expectations include, but are not limited to:

1. be current in specific and applicable areas of responsibility;
2. contribute to a quality education for all students;
3. participate in and support collaboration and team building;
4. demonstrate respect for others, cooperation and teamwork at all times;
5. engage in professional communication, including accepting responsibility for verifying the accuracy of information before sharing with others;
6. support the District's vision through work on goals, projects and initiatives; and
7. foster a climate of life-long learning.
8. ensure professional, civil and respectful interactions with students, parents/families, staff members and community members by guarding your words and actions in all situations.

### **3.03 Professional Learning**

- A. The District may require employees to attend in-service or other training, which may occur outside of the employees' regular work schedule.
- B. The District may require employees to reimburse the District for costs incurred for professional learning if the employment is terminated.

### **3.04 Confidentiality**

- A. Pupil information obtained as the result of employment with the District is confidential and protected by law unless such information has been designated as pupil directory data in School Board policy. The law and respect for our student's rights require that student issues are only discussed with parents and employees who need to know the information.
- B. 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 Superintendent, or designee.

### **3.05 Conflict of Interest**

- A. A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party with which the employee is affiliated because of the employee's position with the District. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an

organization with which he or she is associated.

- B. 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.
- C. No employee may receive for his or her personal benefit anything of value from any person other than the District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any pupil while on the property of or at an activity of the District.

### **3.06 Background Checks and Drug Tests**

The District may perform background checks and test for the presence of illegal drugs in accordance with the law. The District may perform test for the presence of illegal drugs on employees when deemed necessary, based on reasonable individualized suspicion. For purposes of compliance with this provision, drug-testing is not considered a medical exam.

### **3.07 Obligation to Report Criminal Record**

- A. All District employees shall notify the Superintendent's office, as soon as possible, but no more than three calendar days, of any arrest, charges or convictions (excluding misdemeanor traffic offenses punishable by only a fine). Failure to make such a report may result in disciplinary action, up to and including discharge from employment. Employees are also expected to report revocation, suspension, denial or investigation of a professional certificate or license relating to their job in the District.
- B. Nothing herein shall prohibit the District from placing an employee on administrative leave based upon an arrest, indictment or conviction.

### **3.08 District Property**

- A. The District may provide an employee with equipment or supplies to assist in the performance of duties. Employees are required to show reasonable care and to take precautions for theft for any equipment issued, including using appropriate password protections on all electronic devices. District-owned property shall not be used by the employee for personal reasons. Any equipment, unused supplies, keys, employee identification badges or any other item issued by the District must be returned prior to the employee's last day of employment.

- B. Communications related to District purposes with parents, students and others, using District property, shall be in conformance with the District's acceptable use policy. Employees shall not use District-provided property, including computer networks, email systems, airwave rights, copiers and any other property for other than District-related business.

### **3.09 Identification Badge**

Employees shall, at all times, while on school premises or with pupils outside of school premises, wear, in a visible place, a District-issued employee identification badge.

### **3.10 False Reports**

Employees shall not file false reports or statements, including but not limited to, accident reports, attendance reports, insurance reports, physician's statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.

### **3.11 Gifts**

- A. An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities or beverages that are provided in connection with a conference sponsored by an established or recognized educational or business association. Teachers may accept only gifts of token value from students. Staff members may accept gifts of nominal value (no greater than twenty dollars (\$20)) from students, vendors, community members, higher education, or parents.
- B. Employees shall decline gifts, gratuities or favors from any organization or individual seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the business office for proper processing under the District's policy on gifts and solicitations. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision may be accepted.

Sale of Goods and Services: No District employee may receive for his or her personal benefit anything of value from a person other than his or her employing District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of his or her employing District or at an activity of his or her employing District. [118.12, Wis. Stats.]

### 3.12 School Closing/Inclement Weather/Emergency Closing

Emergency closing can occur for various reasons. Most often an emergency school closing may be due to inclement weather. Should inclement weather or other emergency situations require the District to close school(s) the following procedures shall be followed:

- Automated calls for students and employees will be placed to primary number and email address on file in the District SIS system as soon as practical, using the District's emergency notification system. Employees are responsible for ensuring their phone number is accurate in Skyward, in order to receive these automated calls.
- Closing/Late start information will be posted on the school website and social media page as soon as practical. Local television and radio stations will also be notified as soon as practical. Employees should check the following stations if they do not receive a phone call or an email through their district email account. Employees are encouraged to monitor TV and radio stations and their district email for notifications in an emergency.

#### Television:

- Northland's News Center-Duluth: CBS (Channel 3), NBC (Channel 6)
- WDIO-Duluth: ABC (Channel 10)
- KSTP-Cities: ABC (Channel 5)

#### Radio Station:

- WJMC (96.1 FM, 1240 AM)

#### Websites:

- [www.spooner.k12.wi.us](http://www.spooner.k12.wi.us)
- <https://www.facebook.com/SASDRails/>

Classified staff do not report to work on days with emergency school closings, except the lead administrative assistant for each building/office and custodians approved by the Director of Operations. The first two inclement weather days for the District will be forgiven for Certified and Classified staff. Beyond the first two emergency school closings, the Classified staff pay will be reduced by the amount of the days/hours not worked, as a result of the District or an individual building being closed. Employees may use vacation or personal leave time in lieu of the wage reduction if they provide notice to their supervisor within 48 hours of the event. In the case that there are five or more emergency school closings for the District during the fiscal year, Classified staff may convert one sick leave day to personal leave to use in lieu of the wage reduction.

Licensed staff will not report to work on days with emergency school closings, unless otherwise informed by their supervisor. During emergency school closings where licensed employees are advised not to report to work as a result of the District or an individual building being closed, employees will receive their normal pay and the

days/hours affected by the closure shall be made up at the discretion of the District. On emergency school closing days when staff are directed to attend work; the district may choose to allow licensed staff to work from home using an online portal, but such activity must be approved by the superintendent. Employees will not receive additional compensation when make-up day(s)/hours are scheduled to account for the loss of work time during a school closing.

In the event of late start or early release, supervisors will communicate directions for staff to report to work. If the employee is unable to report to work as noted by the supervisor, any time missed shall be made up or subtracted from the leave bank as determined and/or approved by the District.

### **3.13 Investigations**

Employees have an affirmative duty to provide supervisors, or any other District official conducting an investigation, all relevant and factual information related to the subject of an investigation.

### **3.14 Licensure/Certification**

Employees who are required to be licensed or certified by law must provide the District with a copy of the current license/certificate. Employees hired with specific certifications/licenses shall keep all said licenses/certifications current unless authorized, in writing, by the Superintendent, or designee, to allow the certificate/license to expire.

### **3.15 Compensation for Additional Assignments**

- A. Employees assigned duties and responsibilities outside their regular assignment will be compensated in accordance with appropriate federal and state law, and this *Handbook*.
- B. Employees may be eligible for additional compensation for added responsibilities if all of the following conditions are met:
  - 1. The compensation is for a budgeted assignment, or a replacement of a budgeted assignment;
  - 2. The compensation is approved by an administrator with authority to do so; and
  - 3. The employee properly completes and submits forms in the manner prescribed by the District within thirty (30) days of completion of the assignment.
- C. Employees may be assigned to co-curricular positions with additional pay, at the discretion of the District.
  - 1. The type and number of positions to be authorized will be determined by the District.

2. Positions may be filled, at the discretion of the District, only if funding has been included in the annual operating budget, the position is a substitute for a position included in the budget or funding from an outside source is provided in advance of the position being filled.

### **3.16 Nepotism**

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity that they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.
- B. For purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.
- C. Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall inform his/her supervisor of the relationship and shall refrain from participating in such hiring.

### **3.17 Performance Assessments**

The District will devise and/or adapt/adopt systems for purposes of assessing employee performance in order to impact student success.

Employees will receive performance assessments designed to improve student achievement, operational efficiency and overall district operations. Each year/cycle of feedback and data will contribute to the summative evaluation and align with state guidelines or best practices for managing human resources and staffing decisions. An employee will go no longer than three (3) years of service without a formal review by a supervisor. All summative reviews will be placed in the employee's' personnel file and a copy will be provided to the employee electronically or in written form.

### **3.18 Personal Appearance/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. Particularly on Fridays or non-student contact days business casual attire (including jeans) may be worn. Remember, to our students, parents and the public, employees represent the District.

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 will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate or which adversely affects the educational atmosphere.

### **3.19 Possessing, Using or Being Under the Influence of a Substance While in the Workplace**

Employees are prohibited from possessing, using or being under the influence of drugs, alcohol or other substances that impair their ability to perform in the workplace. Employee shall not be under the influence in the workplace and shall behave in conformance with the requirements established under the Drug Free Workplace Act of 1988 (41 U. S. C. 701 et seq.).

### **3.20 Expense Reimbursement**

District personnel and Board members who incur expenses (e.g. registration fees, lodging, meals and mileage) in carrying out their authorized duties shall be reimbursed by the district upon submission of a properly completed and approved “Expense Voucher” and such supporting receipts as required. Such expenses must be pre-approved and incurred in line with budgetary allocations and district practices.

- A. The following expenses qualify as reimbursable items:
  - 1. Meals – Meals shall be reimbursed, including tax and tip, in accordance with board policy.
  - 2. Room – Administrators and district staff shall be reimbursed when travel exceeds 120 miles one way and the room has not been pre-paid by the district. Administrators and district staff shall be reimbursed at the single room rate. Administrators and district staff should request the State-rate when making reservations. Reimbursement is not guaranteed when travel exceeds one day but does not exceed 120 miles one way. Arrangements for double occupancy must be in accordance with District practices.
  - 3. Transportation – Mileage shall be reimbursed at a rate set forth by the state agency and in accordance with board policy.
- B. Administrators and district staff shall use a school vehicle and carpool when possible.
- C. Extended travel:
  - 1. All out of state travel shall be pre-approved by the superintendent.
  - 2. Airfare shall be reimbursed at the most economical rate available. If an

- employee prefers to drive rather than fly, the reimbursement shall be the airfare or mileage, whichever is less.
3. Car rentals shall not be reimbursed unless arranged with the superintendent.
  4. Taxi fare and parking fees shall be reimbursed for school business purposes only.
- D. Registration fees- the district shall pre-pay or issue a purchase order for the registration fees.
1. No entertainment expenses shall be reimbursed by the district.
  2. To be reimbursed, staff must submit a completed expense voucher to the Director of Operations with receipts attached within 30 days of when the approved expenses were incurred. Any personal expenses or expenses for guests must be deducted from the voucher.

### **3.21 Personal Property**

The District does not assume any responsibility for loss, theft or damages to personal property. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District does not have insurance coverage for any loss or injury for which the District does not have legal responsibility.

### **3.22 Personnel - Student Relations**

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

Employees shall not use profane or obscene language or gestures in the workplace. Nothing in this provision limits the use of social media in bona fide instruction of students.

### **3.23 Child Abuse Reporting**

Except as provided under Wisconsin Statute §48.981, sub. (2m), any of the following persons who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report it: school nurse, social worker, professional counselor, school teacher, school administrator, school counselor, child care worker in a child care center, or residential care center for children and youth, a child care provider, an alcohol or other drug abuse

counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a dietitian, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.

A person required to report shall immediately inform, by telephone or personally, their supervisor and the county department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

Employees who are not mandatory reporters as set forth in paragraph A above, and who in connection with their job responsibilities have reasonable cause to suspect that a child has been abused or neglected or who have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur shall notify their immediate supervisor or other administrative personnel of such alleged abuse.

### **3.24 Computer Technology Network and Internet Acceptable Use and Safety**

In accordance with Board Policy 7540, employees agree to follow the Acceptable Use parameters. Employees are required to review and comply annually.

Social Media: Staff members are discouraged from engaging students in social media and online networking, except for appropriate academic, extra-curricular, and/or professional use only. Employees, volunteers, students, and guests are expected to follow the board policy related to Acceptable Use. Employees must also avoid posting any information on social media or engaging in communications that violate state or federal laws or District policies.

### **3.25 Physical Examinations**

- A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District. The cost of such an examination shall be paid by the District; however, any other tests or examination not required by the District will be paid by the employee.
- B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including termination.

### **3.26 Political Activity**

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

- A. No school employee shall, during the school day, use time for the solicitation, promotion, election or defeat of any referendum, candidate for public office, legislation or political action.
- B. No school employee shall use in any way the classrooms, buildings or pupils for the purpose of solicitation, promotion, election or defeat of any referendum, candidate for public office, legislation or political action.
- C. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election or defeat of any referendum, candidate for public office, legislation or political action.

### **3.27 Secondary Employment**

Secondary employment shall not interfere with normal work hours or diminish the capacity of the employee to perform his/her duties.

### **3.28 Severance from Employment**

An employee's employment relationship shall be broken by:

- 1. termination pursuant to the terms of this *Handbook* and the employee's individual contract, if any;
- 2. voluntary resignation;
- 3. retirement;
- 4. nonrenewal of the employee's contract;
- 5. failure to return to work following the expiration of an authorized leave of absence; and
- 6. job abandonment.

### **3.29 Solicitations**

All solicitations of employees must be approved in advance by the Superintendent, or designee, and be consistent with Board Policy. Employees shall not solicit students, families, or other employees.

### **3.30 Transfers**

- A. Employees that desire a change in location in the subsequent year shall inform the Superintendent's office by January 30. Consideration will be given to the employee's training, experience, achievements and service to the District
- B. The District will post vacancies for open positions and announce such vacancies

using direct employee communication or WECAN.

### **3.31 Hours of Work for Classified Staff**

Work schedules for classified staff, including hours and days of work, will be established by the employee's supervisor in accordance with work calendars established by the District. Schedules are subject to change at the sole discretion of the District, with or without advance notice.

- A. The normal work week for full-time employees is forty (40) hours, not including 30 minutes per day for a duty free lunch. Employees may be requested or assigned additional hours and will be compensated accordingly, as required by the Fair Labor Standards Act.
- B. The starting and ending times for employees are determined by the employee's supervising administrator.
- C. A non-salaried employee directed to report to a District worksite when on an approved leave or unassigned work day will receive not less than two (2) hours pay.
- D. Employees working six (6) or more hours per day will be given a 30 minutes duty free lunch.
- E. Classified staff are to report on Professional Development Days as directed by their immediate supervisor. Notification will be given in a timely manner as Professional Development trainings are scheduled.

### **3.32 Compensatory Time for Classified Staff**

- A. A non-exempt employee, in agreement with his/her supervisor, may request compensatory time off in lieu of extra time/overtime pay for hours worked in excess of their normal assignment, to a maximum of 24 compensatory hours.
- B. Requests to use compensatory time shall be made to the employee's supervisor and shall be approved only when doing so does not create a disruption in District operations. Any unused compensatory time off will be paid out on the last paycheck in June in the fiscal year in which the time was earned.
- C. Employees may not take both overtime and compensatory time in the same work week.

### **3.33 Furloughs**

The District may furlough employees for budgetary reasons. The following guidelines shall apply during furlough periods:

1. employees shall not receive their wages or salary but are permitted to apply

- unused current year compensated absence leave;
- 2. employees are prohibited from working;
- 3. compensated leave shall not accrue during the furlough; and the District shall continue the health benefit program and life and disability insurance at the same level it would if the employees were not on furlough.

### **3.34 Work Spaces**

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, computers, computer networks and other storage spaces in or out of the classroom.

Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items are locked or unlocked.

### **3.35 Work Made for Hire (Intellectual Property)**

Employees are required to make written disclosure to the Superintendent of any intellectual property that is or might be owned by the District at the time when such work is contemplated, in order to establish a clear understanding of intellectual property ownership rights and obligations.

### **3.36 Student Handbook**

The Student Handbook is available on the District's website. Staff are expected to be familiar with the contents.

### **3.37 Workplace Safety**

A. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:

- 1. Location of fire alarms;
- 2. Location of fire extinguishers;
- 3. Evacuation routes; and
- 4. Whom to notify in case of fire

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

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

1. “Injury” means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
2. “Performance of duties” means duties performed within the employee’s authorized scope of employment and performed in the line of duty.

C. Notification of Safety and Health Standards: Wisconsin Statute §101.055 requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.

The District shall not discriminate against or terminate any employee for exercising any right afforded by this section. An employee may file a grievance under the Part I, Section 4 of this *Handbook* and Policy 527 to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. [WIS. STAT. §101.055]; Public Employee Safety and Health, available at <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

D. Bloodborne Pathogens and Communicable Diseases: In accordance with the Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard, 29 CFR 1910.1030 and pursuant to 101.055 Wis. Stats, the District has developed and adopted a Bloodborne Pathogens Exposure Control Plan. This plan can be found on the District website under Staff Resources. The District will conduct bloodborne pathogen training upon hire, annually for all employees, and as needed for employees with specific exposure risk. Per Wis. Stat. sec 145.04 (1)(d) any teacher, principal, or nurse shall report a suspected communicable to disease to the health department. Reportable diseases are defined in Wis. Stat sec 145 appendix A. Per Wis. Stat. sec 145.07(1) a student with a communicable disease may be excluded from school. To prevent confusion, any communicable disease concerns should be first addressed with the District Nurse, unless not otherwise possible.

E. Weapons Prohibition: Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §120.13(1), 948.60, .605, .61.

1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this policy (e.g., law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).
  2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.
  3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the Superintendent. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.
- F. Disaster Preparedness: All employees shall be provided with the District Crisis Response Plan. All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.
- G. Workplace Safety Definition for Grievance Procedure: For purposes of this provision, “workplace safety” includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risk. “Workplace safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

### **3.38 School Safety: See [Board Policies 3139, 4139, and 9150](#)**

All employees shall adhere to District Safety Plan and its procedures and regulations. All staff shall report unsafe conditions or practices to the appropriate supervisor. School safety is an essential element of having a safe working and learning environment for all staff and students.

Employees should know the following:

1. All visitors must enter through the front door
2. All visitors must sign in at the buildings main office
3. All building doors must remain locked with the exception of the doors identified by the facilities coordinator and athletic director for use during events
4. All staff members will adhere to the expectations and procedures outlined in the District Safety Plan

5. Staff members who do not follow these expectations will be subject to progressive discipline in alignment with District Policies 3139, 4139, and 9150
6. Employees shall wear ID badges as stated per Employee Handbook Section 3.09

### **3.39 Text Messaging**

Use of personal communication devices ("PCDs") has become pervasive in the workplace. For purposes of this policy, "personal communication device" includes computers, tablets (e.g., iPads and similar devices), electronic readers ("e-readers"; e.g. Kindles and similar devices), cell phones (e.g., mobile/cellular telephones, smartphones [e.g., BlackBerry, iPhone, Android devices, Windows Mobile devices, etc.], and/or other web-enabled devices of any type. Whether the PCD is Board-owned and assigned to a specific employee, or personally-owned by the employee (regardless of whether the Board pays the employee an allowance for his/her use of the device, the Board reimburses the employee on a per use basis for their business-related use of his/her PCD, or the employee receives no remuneration for his/her use of a personally-owned PCD), the employee is responsible for using the device in a safe and appropriate manner.

### **3.40 Personnel File**

- A. A confidential personnel file is maintained for every active employee of the District. The file is the property of the District and contains essential employee information and documents.
- B. Employees may view the contents of their file by submitting a request to the Superintendent's office. The Superintendent, or designee, will schedule a time for the review of the file. Examination of the file must be done in the presence of the Superintendent, or designee. An employee may review the file no more than twice per year unless the employee is subject to discipline or involuntary termination.
- C. Cost for copies may be assessed to any employee that requests them.

### **3.41 Management Rights**

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions, including the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith.

### **3.42 Work Stoppage**

Employees of the District shall not engage in, condone, assist or support any strike, slowdown, or sanction or withhold in full or in part any services to or of the District.

### **3.43 School Board Functions and Policies**

Notwithstanding any provision of this *Handbook*, the School Board, on behalf of the electors of the District, retains and reserves unto itself all powers, rights, authority, responsibilities, and duties conferred upon and vested in it by the laws and constitutions of the State of Wisconsin and the United States.

### **3.44 Staff Food Service Accounts**

- A. Employees are able to purchase meals (breakfast, lunch and a la carte items) through the School Food Service Department. The District utilizes a computerized meal accounting system. Following are the steps to set up a meal account and purchase meals: Contact the District Office and notify them that you wish to have a meal account set up. Once your account is setup you will be given a PIN (Personal Identification Number) needed for making purchases.
- B. Deposit money into your account via the building office.
- C. To purchase a meal, go through the meal line and select your meal then enter your PIN at the checkout. Your purchase will automatically be posted to your account.
- D. Negative accounts are not allowed. You must keep sufficient funds in your account.
- E. Payroll deductions may be implemented to capture negative balances.

## **Section 4: GRIEVANCE PROCEDURE**

Employees shall use the following procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues. Days, as used in the section of the *Handbook*, means “calendar days”.

### **4.01 General Requirements/Definitions- See [Board Policy 3340, 4340](#)**

- A. An employee may only initiate a grievance regarding employee termination, employee discipline or alleged workplace safety issues.
- B. For purposes of this provision, the term “employee” shall be defined to include regular full-time, part-time, and limited term employees. All other individuals employed by the District, such as casual employees, temporary employees, and short- term substitutes as well as independent contractors, are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.
- C. The term "employee termination" as used in this section, shall not include the following:

1. layoffs;
  2. reduction in workday;
  3. furlough;
  4. reduction in workforce;
  5. job transfer or reassignment;
  6. the end or completion of temporary employment.
- D. The term "employee discipline" means an employment action that results in a disciplinary suspension or disciplinary demotion.
- E. The term "employee discipline", as used in this section, shall not include the following:
1. any written or verbal notices or reminders;
  2. warnings;
  3. reprimands;
  4. or reminders.
- F. The term "workplace safety" includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risk. "Workplace safety" does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

#### **4.02 General Provisions**

- A. **Time Limits:** Employees must file a written grievance within seven (7) days. Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the basis of the District's last answer. The supervisor will reply in writing to the employee within seven (7) days after receipt of the written grievance. Failure of a District representative to meet the time limits specified below shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties. The employer and grievant may mutually agree to waive time limits, in writing. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday or holiday, the time limit is the next day which is not a Saturday, Sunday or holiday. Holidays are defined as being: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- B. **Costs:** Each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees, in investigating, preparing or presenting a grievance. The Hearing Officer shall be compensated at the Hearing Officer's regular rate for the hearing and time spent composing the decision. Compensation for the Hearing Officer will be split evenly between the School District and the party appealing the disciplinary action.
- C. **Waiver of Step:** The employer and grievant may mutually agree, in writing, to w waive any step to facilitate or expedite resolution of the grievance.

#### **4.03 Written Grievance**

##### **The written grievance must contain:**

1. a statement of the pertinent facts surrounding the nature of grievance;
2. the facts upon which the grievance is based;
3. the specific relief being sought.

#### **4.04 Impartial Hearing Officer Selection:**

The School Board authorizes the District Administrator to secure a list of impartial hearing officers to fulfill duties as required by the District's employee grievance procedure. The hearing officer shall be an attorney who is licensed to practice in the State of Wisconsin, but not a member of a firm that represents the District in some other capacity. The hearing officer must be available to hear the case and render a decision in a timely manner. To the extent that the District has compiled a list of two or more potential hearing officers who the District deems qualified to serve as a hearing officer with respect to any pending grievance, the District Administrator or designee will use a rotational system to identify the hearing officer who will be contacted first and asked about his/her availability.-

#### **4.05 Role of Impartial Hearing Officer**

The role of the "Impartial Hearing Officer" will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties' respective arguments. The Hearing Officer will have the authority to administer oaths and issue subpoenas at the request of the parties. At the end of the hearing, the Hearing Officer will issue a decision, verbally and/or in writing indicating the reason(s) for the decision, and decide one of three possible outcomes: 1) Upholding the conclusions of the administration; 2) Denying the conclusions of administration; or 3) Recommending additional investigation prior to final determination. If the Hearing Officer's decision is appealed, only the issues raised in the Hearing may be appealed (issues are not subject to modification in the appeal process).

#### **4.06 Appeal to the School Board:**

The employer or employee may appeal the decision of the Hearing Officer to the Board of Education. The decision of the governing body shall be final and binding upon the parties.

#### **4.07 Process**

- A. Grievances will be processed per the provided timelines.
  - 1. An employee may advance a grievance to the next step if a response is not provided within the designated timeframes.
  - 2. An employee may not file or advance a grievance outside of the designated timeframes.
  - 3. The administrator assigned to the grievance may advance a grievance to the next step at the written request of either the employee or the supervisor.
- B. Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.
- C. Granting the requested or agreed upon remedy resolves the grievance.

### **Section 5: PAYROLL PROCEDURES**

#### **5.01 Pay Periods**

Normal pay dates will be the 15 and the last day of each month, employees are allowed to request payments over 20 or 24 pay cycles per fiscal year. Such requests must be made in writing on an annual basis. If the normal pay date falls on a holiday or weekend, the pay date will be the previous business day.

#### **Pay Calculation**

- A. Employees receiving an individual contract from the District will be paid in equal amounts on each pay period starting with the first pay period after the effective date of the contract to the end of the current fiscal year. Section 109.03(1)(b), Wis Stats.
- B. Employees receiving a *Notice of Work Assignment* that have a regular work schedule and are offered and elect to receive their pay on an annualized (salary) basis will be paid in equal amounts, based on approved number of hours times their approved hourly rate, for the number of remaining pay periods in the fiscal year. Creation of a salary as a basis of payment does not exempt the employee from the Fair Labor Standards Act. The district reserves the right to make adjustments in final pay for absences and / or additional hours as required and / or permitted by law.
- C. Employees receiving a *Notice of Work Assignment* that are not offered or, if

offered, do not elect to be paid on an annualized (salary) basis, shall complete a time record of dates and hours worked as prescribed by the District.

### **5.02 Direct Deposit**

- A. Employees will be paid by direct deposit only. An employee will not receive his/her pay unless a properly executed *Direct Deposit Payroll* form has been received by the payroll office not less than 10 days before the normal pay date, as set forth in the payroll calendar, indicating the proper financial institution routing number and account number to which the deposit is to be made.
- B. It is the employee's responsibility to inform the payroll office of changes in direct deposit not less than 10 days before the change becomes effective.

### **5.03 Payroll Forms**

- A. Employees shall complete all required payroll forms such as time records, payroll information forms, federal and state tax and employment forms and submit to the payroll office in accordance with established procedure.
- B. Failure to submit time records in accordance with the payroll calendar can delay payment. Failure to submit time sheets within 30 days of completion of a work period may result in loss of pay, as permitted by federal and state law.

### **5.04 Mileage and Expense Reimbursements**

- A. Reimbursement for mileage and other expenses will be made only if the expense is approved in advance by the employee's supervising administrator. Reimbursement claim forms must be submitted within 30 days of the occurrence of the expense. Failure to submit claim forms in a timely manner may result in denial or delay in processing of the claim.
- B. Reimbursement for mileage and expenses approved in advance and incurred on approved district business will be included as part of the employee's payroll direct deposit, at the discretion of the District.

### **5.05 Pay While on Worker's Compensation**

- A. An employee off work for a compensable injury for less than 8 work days will receive his/her regular pay for up to 3 consecutive days of the absence. Following the 3 days, the employee will receive his/her worker's compensation payment from the worker's compensation insurance company or take sick leave for the remaining 5 days.

An employee off work for a compensable injury for more than 8 work days will receive his/her compensation from the insurance company for compensable injury absences.

- B. An employee's pay and leave balances will be adjusted according to worker's compensation pay determination and attendance at work.
- C. Eligible FMLA leave will be reduced while an employee is absent due to compensable injury or illness to the extent permitted by law.

## **Section 6: LEAVES of ABSENCE**

### **6.01 General Leave Conditions**

- A. Eligibility for leaves of absence is based on an employee's classification and full-time equivalency (FTE) unless otherwise specified in the employee's individual contract or *Notice of Work Assignment*. General provisions described herein do not create eligibility for a leave contrary to such criteria.
- B. Seasonal, casual and temporary employees are not eligible for leaves of absences. A temporary increase or decrease in an employee's FTE will not result in a change in eligibility or cost sharing.
- C. Requests for a leave of absence shall be submitted for approval to the employee's supervisor not less than two (2) weeks in advance of the beginning of the leave, unless the leave is for sickness or injury, the onset of which does not allow for a two week notice, or a longer period is specified below.

### **6.02 Deemed Resignation**

- A. Any employee who is absent from work for five (5) days or more, for other than an approved leave, shall be deemed to have resigned his/her position and waived any and all rights to further employment by the District.
- B. In the event an employee does not return to work following the expiration of an approved leave, s/he will be deemed to have resigned his/her position and waived any and all rights to further employment by the District.
- C. In the case of a contracted employee (licensed educators and administrators), the District may choose to consider such absence a breach of the individual contract of employment and may enforce the liquidation clause provisions of that contract, reject the deemed resignation and non-renew the contract, or reject the deemed resignation and enforce the terms of the individual contract, thereby preventing the employee from accepting employment in another school district pursuant to Wis. Stats., or any combination of the above. The District's decision will be communicated in writing.
- D. The District reserves the right to exercise discretion in determining "deemed resignation" status.

### **6.03 Holidays**

- A. Eleven and Twelve Month Employees. Employees with a normal work schedule of 1,901 hours or more will be granted 10 paid holidays, as designated by the District, per year. Generally, paid holidays will include January 1, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24, 25 and 31 and one additional day designated by the District each year. Employees hired mid-year, that are eligible for paid holidays, will only be eligible for the remaining scheduled paid holidays.
- B. Ten Months or less Certified and Classified Employees. Certified Employees with a normal work schedule of 1,900 or less hours will receive two holidays, generally Labor Day and Memorial Day. Classified Employees with a work schedule of 1,900 or less hours will received two paid holidays within the school calendar. The employee can choose the two paid holidays at their discretion from the following dates: January 1, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24, 25 and 31 or one additional day designated by the District each year.

### **6.04 Jury Duty**

- A. General Guidelines: Employees must give reasonable advance notice of their intended absence for jury duty. If any employee is dismissed from jury duty on any given day prior to the end of his/her regularly scheduled working hours, he/she shall report to work for the balance of the working day unless alternative arrangements are authorized by his/her supervisor. Employees will provide the district with documentary evidence of jury duty service, including documentation of informing the court of availability during non-school periods.
- B. Compensation: Employees will be compensated their regular wages for each day of jury duty served, up to a maximum of 3 days per year, if scheduled to work, provided that the employee remits all compensation received for such duty (exclusive of travel pay or actual expenses) within three (3) days of receipt thereof and documentation.

### **6.05 Personal Leave**

Personal leave may be used for compelling personal obligations or “once in a lifetime opportunities” which cannot reasonably be conducted outside of the employee's workday in accordance with the guidelines set below.

- Licensed staff are granted 3 personal leave days per year.
- Personal leave shall not be used for outside employment.
- Non-Certified, School Year staff will be granted 3 personal leave days per year.
- Personal leave may be taken in increments of half-day or whole day.

- Personal leave is cumulative to a maximum of 5 days; excess personal leave will be added to the total accumulated sick leave at the end of each school year.
- No personal leave may be taken on in-service or parent-teacher conference days.
- Personal leave may be used on no more than 3 consecutive student contact days. Staff may request additional days of leave beyond 3 consecutive student contact days. Such request may be granted at the discretion of the superintendent who will provide written approval.
- All personal leaves will require prior approval of the supervisor and superintendent. The dates for the leave shall be requested by the employee at least seven (7) working days prior to the expected leave.
- The maximum number of employees allowed personal leave on any given day, if any, shall be no more than five (5) Certified Staff and five (5) Classified Staff district-wide.
- Personal leave requests will be reviewed on a first to sign up basis.
- Exceptions to these guidelines may be granted by the superintendent who will provide written approval.

Staff will be allowed to earn 3 additional personal leave days per school year for attending or completing the following.

- Supervisor approved projects/trainings
- School events beyond duty day that are happening within the building
  - Christmas concerts
  - Family reading and math nights
  - Spring Fling
  - Wellness Night
  - Play supervision
  - On-call supervision that is not compensated for school sanctioned events
- Meetings beyond duty day that are required
  - IEP meetings
  - PLC meetings
  - Training

The District reserves the right to review and change the list of qualifying events at any time. The District also recognizes that this is not a complete list of potential qualifying events. Qualifying events must be approved by the immediate supervising Administrator prior to the event taking place. Hours can be earned in 30 minute increments. Personal leave is cumulative to a maximum of 6 days; excess personal leave will be added to the total accumulated sick leave at the end of each school year. Personal leave requests will follow the guidelines in section 6.05 of the employee handbook.

**6.06 Sick Leave**

A. Sick leave will be provided to employees according to the following schedule:

<b>Employee Type</b>	<b>Sick Leave Allotment</b>
Licensed	9 days
Classified - 12 Month	12 days (prorated for 11 months)
Classified - 10 Month	9 days (prorated for less FTE)

B. Use of Sick Leave Benefit

1. Employees may use sick leave for the following purposes:
  - a. personal illness, injury or serious health condition of the employee;
  - b. illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a disability as set forth in Wisconsin Administrative Code section PI 11.02(23);
  - c. the serious health condition of a spouse, child (including step and foster children) or parent;
  - d. healthcare appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours;  
or
  - e. bereavement for immediate family.
2. When an employee becomes eligible for benefits under the District's long-term disability program the employee will no longer receive sick leave.
3. When possible, employee shall inform his/her supervisor prior to, or within the four (4) hours of his/her normal daily starting time, of his/her need to be absent. The employee may be required, at the Superintendent's, or designee's, discretion, to furnish the District with a certificate of health signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work.
4. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.
5. In the event that a paid holiday falls within a period when a qualifying employee is on an extended leave, using sick days, the absence shall be charged as a paid holiday and not deducted from the employee's sick leave balance.

6. If an employee is out of work for an approved FMLA for a number of days greater than the number of days accumulated, the District will reduce other accrued paid time off prior to docking pay.
7. Sick leave shall be taken in half-day or whole day increments.
8. Exceptions may be made by an immediate supervisor for staff that do not require a substitute to take less than a half day but no less than two hours.

**Payment for Exceeding the Allocation Limit**

Licensed and classified staff reaching the maximum of 90 days will be paid at a rate of:

- Licensed Staff: \$45 for every accumulated sick day up to the maximum of 90 days.
- Classified Staff: \$40 for every accumulated sick day up to the maximum of 90 days.

**Payment upon Employment Separation for Full Time Employees**

Employees that are full time during the school year (1.0 FTE) or meet the 1901 hours requirement and work year round, qualify for Sick Leave Payout if they retire or voluntarily leave the District and have completed 15 years of service to the school district. They shall receive a payout of their accumulated sick days (maximum of 90) if the following conditions are met:

- 15 years of consistent full-time employment.
- Provides notice of resignation within the timeline set by the District.

The payout for sick leave will be paid out as follows:

- Licensed Staff: paid out \$45 for every two accumulated sick days up to the maximum of 90 days.
- Classified Staff: paid out \$40 for every two accumulated sick days up to the maximum of 90 days.

**6.07 Vacation for Classified Employees (11 or 12 months)**

- A. Paid vacation will be provided to year round classified employees that are 0.9 FTE or greater according to the following schedule, prorated for FTE:

Years of Service to SASD	Annual Vacation Day Allocation
-----------------------------	-----------------------------------

Year 1	5 days
Years 2-6	10 days
Years 7-14	15 days
Years 15+	20 days

*"Years of Service" refers to years of service to the Spooner Area School District in a position that is eligible for vacation.*

- B. Vacation allocations to employees will occur two times per year and be based on years of service and the number of hours worked. Exceptions to these guidelines may be granted by the superintendent who will provide written approval. Employees in their first and last year of service earn a pro-rated amount of vacation based upon the number of hours worked. The first year of employment, the allocation will be prorated based on the employee's start date and the expected number of hours worked until the next allocation. For the last year of employment, the allocation will be prorated based on the employee's last day and the number of hours worked since the previous allocation.
- C. Scheduling of Vacation: Employee absence, due to vacation, must be preapproved. Vacation time shall be scheduled and approved in hourly increments and approved at least seven (7) working days prior to taking such leave. No employee may be denied the ability to take his or her accrued vacation during a 12-month period, but the District Administrator and/or his/her designee shall have the right to deny vacation requests based on the needs of the District and approve vacations on a first-come, first-served basis, as necessary to accomplish work objectives.
- D. Vacation Accumulation: Vacation days not used by the end of the twelve month period, i.e. June 30, shall be forfeited with the exception of up to forty hours of vacation that can roll to the next fiscal year. If any employee is unable to complete his/her scheduled vacation due to a call back to work by the District during a vacation period, he/she shall be allowed to reschedule this vacation time, within a reasonable length of time.
- E. Payment Upon Separation from Employment/Transferring to a Position Not Eligible for Vacation: Any employee who separates from his or her employment, or any employee who transfers to a position that is not eligible for vacation, will receive earned and accrued vacation benefits in accordance with the law and District policy.
- F. Vacation Payout- School-Year Employees: School-year employees with accrued vacation as of June 30, 2012 will be grandfathered in for annual vacation payout until termination of employment. No additional vacation will accrue beyond June 30, 2012. Annual vacation payout will be calculated based on the employee's accrued vacation as of June 30, 2012, less 3 days allotted personal leave that replaces said vacation, and shall be paid at the rate of \$40 per day. Generally this payment will be on the final paycheck for said school year.

Accrued vacation hours will be converted to the nearest ½ day. [For example, a 7 hr/day employee with 87.25 hours of accrued vacation as of June 30, 2012 will convert to 9.5 accrued vacation payout days (87.25 hours divided by 7 hours = 12.46 days or 12.5 days. That number will then be reduced by the 3 personal days that will now be allotted annually to replace vacation.) The employee will be paid 9.5 days @ \$40/day or \$380.

#### **6.08 Medical Leave**

- A. A medical leave of absence may be requested on behalf of an employee or another member of the employee's family, on the same basis as provided by the federal or state Family Medical Leave Act.
- B. Requests for unpaid medical leave must be submitted sixty days (60) days prior to the anticipated beginning of the leave, unless the medical circumstance is of such a nature as to preclude the 60 day notice, and must be accompanied by a physician's statement attesting to the medical condition and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed twelve (12) months.
- C. The employee shall be eligible to return to duty from an unpaid medical leave of absence for himself/herself when he/she is physically able provided:
  - 1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
  - 2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict the statement of the District's selected physician shall prevail.
- D. The term of medical leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.
- E. Employees on leave under the federal or state Family Medical Leave Act shall use their accrued sick leave, followed by accrued paid time off, if any, to a combined total of no more than five days, prior to being unpaid, unless provided otherwise in the respective federal or state law.

#### **6.09 Unpaid Personal Leave**

- A. Requests for an unpaid leave of absence must be submitted to the Business Office in the manner specified by the District, at least sixty (60) days prior to the anticipated beginning of the leave, except as provided below. Such application

will be reviewed and submitted to the superintendent for action. Unpaid leave shall be granted or denied in the sole discretion of the District, in conformance with law.

1. The employee must spend down accumulated sick, vacation and personal leave to a combined total of no more than five days.
2. During an approved Unpaid Leave, the employee shall not accrue additional leave days.
3. Benefits during leave: Employer paid benefits are not continued during an unpaid leave, except as required under federal or state law.
4. The employee may continue health insurance during the leave of absence by remitting the full premium or premium equivalent amount to the District, in the manner prescribed by the District. The continuation of health insurance at the employee's expense is contingent upon the health benefit plan allowing such. If the premium/premium equivalent is not received by the first day of absence, the employee's insurance coverage shall be terminated.
5. Employee shall notify the Business Office of his/her intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice, the District may deem the employee to have resigned from his/her position with the District as of the expiration date of the leave.

B. Child Rearing Leave:

1. Requests for an unpaid child rearing leave of absence must be submitted to the Business Office at least sixty (60) days prior to the anticipated beginning of the leave, unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process.
2. Child rearing leave requests must be accompanied by acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work.
3. The maximum length of child rearing unpaid leave shall be aligned to state and federal laws and determined by the district. Shorter leave and/or an early return from the leave shall only be upon approval by the District and with supporting authorization/documentation.
4. The term of child rearing leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

C. Uniformed Services Leave: The School Board shall grant unpaid leave to

employees performing duty, whether voluntary or involuntary, in a uniformed service in accordance with federal and state law.

D. Sabbatical: Licensed staff may be granted sabbatical leave provided the following criteria apply:

- The employee is in good standing with the district.
- There is a continuous licensed substitute professional available.
- The focus of the sabbatical is aligned to the role and responsibilities of the employee and will benefit the District.
- There is no additional cost to the district.
- The licensed staff member must have taught within the District for at least six (6) years.
- The request for sabbatical leave is made by the licensed staff member prior to January 30 and the District responds by March 30.
- During the sabbatical, the staff member will provide the superintendent with a written statement of “Intent to Return” on or before January 30. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave.

E. Other: Request for an unpaid leave of absence for other than medical or child rearing purposes shall be submitted to the Superintendent’s Office not less than sixty (60) days prior to the anticipated beginning of the leave. Approval of the leave and its duration is at the sole discretion of the District and may be reviewed by the Board of Education.

### **6.10 Bereavement Leave**

Bereavement leave, up to 3 days per year, may be used for bereavement of immediate family. Immediate family is defined as employee’s or employee’s spouse’s/domestic partner’s:

- A. Parent;
- B. Spouse/Domestic Partner;
- C. Child;
- D. Sibling;
- E. Grandchild;
- F. Grandparent; and
- G. Aunt/Uncle;
- H. Niece/Nephew
- I. Requests beyond immediate family may be made to the superintendent for approval on an individual basis.

### **6.11 Return from Leave**

Upon return from an approved leave of absence, the employee will be returned to his or her former position, or equivalent. If the former position is not available, as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

## **Section 7: EMPLOYER PAID BENEFITS**

### **7.01 General Provisions**

- A. Eligibility for employer paid benefits is determined by federal and state laws and calculated based on an employee's classification and full-time equivalent (FTE) status, unless otherwise specified in the employee's individual contract or *Notice of Work Assignment*. General provisions described herein do not create eligibility for a benefit contrary to such criteria.
- B. Seasonal, casual and temporary employees do not receive employer paid benefits. A temporary increase or decrease in an employee's FTE will not result in a change in eligibility.
- C. In accordance with federal and state laws, hourly employees are required to monitor and maintain the hours they are approved to work. Exceeding those hours is a violation of the work agreement. Hourly employees working beyond the approved hours can be subjected to disciplinary action.
- D. Student workers do not pay social security or Medicare taxes while engaged in a work study or cooperative work program related to their instructional program with the District. Student work assignments expire at the end of the assignment or end of term in which the employee is no longer a student in the District whichever is earlier.

### **7.02 Flexible Spending Account**

An Internal Revenue Service qualified flexible spending account (FSA) that permits eligible employees to reduce their salary and set aside amounts to cover eligible medical and dependent care expenses on a tax favored basis will be offered to employees. All eligible employees are automatically enrolled in the insurance premium provision of the FSA, consistent with applicable law. Employees are eligible if they work full-time, as defined by the Affordable Care Act.

### **7.03 Tax Sheltered Annuity Program**

- A. An Internal Revenue Service qualified tax sheltered annuity (TSA) program will be offered to eligible employees who desire to execute a salary reduction agreement for contribution to a qualified TSA. Eligibility is determined by the TSA Plan Document and Adoption Agreement.
- B. The District will determine vendors from which the employee may choose to

make contributions. Employees may modify their contributions as allowed by the TSA Plan Document and Adoption Agreement.

#### **7.04 Employee Assistance Program**

The District, in its discretion, may offer an employee assistance program at no cost to employees eligible for long-term disability. The vendor and benefits shall be selected by the District.

#### **7.05 Health Benefit Program**

- A. Eligibility for health insurance coverage will be determined in accordance with applicable laws, regulations, and guidance documents.
  - 1. In general, employees whose assignments are less than 30 hours per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
  - 2. Employees eligible for the health benefit program will be provided benefits in accordance with this section based on the state and federal guidelines..
- B. Employees married to each other may be enrolled in either two single plans, a single plan or one family plan.

#### **7.06 Life Insurance**

- A. The District will offer group term life insurance through Employee Trust Funds in an amount of the employee's yearly salary to eligible employees. The District will pay 20% of the employee basic premium as outlined by ETF for local employers. The District may offer other voluntary life insurance payable 100% by the eligible employee.
- B. Employees are eligible to purchase life insurance if they have a consistent work schedule of 600 hours or greater per year and are employed in a category other than,
  - 1. Pre-school teachers
  - 2. Limited term employees
  - 3. Seasonal, casual and temporary employees
- C. Employees eligible for life insurance may elect coverage for their spouse and other dependents, as permitted by the life insurance carrier, at their own cost.
- D. The life insurance is available to employees after 6 months of consistent employment.

#### **7.07 Long-term Disability**

- A. The District will provide long-term disability insurance for eligible employees with a consistent work schedule of six-hundred (600) hours or more per fiscal year. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.
- B. Eligibility will be the same as for life insurance.
- C. The disability insurance policy will pay 66 2/3% of the employee's regular wage while on disability, after a sixty (60) calendar day waiting period. Regular wages do not include extra or overtime, compensation for added responsibilities, strategic compensation that is not part of the employee's regular salary, or bonus pay.
- D. Employees on disability will be continued on the District's health benefit program on the same basis as enrolled immediately prior to the disability for a maximum of twenty-four (24) months.
- E. Employees that return to work from disability in twenty-four (24) months or less may be returned to his/her former position, if available. If the former position is not available, as determined by the District, the employee will be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable.
- F. Employee eligibility to return to work after twenty-four (24) months of disability will be determined by the District.

**7.08 Wisconsin Retirement System (WRS) Contribution**

- A. Employees will be enrolled in the Wisconsin Retirement System (WRS) in accordance with provisions and rules of the WRS. The District will withhold the employee's required contribution from the employee's pay on a pre-tax basis.
- B. Employees receiving an annuity from the WRS shall complete ETF Form ET-2319, REHIRED ANNUITANT ELECTION and submit to the payroll office prior to receiving their first pay check from the District.
- C. The District will pay the required employer's contribution as determined by the WRS.
- D. Employees receiving a pension from the Wisconsin Retirement System that complete WRS Form ET-2319, Rehired Annuitant Election, may be eligible to enter into an agreement to designate a portion of their compensation to a non-elective tax sheltered annuity.

**7.09 Voluntary Benefits**

The District, in its sole discretion, may offer various voluntary benefit programs to

employees. If offered, the cost of the voluntary benefit will be fully paid by participating individuals through payroll deductions.

## **Section 8: CONTRACTS, DISCIPLINE and NON-RENEWAL**

### **8.01 Contracts**

- A. Licensed educators and administrators will be issued contracts of employment as required by Wis. Stats. The contract shall specify the employee's compensation as well as other terms and conditions of employment. Provisions of the contract that are in conflict with provision of this *Handbook* shall have precedence over the *Handbook*.
- B. A licensed educator that resigns his / her contract shall be deemed to have also resigned from all additional assignments currently being performed or issued for future performance.

### **8.02 Non-renewal**

- A. Full-time teachers and administrators employed in the District are subject to nonrenewal as prescribed in Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of Wis. Stats. and is not covered by the grievance procedure of this *Handbook*.
- B. If the District reduces a position from full-time, nonrenewal proceedings in compliance with Wis. Stats. will be followed.
- C. If non-renewal results in a new contract for part-time employment, the employee will be treated as a part-time employee for eligibility for benefits, however the employee's sick leave days accumulated prior to the reduction in hours will not be reduced.
- D. A non-renewed employee may be considered for re-employment if positions become available.

### **8.03 Employee Resignation**

- A. The contract for licensed employees, which is part thereof, shall be considered binding on both parties. If for any reason a licensed employee asks for release from the contract, it is understood that the following conditions for release shall apply:
  - 1. The licensed employees must give the District notice that they intend on severing their contract with the District. Whenever possible, the licensed employees must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.

2. The licensed employees shall submit cash/check for the liquidated damages amount at the time of resignation as follows:
  - a. *Five hundred dollars (\$500.00) if the employee's resignation is board approved after June 16 but before July 16.*
  - b. *Seven hundred and fifty dollars (\$750.00) if the employee's resignation is board approved on July 16 but before August 16.*
  - c. *One thousand dollars (\$1,000.00) if the employee's resignation is board approved on or after August 16.*

B. The Board in its discretion may waive the liquidated damages for the following reasons:

1. Employment transfer of spouse;
2. Illness of employee;
3. Other reasons as determined by the School Board.

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

- C. If a Certified Staff Member notifies the District of their intention to resign/retire before April 1 for the subsequent contract year, they will receive a stipend payment of \$500.00 paid to the teacher by the District. By submitting an early resignation/retirement on or before April 1, they will not be eligible for re-employment by the District for the following school year except as a substitute.
- D. If a Certified Staff Member notifies the District of their intention to retire by January 31, they will be eligible to retain their insurance through August 31.
- E. Any licensed employee under contract involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.

In the event the licensed employee under contract breaches a contract by termination of services during the term, the Board may, at its option, demand to recover from the employee such amount of liquidated damages as set forth above; provided, however, that this expressed intent to liquidate the uncertain damages and harm to the District is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the employee. The Board is not precluded from refusing to accept the resignation.

## **Section 9: PROVISIONS APPLICABLE ONLY for LICENSED EDUCATORS**

### **9.01 Covered Employees**

Employees required to have a contract under §118.21, Wis. Stats. are covered by the provisions of this section of this *Handbook*.

## **9.02 Tutoring**

Licensed staff shall not tutor, for compensation (other than compensation from the District), any student currently enrolled in the staff member's class. No tutoring, for which a licensed educator member receives a fee, shall be performed during the staff member's work day nor on District property.

## **9.03 Hours of Work**

Licensed staff are responsible for completion of their professional duties as set forth by the District, whether such duties are performed at the employer's work site or elsewhere. Specific work schedules, including hours and days of work and duties and responsibilities, will be established by the employee's supervisor, within these guidelines:

- A. The starting and ending times for all employees are determined by the employee's supervising administrator. All Certified employees working 40 hours per week shall have a duty-free break for 30 minutes.
  - SES- 7:30 a.m. – 3:30 p.m.
  - SMS 7:45 a.m. – 3:45 p.m.
  - SHS 7:30 a.m. – 3:30 p.m.  
7:45 a.m. – 3:45 p.m.  
As determined by the building supervision schedule for SHS.
- B. From time-to-time, staff may be required to adjust their normal teaching day/work day for meetings or other professional responsibilities and activities. Supervisors will strive to give as much advance notice as possible of any schedule adjustments when staff attendance is required.
- C. Licensed staff may be given additional assignments during the work day to meet needs of the school or school district (e.g. participation at an IEP meeting, performing an assigned duty). Such assignments will be without additional pay.
- D. Employees will attend before and after school meetings and participate in professional growth opportunities as assigned.
- E. Notwithstanding the above, licensed staff that do not provide instruction may work a flexible schedule outside established student contact time when doing so does not interfere with their professional obligations and approved by the supervisor.

## **9.04 Work Assignments for Licensed Staff**

- A. Assignments of work will be made by District.
- B. Licensed staff required to travel between schools will be given consideration to the time required for such travel, including preparation and settling.
- C. Licensed staff, as part of their professional responsibility, shall actively seek out, participate and apply professional development each year.
- D. Licensed staff, as part of their professional responsibility, shall actively take on leadership roles each year to support the District.
- E. Licensed staff will provide evidence of research based and high quality assessment of student learning.
- F. The amount of instructional time students receive from licensed educators will be determined by the District.

**9.05 Retirement Benefit**

- A. Individual employees that are licensed and hold teacher contracts, with 20 years of service to the school district may qualify for a retirement benefit.

For those individuals with 20 years of experience as of June 2015, the District will provide retirement benefits based on a percentage of the their 2012-2013 salary, paid out over a period of 7 years, with 10% of the 2012-2013 salary paid out each of the first 4 years and 20% of the 2012-2013 salary paid out each of the last 3 years, provided that the contracted licensed employee:

- qualify for retirement and have vested under the terms of the Wisconsin Retirement System;
- provide notice of severance of employment due to retirement by no later than January 31 of the year that you plan to retire;
- have a minimum of 20 years of full time service with the District, as of June 2015;
- have followed all required timelines and notice requirements provided in the Employee Handbook.

No additional credit for years of service will be provided beyond the years of service the employees have completed as of June 2015. Also, because the District is offering this retirement benefit above and beyond any legal requirements, the District reserves its right to change this benefit at any time.

- B. The retirement benefit shall be calculated and paid as follows:

Total Years of Service to the Spooner Area School District:

- 20 – 24.99 75% of regular salary
- 25 – 29.99 100% of regular salary

30+ – 125% of regular salary

**Section 10: SAVINGS CLAUSE**

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

**Schedule A - Employer Paid Benefit Amounts**

**A.1. Health Benefit Rates**

The District’s health benefit program includes offering insurance for medical, vision, and dental insurance. The medical insurance benefit includes a prescription drug plan. The district reserves the right the change the benefits or its contribution. The District will pay 87.4% of the health insurance premium for eligible employees and eligible employees will pay a minimum of 12.6 % of the premium for health insurance. The District will pay 88% of the dental insurance premium for eligible employees and eligible employees will pay 12% of the premium. Vision insurance can be purchased at 100% of the premium payable by the eligible employee.

**A.2. Cash in Lieu**

For staff that choose not to take the district insurance, there will be an annual \$5,500 cash in lieu of reimbursement given. This reimbursement will come in the form of a payroll benefit, paid twice monthly, following the payroll schedule.

**A.3. Government Benefit Rates**

The following rates, effective January 1, 2017, are established by the respective government, federal or state. These rates represent the amount the District will pay on behalf of employees. The District is required by law to withhold from employees a matching amount.

Federal Insurance Contribution Tax	7.65%
Wisconsin Retirement System	6.8%

**A.4. Other Benefit Rates**

The following rates are believed to be accurate, however, renewal rates are negotiated annually and are subject to change.

- A. Long-term disability insurance \$ .0054
- B. Employee life insurance – district pays 20% of the following rates for employees that enroll in the group life insurance program. Rates are stated as the cost per

\$1,000 of covered amount.

- |                     |      |
|---------------------|------|
| 1. Less than age 40 | .195 |
| 2. Age 40 and over  | .446 |

- C. Short-term disability insurance – employees may elect to enroll in a short-term disability program at their own cost. The cost is based on the amount of weekly benefit elected.

### **Schedule B – Compensation**

#### **B.1. Pay Rates for Licensed Staff**

- A. The base wage for licensed staff with contracts is \$39,311 representing a starting salary minimum and is set forth in Appendix B. The starting salary for an employee new to the District shall be a matter of agreement between the applicant and the Board of Education based on the candidate's level of education, background, training, work experience, and other qualifications.
- B. Certified Staff anticipating a move on the salary schedule must complete a Lane Move on Salary Schedule form on or before May 15 in order to receive the salary update for the next school year.
- The forms are available on the District Website under Staff Resources- Forms and Tutorials
  - Credits to be applied must be validated by transcript by the District Office by June 30
  - Credits matriculated after July 1 will be effective for the following fiscal years' contract cycle
  - Credits will only be accepted on a semester basis
  - For courses outside a teachers major/minor field, prior approval of credit for advancement must be obtained from the District Administrator
- C. Additional compensation rates for licensed staff:
1. Teaching an additional assignment (formerly called overload) at the secondary level will be based on guidelines per letter C below and based on course/number of students and student schedule.
  2. Itinerant direct instruction of students - \$20.73 per hour
  3. Participation in assigned professional learning - \$150.00 per day or the ability to use the hours of participation towards the earning of personal days, up to 3 per school year.
  4. Rate for extended/leadership assignments directly related to instructional

activities – hourly rate of \$25.00.

5. 9-12 writing new course curriculum - \$700 per course
6. Leadership of peer professional development - \$100.00 for preparation, for every two hours of presentation

D. Pay rates for classified staff and extra duties assignments are established by the District each year and noted in Section B.2., B.3, and B.4.

## APPENDIX B

### SPOONER AREA SCHOOL DISTRICT

Step	B	B+10	B+20	B+30	M	M+10	M+20	M+30	M+40
1	40,022	40,710	41,394	42,080	42,765	43,454	44,143	44,829	45,517
2									
3	43,599	44,341	45,086	45,829	46,576	47,319	48,060	48,801	49,546
4									
5	47,172	47,975	48,775	49,580	50,379	51,181	51,983	52,773	53,577
6									
7	50,749	51,607	52,468	53,325	54,186	55,047	55,904	56,749	57,609
8									
9	54,329	55,245	56,161	57,075	57,991	58,909	59,826	60,721	61,640
10	56,117	57,062	58,007	58,949	59,900	60,837	61,786	62,704	63,654
11	57,907	58,877	59,855	60,827	61,798	62,771	63,744	64,694	65,671
12	59,698	60,694	61,703	62,697	63,696	64,702	65,704	66,677	67,682
13	61,487	62,512	63,550	64,566	65,597	66,630	67,662	68,666	69,676
14	63,276	64,328	65,396	66,442	67,501	68,564	69,620	70,658	71,667

### Credit for years of service

The District will grant up to 5 years of service for incoming certified staff members, however, the District also recognizes that certain positions can be difficult to fill and that the Board retains the right to grant additional step or lanes, if necessary

**B.2. Pay Rates for Classified Staff**

TITLE	YR1	YR2	YR3	YR5	YR10	YR15	YR20	YR25
NON-INSTRUCTIONAL	13.30	14.96	16.62	16.83	16.98	17.35	17.64	18.18
FOOD SERVICE	14.61	16.44	18.26	18.47	18.60	18.96	19.24	19.78
SECRETARY, SCHOOL OFFICE 11 MO	15.47	17.41	19.34	19.54	19.70	20.03	20.32	20.86
SECRETARY, SCHOOL OFFICE 9 MO	14.28	16.06	17.84	18.05	18.18	18.53	18.81	19.36
SPECIAL EDUCATION TEACHER'S AIDE	14.63	16.47	18.29	18.50	18.64	18.99	19.27	19.82
INSTRUCTIONAL SUPPORT SPECIALIST	15.21	17.04	18.87	19.08	19.21	19.57	19.85	20.39
TEACHER'S AIDE	13.71	15.43	17.15	17.35	17.50	17.88	18.16	18.70
CUSTODIAN DAY	16.19	18.21	20.23	20.44	20.55	20.86	21.14	21.68
CUSTODIAN NIGHT	16.62	18.70	20.78	20.98	21.09	21.40	21.68	22.23
BOOKKEEPER	negotiated							
COMPUTER TECHNICIAN	negotiated							
SECRETARY, DISTRICT OFFICE	negotiated							

**B.3. Committee Membership Reimbursement**

<b>Level 1 (\$450)</b>	Board Directed Committees, more than 35+ hours of work (Compensation)
<b>Level 2 (\$300)</b>	Building Directed Committees, 20+ hours of work (Safety, PBIS)
<b>Level 3 (\$200)</b>	Building Directed Committee, 10-20 hours of work (, Wellness, Family Engagement, Calendar, Employee Handbook, Rails Recognition)

**B.4. Extra Compensation for Added Responsibilities (ECAR)**

A. Guide for estimating compensation for licensed staff with additional leadership

<b>Level 1 (\$650)</b>	Approximately 35-45 hours of work outside the normal contract day.
<b>Level 2 (\$400)</b>	Approximately 20-25 hours of work outside the normal contract day.
<b>Level 3 (\$250)</b>	Approximately 10-15 hours of work outside the normal contract day.

B. Co-Curricular Stipends

<b>Athletics</b>	
Baseball, Head	\$2,623
Baseball, Assist	\$1,967
Baseball, Freshman	\$1,574
Basketball, Head (B or G)	\$3,556
Basketball, Assist (B or G)	\$2,667
Basketball, Freshman (B or G)	\$2,134
Basketball - MS (B or G, 2 for each)	\$1,200
Cross Country -HS	\$2,230
Cross Country - MS	\$ 803
Football, Head	\$3,556
Football, Assist	\$2,667
Football, JV (2)	\$2,667
Football, Freshman (2)	\$2,134
Football – MS (2)	\$1,000
Golf, Head (B or G)	\$1,845
Hockey, Head	\$3,556
Hockey, Assist	\$2,667
Soccer, Head (B or G)	\$2,623
Soccer, Assist (B or G)	\$1,967
Softball, Head	\$2,623
Softball, Assist	\$1,967
Track, Head	\$3,278
Track, Assist (3)	\$1,967
Track, MS (2)	\$ 726
Volleyball, Head	\$2,623
Volleyball, Assist	\$1,967
Volleyball, Freshman	\$1,574
Volleyball – MS (2)	\$ 945
Weight Room Supervisor	\$1,149
Wrestling, Head	\$3,556
Wrestling, Assist	\$2,667
Wrestling – MS (2)	\$1,013

<b>Academics, Arts, Other</b>	
DI Advisor - ES and MS	\$ 847
School Paper –ES, MS and HS	\$ 501
Class Advisor – Senior (2)	\$ 334
Class Advisor – Junior (2)	\$ 334
Class Advisor – Soph. (2)	\$ 167
Class Advisor – Freshman (2)	\$ 167
Performance - Drama Advisor - ES	\$ 501
Performance - Drama Advisor - MS	\$ 501
Public Production - Drama - HS	\$1,784
Public Perf - Musical Advisor - Drama	\$3,344 (yr of production)
Public Perf - Musical Advisor - Vocal	\$2,230 (yr of production)
Public Perf - Musical Advisor - Instrum.	\$2,230 (yr of production)
Music – Pep Band and Parades - HS	\$ TBD
Music – Band Competition - HS	\$ TBD
Music – Summer Band	\$ TBD
Music - HS Vocal/Competition	\$1,142
Music - MS Vocal/Competition	\$ 646
Music - MS Band/Competition	\$ 646
Music – ES	\$ 491
Forensics Advisor - HS	\$1,639
Asst. Forensics Advisor - HS	\$ 981
Forensics Advisor - MS	\$1,110
Student Council – HS and MS	\$ 557
National Honor Society - HS	\$ 557
Safety Coordinator- District	\$2,500
Internal PBIS Coordinator Tier 1- ES, MS,HS	\$ 750
Internal PBIS Coordinator Tier 2- ES, MS,HS	\$ 750
Leadership Team- ES (8 positions)	\$ 669
Leadership Team- MS (8 positions)	\$ 669
Leadership Team- HS (8 positions)	\$ 669
Skyward Support Specialist- Gen. Educ.	\$1,200
Skyward Support Specialist- SPED	\$1,200
District Newsletter Coordinator	\$2,500

# Stipends for Athletic Event Workers

Sport	Position	JV/V Rate	C Rate	MS Rate	Sport	Position	Rate
Volleyball	Supervisor	C	-	C	Soccer	Supervisor	B
	Ticket Sales	B or C	-	-		Scorekeeper	B
	Timer/Clock	C	A	C	Hockey	Supervisor	B
	Scorekeeper	C	A	C	Baseball	Scorekeeper	B
Football	Supervisor	C	-	-		Pitch Count	B
	Ticket Sales	B or C	-	-	Softball	Scorekeeper	B
	Timer/Clock	B	B	C	Track	All workers	B or C
	Chain Gang	B	-	-	Cross Country	All workers	B
	Announcer	B	-	-		Pay Scale A \$32.87 B \$42.26 C \$61.05 *D \$93.93 *Pay scale code D may only be used for an all-day commitment, i.e., athletic tournament	
Wrestling	Supervisor	B	-	C			
	Ticket Sales	B or C	-	-			
	Timer/Clock	B	-	C			
	Scorekeeper	B	-	C			
Basketball	Supervisor	C	-	B			
	Ticket Sales	B or C	-	-			
	Scoreboard	C	A	C			
	Books	C	A	C			
	Stats	B	-	-			

Hourly Employees of the District have a Notice of Work Agreement (NOWA) stating the limit of the number of hours they can work. Hourly Employees that wish to work extra hours or assignments, beyond the NOWA, must have pre-approval from the Business Office.

## **Employment Resources**

### **Employee Protections Against Use of Honesty Testing Devices**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_10861\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10861_p.pdf)

### **Employee Rights and Responsibilities**

#### **Under the Family and Medical Leave Act**

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

#### **Employee Rights Under the Fair Labor Standards Act**

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

#### **Employee Rights under Wisconsin's Business Closing/Mass Layoff Notification Law**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9006\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_p.pdf)

Spanish [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9006\\_s\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_s_p.pdf)

#### **Federal Fair Labor Standards Act**

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

#### **Hazardous Chemicals in the Workplace?**

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

#### **Hours and Times of Day Minors May Work in Wisconsin**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9212\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_p.pdf)

Spanish [https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9212\\_s\\_p.pdf](https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_s_p.pdf)

#### **Notice to Employees About Applying for Wisconsin Unemployment Benefits**

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

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

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

#### **Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9116\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9116_p.pdf)

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

##### **Plan**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_11054\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf)

#### **Occupational Injuries and Illnesses Summary**

English

[http://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=113](http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=113)

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#### **OSHA Job Safety and Health**

English <http://www.osha.gov/Publications/osha3165.pdf>

Spanish <http://www.osha.gov/Publications/osha3167.pdf>

**Public Employee Safety and Health**

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

**Retaliation Protection for Health Care Workers**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_12210\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_12210_p.pdf)

**U.S. DEPARTMENT OF LABOR WORKPLACE POSTER REQUIREMENTS FOR  
SMALL BUSINESSES AND OTHER EMPLOYERS**

<http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>

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

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

English [http://www.dol.gov/vets/programs/userra/USERRA\\_Private.pdf#Non-Federal](http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf#Non-Federal)

**Your Rights Under USERRA**

**The Uniformed Services Employment and Reemployment Rights Act**

English [http://www.dol.gov/vets/programs/userra/userra\\_private.pdf](http://www.dol.gov/vets/programs/userra/userra_private.pdf)

**Wisconsin Fair Employment Law**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_4531\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_p.pdf)

Spanish [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_4531\\_s\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_s_p.pdf)

**Wisconsin Family and Medical Leave Act**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_7983\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf)

Spanish [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_7983\\_s\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_s_p.pdf)

**Wisconsin Minimum Wage Rates**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9247\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf)

Spanish [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9247\\_s\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf)

## School District Notice of Privacy Practices -Required Notification

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THIS NOTICE IS BEING SENT TO YOU AS REQUIRED BY FEDERAL  
REGULATION.

IT DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED  
AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

**PLEASE REVIEW IT CAREFULLY.**

### **THE DISTRICT'S LEGAL DUTIES**

The District is required by law to safeguard the privacy of your protected health information. The District is also required to give you this Notice about our legal duties and privacy practices relating to protected health information. Protected health information is any individually identifiable health information relating to your past, present or future physical or mental health or condition; the provision of health care services to you; or the payment of past, present, or future health services to you, whether that information is written, electronic, oral, or recorded in another medium. The information may be created or received by entities such as health care providers, health plans, or employers.

The District is required to abide by the terms of this Notice currently in effect. The District reserves the right to change our privacy practices and the terms of this Notice for all protected health information the District maintains even if the information was created or received before issuing the revised Notice. If a material revision is made, the District will distribute a copy of the revised Notice.

This Notice takes effect on July 1, 2012 and remains in effect until the District replaces it. You may request a copy of this Notice at any time or you may view it on the District's website at [www.spooner.k12.wi.us](http://www.spooner.k12.wi.us). For more information about our privacy practices, or for additional copies of this Notice, please contact the individual designated at the end of this Notice.

### **USES AND DISCLOSURES**

The District may use and disclose your health information for the following purposes:

**Treatment:** The District may use and disclose your protected health information to provide, coordinate, or manage your health care and any related services with a physician or other health care provider. For example, the District may disclose to a treating neurologist the name of your treating general physician so that the neurologist may request medical records from the treating general physician.

**Payment:** The District may use and disclose your protected health information to determine and to fulfill coverage responsibilities and to provide benefits under the

District's health plan. The District may also use and disclose your protected health information to obtain or provide reimbursement for benefits provided. For example, a third-party administrator may send you a detailed bill or explanation of benefits form, which may include information that identifies you, your diagnosis, and the procedures that you received.

**Healthcare Operations:** The District may use and disclose your protected health information for certain administrative, financial, legal, and quality improvement activities necessary to run our business and to support the core functions of treatment and payment. For example, such activities could include, but are not limited to, underwriting and other activities relating to the creation, renewal, or replacement of a contract for health benefits. Such activities also include sharing your protected health information with third party "business associates" that perform various activities for us.

**Family and Representatives:** The District must disclose your protected health information to you, as described in the Individual Rights section of this Notice. The District may disclose your health information to a family member, friend or other personal representative formally designated by you or by law to the extent necessary for the proper provision or payment of healthcare.

**Persons Involved in Your Care:** The District may use or disclose protected health information to notify, or assist in the notification of (including identifying or locating) a family member, a personal representative of the individual, or another person responsible for the care of the individual of the individual's location, general condition, or death. If you are present, you will have the opportunity to object to such use or disclosure of your protected health information. If you are not present, or the opportunity to agree or object cannot be provided due to incapacity or emergency, the District, in the exercise of professional judgment, may determine whether the disclosure is in your best interest. The District may use professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to act on your behalf to receive protected health information.

**Business Associates:** The District may disclose protected health information to business associates that perform services on behalf of the District. To protect the privacy of your health information, the District will contractually require business associates to maintain appropriate safeguards to protect your protected health information.

**Abuse or Neglect:** The District may disclose protected health information about an individual whom we reasonably believe to be a victim of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect, or domestic violence.

**Health Oversight Activities:** With certain exceptions, the District may disclose your protected health information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal

proceedings or actions; or other activities necessary for appropriate oversight of specified programs.

**Public Health Activities and Related Purposes:** The District may disclose your protected health information to public health authorities authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions. In addition, the District may disclose protected health information to a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect. The District may also disclose your protected health information to a person subject to the jurisdiction of the Food and Drug Administration (FDA) with respect to an FDA-regulated product or activity for which that person has certain responsibilities.

**Required by Law:** The District may use or disclose protected health information to the extent that federal, state or local law requires such use or disclosure and the use or disclosure complies with, and is limited to, the relevant requirements of such law.

**Judicial and Administrative Proceedings:** The District may disclose protected health information in the course of any judicial or administrative proceeding: 1) in response to an order of a court or administrative tribunal, or 2) in response to a subpoena, discovery request, or other lawful process.

**Law Enforcement Purposes:** The District may disclose your protected health information to assist law enforcement officials in the performance of their law enforcement duties and as required or permitted by law.

**Workers' Compensation:** The District may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs that provide benefits for work-related injuries or illness without regard to fault.

**Health and Safety:** The District may, consistent with applicable law and standards of ethical conduct, use or disclose protected health information, if we, in good faith, believe the use or disclosure will avert a serious threat to health or safety of a person or the public.

**Plan Sponsor:** The District may disclose your protected health information to District Officials as needed to fulfill our administrative responsibilities relating to the District's Health Care Plan.

**National Security:** The District may use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission, if the appropriate military authority has published by notice the appropriate information. The District may also disclose, to authorized federal officials, health information required for lawful intelligence, counterintelligence, and other national

security activities. The District may disclose to a correctional institution or law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual upon a showing of necessity.

## **INDIVIDUAL RIGHTS**

**Access:** You have a right to inspect and obtain a copy of protected health information about you, with exceptions, for so long as the District maintains the information. Requests for access must be made in writing and sent to the contact person at the end of this Notice. Requests for copies must be made in writing and sent to the contact person listed at the end of this Notice. You may request the information in a format other than hard copies and the District will comply with your request if practicable. You will be charged a reasonable cost-based fee for expenses such as copies, labor, postage, and preparation fees for a summary of the health information if you request one. The District may deny requests in certain cases. You have a right to request a review of certain denials of access.

**Restriction:** You have the right to request additional restrictions on the use and disclosure of your protected health information. Any such request must be made in writing and must state the specific restriction requested and to whom that restriction would apply. The District is not required to agree, but if it does, the District will not use or disclose, except in certain emergencies, protected health information in violation of the restriction.

**Confidential Communications:** You have the right to request that the District communicate with you regarding your protected health information by alternative means or at alternative locations. Your request must be in writing and must specify an alternative address or other method of contact. The District will accommodate reasonable written requests if you clearly state that the disclosure of all or part of your protected health information could endanger you.

**Amendment:** You have the right to request that the District amend your protected health information, if that information is in error. Your request must be in writing state the reason for your request. If your request is denied, you have a right to submit a written statement disagreeing with the denial. The District has the right to issue a rebuttal to your statement, in which case, a copy will be provided to you.

**Accounting:** You have a right to receive an accounting of disclosures of your protected health information made by the District or our business associates for purposes other than treatment, payment or health care operations and certain other activities. The District will provide the first accounting to you in any 12-month period without charge. If you request an accounting more than once in a 12-month period, the District may charge you a reasonable cost-based fee. If the District will charge a fee, it will notify you in advance and provide you an opportunity to withdraw or modify your request for a subsequent accounting in order to avoid or reduce the fee.

**Authorization:** The Plan will obtain your written authorization for uses or disclosures that are not identified by this Notice. Subject to certain limitations, you may revoke any authorization in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

**Electronic Notice:** If you receive this Notice electronically, you may still obtain a paper copy upon request to the contact person listed at the end of this Notice.