

Employee Handbook

2026-2027

Teachers, Support Staff, Supervisory Staff, Administrators

Bangor School District

700 10th Avenue South, Bangor, WI 54614

www.bangor.k12.wi.us

Employee Acknowledgment

(To be signed and returned to the district office.)

I hereby acknowledge that it is my responsibility to access the **Bangor 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 the “District Board Policies”. The *Employee Handbook* and the Board Policies can be located on the District’s website at www.bangor.k12.wi.us. 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 unless specifically addressed for those employees covered by Part II, Part III or Part IV. 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. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. 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

Signature

Date

(Supervisors are to maintain this page in the employee’s personnel file. After the employee ceases employment with the District, the District will maintain this record pursuant to its records retention schedule, or if none, for a period of no less than 7 years.)

Edited by:

Robert Butler, WASB Associate Executive Director and Staff Counsel
Barry Forbes, WASB Associate Executive Director and Staff Counsel
Ben Richter, WASB Staff Counsel
Kara Conley, WASB Staff Counsel
Scott Mikesch, Legal and Policy Services Counsel
Dan Mallin, Legal and Policy Services Counsel
Teresa Kimball, WASB Search Services Coordinator and Policy Assistant

Contact Information:

WISCONSIN ASSOCIATION OF SCHOOL BOARDS, INC.
122 W. Washington Avenue, Suite 400
Madison, WI 53703
608-257-2622 or 833-320-5333 (toll-free)
WASB.org

District Emergency Procedures

Should inclement weather or other emergency situation(s) require the District to close school(s) the following procedures shall be followed:

The School will utilize JMC Messaging that will notify all staff and parents by phone, email, and text message of school closures.

Local television and radio stations will also be notified by 6:00 a.m. or as soon as practicable. Please check the following if you do not receive a phone call or an email.

Television: Channels WKBT (8) WXOW (19) WEAU (13) Fox (25/48)

Radio Stations:

Call Letters and numbers: WKTY (580 AM) Z93 (93 FM) WCOW (97 FM)
WLXR (105 FM) WIZM (1410 AM)

Security

In case of an emergency call: David Brokopp 608-486-5202 (Office) or 608-486-2331 (District)

Pupil Non-Discrimination Statement & Complaint Procedure

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

The procedure for filing a discrimination complaint can be found in [Board policy 3122](#).

Table of Contents

Contents

Employee Handbook.....	1
Employee Acknowledgment.....	2
District Emergency Procedures	3
Pupil Non-Discrimination Statement & Complaint Procedure.....	3
Table of Contents	4
District Mission, Vision, and Values	15
District Academic Calendar	16
PART I – PROVISIONS APPLICABLE TO ALL STAFF.....	17
SECTION 1 PREAMBLE AND DEFINITIONS.....	18
About this Handbook	18
Definitions.....	18
General Personnel Policies	19
SECTION 2 EMPLOYMENT LAW	20
2.01 Employment of Minors	20
2.02 Equal Opportunity.....	20
2.03 Equal Opportunity Complaints	20
2.04 Fair Labor Standards Act and Wisconsin Administrative Code DWD 274.08 ...	20
2.05 Family and Medical Leave and Wisconsin Bone Marrow and Organ Donation Leave.....	21
2.06 Immigration Law Compliance	23
2.07 Employment Harassment based on a Legally Protected Status	23
2.08 Bullying.....	24
SECTION 3 GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS.....	25
3.01 District Expectations	25
3.02 Accident/Incident Reports	26
3.03 Attendance	26

3.04	Bulletin Boards	27
3.05	Child Abuse and Threats of School Violence Reporting.....	27
3.06	Communications	28
3.07	Confidentiality	32
3.08	Conflict of Interest	32
3.09	Contracts and Conflict of Interest.....	32
3.10	Copyright	32
3.11	Criminal Background Checks	33
3.12	Obligations of Active Employees to Self-Report Information Related to Arrests, Charges, Citations, Convictions, and Other Adjudications of Crimes and other Offenses	33
3.13	Crisis Management Plans.....	35
3.14	District Property.....	35
3.15	Drug-, Alcohol-, And Tobacco-Free Workplace	35
3.16	False Reports.....	37
3.17	Financial Controls and Oversight	37
3.18	Fraud and Financial Impropriety	38
3.19	Gifts and Sale of Goods and Services.....	38
3.20	Honesty	39
3.21	Investigations	39
3.22	Licensure/Certification	39
3.23	Anti-Nepotism and Related Conflicts of Interest.....	39
3.24	Operators of District Vehicles, Mobile Equipment and Persons Who Drive Vehicles for a District Purpose within the Scope of their Employment.....	41
3.25	Outside Employment	43
3.26	Personal Appearance/Staff Dress Code	44
3.28	Personnel Files.....	44
3.29	Personnel – Student Relations	45
3.30	Physical Examination.....	46
3.31	Political Activity	46
3.32	Position Descriptions	47

3.33	Severance from Employment.....	47
3.34	Solicitations.....	47
3.35	Student Code of Conduct and Handbook.....	47
3.36	Teamwork	47
3.37	Employee (Whistleblower) Protection.....	47
3.38	Work Spaces, Including Desks, Lockers, etc.....	49
3.39	Work Made for Hire.....	49
3.40	Workplace Safety.....	49
3.41	Violence in the Workplace.....	50
3.42	Breastfeeding	52
3.44	Expectations for Employees Subpoenaed to Testify	53
SECTION 4	MANAGEMENT RIGHTS.....	53
4.01	Delineation of Rights	53
4.02	Sole Basis.....	54
SECTION 5	GRIEVANCE PROCEDURE.....	54
5.01	Purpose.....	54
5.02	Definitions.....	54
5.03	Time Limits.....	54
5.04	Grievance Processing Procedure.....	55
5.05	Grievant's Right to Representation	56
5.06	Consolidation of Grievances.....	56
5.07	Group Grievances	56
SECTION 6	PAY PERIODS.....	57
6.01	Annualized Payroll Cycle	57
6.02	Payroll Dates	57
6.03	Direct Deposit Payment Method.....	57
6.04	Definitions for Payroll Purposes Only	57
6.05	Salary Deferrals –Tax Sheltered Annuities (TSA)	57
SECTION 7	COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES	58
7.01	Mileage Reimbursement	58

7.02	Reimbursement for Employee Purchases	58
SECTION 8	WORKER’S COMPENSATION	58
8.01	Worker's Compensation Coverage and Reporting Responsibilities	58
8.02	Benefits While on Worker's Compensation.....	58
8.03	Injuries Not Covered by Worker’s Compensation.....	58
SECTION 9	SICK LEAVE	59
9.01	Sick Leave Earned	59
9.02	Sick Leave Use	59
9.03	Sick Leave Accumulation	60
9.04	Sick Leave and Long-term disability	60
9.05	Overused Sick Leave	60
9.06	Reporting Procedure - Doctor's Certificate.....	60
9.07	Holidays during Sick Leave.....	60
9.08	Sick Leave Listing	61
SECTION 10	JURY DUTY LEAVES	61
10.01	Jury Duty Leave.....	61
10.02	Employee Notice.....	61
10.03	Payment for Time Out on Jury Duty.....	61
SECTION 11	BEREAVEMENT AND EMERGENCY LEAVE	61
11.01	Bereavement/Funeral Leave for a Death in the Immediate Family	61
11.02	Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family	61
11.03	Additional Bereavement Leave.....	61
11.04	Part-time Employee	62
11.05	Bereavement Leave Increments	62
SECTION 12	PERSONAL LEAVE	62
12.01	Personal Days Provided	62
12.02	Personal Leave Accumulation	62
12.03	Reasons for Personal Leave	62
12.04	Personal Leave Day Restrictions	62

12.05	Approval of Personal Leave and the Total Number of Employees on Personal Leave.....	62
12.06	Part-time Employees.....	63
12.07	Personal Leave Increments	63
SECTION 13	UNIFORMED SERVICES LEAVE.....	63
13.01	Uniformed Services Leave of Absence.....	63
13.02	Seniority/Length of Service during Uniformed Services Leave.....	63
13.03	Request for Uniformed Services Leave	64
13.04	Returning to Work after a Uniformed Services Leave	64
13.05	Benefits during Uniformed Services Leave	64
SECTION 14	UNPAID LEAVES OF ABSENCE	65
14.01	Medical Leave.....	65
14.02	Child Rearing Leave	66
14.03	Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons	67
SECTION 15	BENEFITS APPLICABLE TO ALL REGULAR EMPLOYEES	68
15.01	Flexible Spending Account.....	68
15.02	Dental Insurance	68
15.03	Health Insurance	68
15.04	Liability Insurance	69
15.05	Life Insurance	69
15.06	Long-Term Disability	70
15.07	Wisconsin Retirement System (WRS) Contributions.....	70
15.08	Alternate Benefit Plan [ABP] in Lieu of Health Insurance	70
15.09	COBRA Law Continuation of District Health Plan Participation	71
SECTION 16	WORK STOPPAGE.....	73
SECTION 17	CONFORMITY TO LAW	73
PART II – STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.22, WIS. STATS. AND PROFESSIONAL/EXEMPT NON-SUPERVISORY EMPLOYEES		74
SECTION 1	75	

DISCIPLINE, TERMINATION AND NONRENEWAL.....	75
1.01 Standard for Nonrenewal for Teachers	75
1.02 Length of Probationary Period for Teachers.....	75
1.03 Standard for Discipline and Termination.....	75
1.04 Benefits during Probation	75
1.05 Benefits for Non-Probationary Employees.....	75
1.06 Representation.....	76
1.07 Disciplinary Materials.....	76
1.08 Termination of Employment.....	76
SECTION 2 PROFESSIONAL HOURS/WORKDAY	76
2.01 Normal Hours of Work	76
2.02 Administratively Called Meetings	77
2.03 Attendance at School Events	77
2.04 Consultation with Parents	78
2.05 Emergency School Closures	78
2.06 School Calendar	78
SECTION 3 PROFESSIONAL GROWTH	78
3.01 Requirement to Remain Current	78
SECTION 4 Teacher Supervision and Evaluation	78
4.01 General Provisions	78
4.02 Evaluators	78
4.03 Evaluation Process – Conditions for All Employees	79
SECTION 5 Teacher Assignments, Vacancies and Transfers.....	80
5.01 Teacher Assignments, Vacancies and Transfers.....	80
5.02 Employee Resignations.....	81
5.03 Teacher Absence and Substitutes.....	82
5.04 Summer School Assignments	82
5.05 Extended Contracts	82
SECTION 6 REDUCTION IN FORCE, POSITIONS & HOURS	82
6.01 Reasons for Reduction in Force.....	82
6.02 Notice of Reduction	82

6.03	Selection for Reduction – Steps	82
6.04	Reduction in Hours Resulting in Nonrenewal	83
6.05	Reemployment Process	83
6.06	Termination of Reemployment Opportunities	83
6.07	Insurance Benefits Following Nonrenewal.....	84
6.08	Accrued Benefits during Reemployment Period	84
SECTION 7 PROFESSIONAL COMPENSATION		84
7.01	Salary Schedule.....	84
7.02	Initial Salary Schedule Placement	84
7.03	Salary Step Movement after First Year of Employment	84
7.04	Educational Lane Adjustment.....	84
SECTION 8 POST-EMPLOYMENT BENEFITS		85
8.01	Eligibility	85
8.02	Eligibility	85
8.03	Voluntary Retirement Benefit Options	85
8.04	Other Benefits and Terms	87
PART III – NON-EXEMPT STAFF WITHOUT INDIVIDUAL CONTRACTS UNDER §§ 118.22 OR 118.24, WIS. STATS.....		91
SECTION 1 DISCIPLINE AND DISCHARGE		92
1.01	Standard for Discipline and Termination.....	92
1.02	Representation.....	92
1.03	Disciplinary Materials.....	92
SECTION 2 HOURS OF WORK AND WORK SCHEDULE		92
2.01	Letter of Assignment for Non-Instructional Staff.....	92
2.02	Regular Workday and Starting and Ending Times	93
2.03	Regular Work Week	93
2.04	Part-time Employees	93
2.05	Additional Hours and Overtime - Approval and Assignment	93
2.06	Compensatory Time Off	93
2.07	Lunch Period.....	94
2.08	Breaks	94

2.09	Timecards or other Form of Electronic Tracking of Hours	94
2.10	Emergency School Closings	94
2.11	Attendance at Meetings.....	95
SECTION 3 REDUCTION IN FORCE, POSITIONS & HOURS		95
3.01	Reduction in Force.....	95
3.02	Notice of Reduction	95
3.03	Selection for Reduction – Steps.....	95
3.04	Reduction in Hours	96
3.05	Reemployment Period.....	96
3.06	Reemployment Procedure.....	96
3.07	Termination of Reemployment Options	96
3.08	Insurance Benefits during Layoff	96
3.09	Accrued Benefits during Layoff	96
3.10	Other Employment.....	96
SECTION 4 ASSIGNMENTS, VACANCIES AND TRANSFERS		96
4.01	Determination of Assignment.....	96
4.02	Job Posting	97
4.03	Interviews.....	97
4.04	Selection Process	97
4.05	District Ability to Select the Most Qualified Applicant	97
4.06	District Ability to Determine Job Description	97
4.07	Trial Period	97
4.08	Involuntary Transfers.....	97
SECTION 5 PAID VACATION		97
5.01	Notice.....	97
5.02	Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time and Part-Time Employees.....	98
5.03	Scheduling of Vacation.....	98
5.04	Vacation Accumulation	98
5.05	Payment upon Termination/Transfer to a Position Not Eligible for Vacation	98
5.06	Holidays during Vacation	99

SECTION 6	HOLIDAYS	99
6.01	Holidays Defined	99
6.02	Holidays Falling on Weekends	99
6.03	Holidays Falling on Student Contact Days	99
6.04	Holidays during Vacation	99
6.05	Eligibility for Holiday	99
SECTION 7	WAGE COMPENSATION AND EXPENSES	100
7.01	Wage Schedule.....	100
7.02	New Employee Wage Schedule Placement	100
7.03	Out-of-Classification Pay.....	100
7.04	Substitutes for Teachers	100
SECTION 8	JOB RELATED TRAINING AND LICENSURE	100
8.01	In-Service Training	100
8.02	License Renewal Reimbursement for New Special Education Assistants	100
SECTION 9	EMPLOYEE EVALUATIONS	101
9.01	Evaluation	101
9.02	Procedures and Instruments	101
9.03	Frequency.....	101
9.04	Receipt of Evaluation.....	101
9.05	Comments, Disputes	101
9.06	Evaluators	101
SECTION 10	RESIGNATION FROM EMPLOYMENT	101
10.01	Notice of Termination of Employment.....	101
SECTION 11	Transportation Employees.....	101
11.01	Terms and Conditions for Transportation Employees	101
.	103	
PART IV – STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.24, WIS.		
STATS., EXECUTIVE, ADMINISTRATIVE AND ACADEMIC		
ADMINISTRATIVE EMPLOYEES	103	
Part IV – Staff with Individual Contracts	103	
PART V – Co-Curricular Staff.....	104	

SECTION 1	ATHLETIC AND ACTIVITY ASSIGNMENTS.....	105
1.01	Letter of Assignment.....	105
1.02	Payments.....	105
1.03	Work Schedule.....	105
1.04	Evaluation of Extra-Curricular Assignments.....	105
1.05	Volunteers.....	105
1.06	Extra-Curricular Pay Schedule	106
Part VI	Substitute Employees.....	107
SECTION 1	ALL SUBSTITUTE EMPLOYEES	108
1.01	Pre-Employment Requirements	108
SECTION 2	SUBSTITUTE TEACHERS	108
2.01	Licensure and/or Permit.....	108
2.02	Training and Evaluation.....	108
2.03	Assignment and Professional Responsibilities	108
2.04	Compensation	109
2.05	Dismissal/Removal from Substitute List	109
2.06	Miscellaneous Provisions.....	109
2.07	Substitute Teacher Pay Schedule	110
SECTION 3	SUPPORT STAFF SUBSTITUTES.....	111
3.01	Licensure and/or Permit.....	111
3.02	Training and Evaluation.....	111
3.03	Assignment and Professional Responsibilities	111
3.04	Compensation	111
3.05	Dismissal/Removal from Substitute List	112
3.06	Miscellaneous Provisions.....	112
3.07	Substitute Employee Pay Rates	112
APPENDIX.....		113
Teacher Pay Scale.....		114
Hourly Pay Scale		115
Auxiliary Pay Rates.....		116
Schedule C – Additive Positions.....		117

Grievance Initiation Instructions..... 121

Grievance Appeal Instructions..... 122

Standards of Conduct – Harassment & Bullying Complaint Form 123

Employee Accident/Injury Report..... 124

EMPLOYMENT POSTERS 126

FMLA Rights 129

Notice of Privacy Practices 130

District Mission, Vision, and Values

Mission:

Bangor Pride--A Small School Building Big Futures

Vision:

An innovative, small school community committed to building pathways to excellence and belonging for all.

Values:

Student-Centered

We prioritize students by putting their needs, experiences, and voices at the center of decision-making.

Safety

We ensure every student feels physically and emotionally safe knowing there are adults they can trust. Multi-tiered systems and procedures are in place to prepare and protect our schools.

Opportunities for All

We provide a wide range of academic, co-curricular, and extracurricular opportunities that encourage students to explore new interests while building pathways toward post-graduation goals.

Small Class Sizes

We value strong relationships and individualized support. We adjust staffing creatively by considering physical space and enrollment in our school community to ensure each student feels seen, known, and supported.

Fiscally Sustainable

We make decisions that prioritize student and staff needs while being responsible stewards of our community's financial investment.

Foster Community

We build a welcoming and inclusive atmosphere where all students, families, and community members feel connected and informed. We celebrate Bangor pride and share our successes to strengthen the sense of belonging.

Continuous Improvement

We strive for continuous growth by inviting feedback, reflecting on new ideas, and implementing innovative strategies.

Collaboration

As a respectful and united school community, we uphold the mission, vision, and values of the district to ensure a positive and productive school culture.

District Academic Calendar

School 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.

School District of Bangor 26-27 Calendar



August 2026

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

February 2027

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2026 (1 Student Day)

1-30 Staff Inservice Flex Day
11 Registration/ Pictures 11:00 am - 7:00 PM
24 New Teacher Inservice
25-27 Staff Inservice
31 First day for 4k-5, 6, 9 (Jump Start Day)

September 2026 (20 student days)

1 First Day of School for all Students
7 No School - Labor Day
25 No School - Staff PD Day

October 2026 (20 student days)

22 No School - P/T Conferences
23 No School - Staff PD Day
30 End of 1/4 MS/HS (40 days)

November 2026 (17 student days)

20 No School - MS/HS PD day, Elem. 1/2 PD day - 1/2 work day
24 End of Elem. Trimester (56 days)
25-27 No School - Thanksgiving Break

December 2026 (16 student days)

11 No School - Staff PD Day
24-31 No School - Holiday Break

January 2027 (19 student days)

1 No School - Holiday Break
15 End of MS/HS Semester (83 days)
18 No School - MS/HS Staff work day - Elm Staff PD Day

February 2026 (19 student days)

19 No School - Staff PD Day & Child Development Day
26 Last day of Elm Trimester (55 days)

March 2027 (19 student days)

18 No School - P/T Conferences
19 No School - MS/HS PD day, Elm. 1/2 PD day - 1/2 work day
25 Last day of MS/HS Third Quarter (45 days)
26-29 No School - Spring Break

April 2027 (21 student days)

16 No School - Staff PD Day

May 2027 (19 student days)

7 No School - Staff PD Day
22 Graduation
28 Last 1/2 day for students (Release 12:00 and 12:05)
31 Memorial Day

Summer School 2027, June 14 - July 2

Part I – Provisions Applicable to All Staff

An abstract graphic design featuring a white background with a large, stylized green shape that resembles a stylized 'X' or a series of overlapping curved lines. The shape is composed of several segments, each with a different shade of green, creating a sense of depth and movement. The design is framed by a thin green border.

SECTION 1 PREAMBLE AND DEFINITIONS

About this Handbook

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

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

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all inclusive. Board Policies are on the Bangor website at www.bangor.k12.wi.us. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Bangor Board of Education.

Definitions

- A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. Casual Employees: Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
- C. Discipline: Discipline is defined as a suspension [unpaid or paid], or a written reprimand.
- D. Regular Employees: Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
 - 1. Regular Full-time Employee: Regular full-time employees are defined as one who works thirty-six and one-quarter (36.25) or more hours per week for a school year or more per year.
 - 2. Regular Part-time Employee: Regular part-time employees are defined as one who works a school year or more, but less than thirty-six and one-quarter (36.25) hours per week for a school year or more per year.
 - 3. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.
- E. Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session

is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.

1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
 2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
 3. Seasonal employees performing non-exempt duties shall be paid the starting hourly rate based on classification of work:
- F. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence.
- G. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.
- H. Teacher: Teachers are defined as persons hired under a contract under § 118.22, Wis. Stats.
- I. Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.
- J. Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include a voluntary retirement, voluntary resignation, nonrenewal of contract under § 118.22, Wis. Stats. or § 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.
- K. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:
1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
 2. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).
 3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
 4. The individual(s) filing the grievance must propose a specific remedy.
 5. The issue and proposed remedy must be under the reasonable control of the District.

General Personnel Policies

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

SECTION 2 EMPLOYMENT LAW

2.01 Employment of Minors

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

2.02 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.

<https://go.neola.com/sdbang-wi/policy>

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by GINA. Accordingly, we are asking that you not provide any genetic information when responding to requests for medical information. "Genetic information" includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. An exception to the prohibition outlined in this paragraph is family medical history for situations in which the employee is asking for leave to care for a family member with a serious health condition (e.g., under the Family and Medical Leave Act).]

2.03 Equal Opportunity Complaints

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

<https://go.neola.com/sdbang-wi/policy>

2.04 Fair Labor Standards Act and Wisconsin Administrative Code DWD 274.08

Certain types of workers of public employers in Wisconsin are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA] as authorized by Wisconsin Administrative Code DWD 274.08. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found at Part III, sections 2.05 and 2.06. Notification of rights under the FLSA is set forth in the employment poster section in Appendix I. Information regarding what pay deductions are allowed under the FLSA is found in Part II, section 2.01 (teachers) and Part IV, section 3.01 (administrators).

2.05 Family and Medical Leave and Wisconsin Bone Marrow and Organ Donation Leave

The District may be obligated to provide eligible employees with leave from work, and certain associated rights and mandated benefits, as provided under the following laws...

- The federal Family and Medical Leave Act (FMLA)
- The Wisconsin Family and Medical Leave Act (WFMLA)
- The Wisconsin Bone Marrow and Organ Donation Leave law

The FMLA and WFMLA offer leave entitlements to eligible employees related to the following circumstances:

- Leave for the employee's own serious health condition.
- Leave to care for certain individuals who have a serious health condition.
- Leave connected to the birth of a child, the adoption of a child, and certain foster placements.

The federal FMLA also provides for periods of leave and various related rights to eligible employees for the following:

- Certain qualifying exigencies that arise when an eligible employee's spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty; and
- To care for a covered servicemember with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.

Separate from the WFMLA and FMLA, state law also provides for work-related leave and certain related rights for eligible employees who serve as a bone marrow or organ donor.

- A. Notification of Benefits and Leave Rights: Information concerning federal FMLA entitlements and employee obligations under the FMLA will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). This notice is also included in the appendix of this handbook,

Information concerning family and medical leave rights under the Wisconsin Family and Medical Leave Act will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-7983-p.pdf>. This notice is also included in the appendix of this handbook,

Information concerning leave rights under the Wisconsin Bone Marrow and Organ Donation Leave law will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-18114-p.pdf>. This notice is also included in the appendix of this handbook,

- B. Requesting Leave: Employees shall adhere to applicable law and District-established procedures for requesting, using, and returning from a period of leave that may be for an eligible purpose under one or more of the laws addressed in this section. These procedures are available upon request in the District office. This notice is also included in the appendix of this handbook, No employee may approve or deny his/her own requests for leave that may be taken under the laws addressed in this policy. The duration and other terms and conditions of any approved leave will be as specified in the applicable laws, as expressly supplemented by District-established guidelines and procedures and by the notices that the District provides to an employee in a specific situation.

Pursuant to the established procedures described above, employees are expected to provide the District with reasonable notice of the need for leave, and this notice should be provided in advance of the need for leave whenever possible. Reasonable notice is normally at least 15 days prior to the date the leave is to begin, except that when 15 days' notice is not practicable (e.g., because the need for leave could not reasonably have been foreseen or planned for that far in advance), notice should be given as soon as possible and practical under the circumstances. In most circumstances, when an employee becomes aware of a need for leave fewer than 15 days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day after becoming aware.

- C. Eligibility Determinations: To the extent required by any applicable state or federal law or regulation, upon the District's receipt of an employee's request for such leave, or once the District becomes aware that an employee's need for leave is for a reason that may qualify under any of the types of leave being addressed in this section of the Handbook, the District will:
- Notify the employee if he or she is eligible for leave and, if eligible for leave under the federal FMLA, provide a notice of rights and responsibilities under the federal FMLA, including notice of the employee's ability to take leave intermittently or on a reduced schedule (if eligible).
 - Notify the employee of the reason for ineligibility or denial of leave, if such a determination is made.
 - Notify the employee if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.
- D. Return to Work and Reinstatement:
1. Generally. Upon the conclusion of a period of state and/or federal leave, and assuming the employee's leave did not exceed his/her relevant statutory entitlement(s), the District's normal procedures for restoring an employee to the same or an equivalent position are as follows:
 - a. If the employment position that the employee held immediately before starting the statutory leave still exists, but is either vacant or is being performed by a temporary substitute, the employee returning from statutory leave will be restored to his/her former position.
 - b. If the employment position that the employee held immediately before starting the statutory leave still exists but is not available, as described in the previous sub-section, then the employee returning from statutory leave will be reinstated to an equivalent position, as defined by applicable law. In general, positions are considered equivalent if they have substantially similar duties and equivalent compensation, benefits, working shifts, hours of employment, and other relevant terms and conditions. In addition:
 - i. A licensed employee will not be required to accept a position that requires the employee to obtain additional licensure.
 - ii. An employee returned to an equivalent position will not be involuntarily assigned to a worksite that involves a significant increase in commuting time or distance.
 - c. As further outlined above within these procedures, an employee returning to work from federal leave attributable to his/her own serious health condition may be required to provide a fitness-for-duty medical certification as a condition of reinstatement.
 - d. To the extent consistent with applicable laws, an employee's present ability to perform the essential functions of a position, with or without reasonable accommodations related to a qualifying disability, may affect the normal reinstatement procedures.
 2. Limitations on reinstatement rights. As further provided by applicable laws and regulations, an employee returning from statutory leave is not entitled to any employment benefit or any employment position to which the employee would not have been entitled had he/she not taken statutory leave. Accordingly, employees taking state and/or federal leave may be affected by, for example, terminations, reductions in

hours/positions, transfers, reassignments, and changes in benefits that would have occurred regardless of the statutory leave.

3. Early return to work. If circumstances change and an employee determines after beginning a period of statutory leave that the amount of leave originally anticipated is no longer necessary, the employee shall notify the District of the changed circumstances as soon as practicable. In most cases, it will be reasonable and practicable for the employee to provide such notice within two (2) business days of the date the change in circumstances is known and reasonably in advance of the revised return-to-work date.
4. Failure to return to work. If an employee does not return to work at the conclusion of a period of protected statutory leave, and if the employee has neither resigned nor appropriately arranged for a continued absence from work on a District-approved basis (e.g., by arranging for some form of approved leave), the employee may be subject to immediate termination or other disciplinary action.
5. Extended leave at the end of academic terms. To the extent permitted by federal statutes and regulations, the District reserves the discretion to delay an instructional employee's (as defined under federal regulations) return to work from a period of federal leave through the remainder of the current academic term. The federal authority to exercise such discretion depends on the specific reason for the leave, the timing of the employee's leave, and the timing of the employee's proposed return to work. Such discretion does not apply when the leave that was being used immediately preceding the employee's return to work also counted as a period of state leave. For purposes of this provision, the school district's "academic terms" are elementary trimesters and quarters at the MS/HS as defined each year on the District calendar.

Employees are encouraged to direct any questions regarding this section of the handbook, or its applicability to their particular circumstances, to the District Finance Director or District Administrator.

2.06 Immigration Law Compliance

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

<https://www.uscis.gov/i-9>

2.07 Employment Harassment based on a Legally Protected Status

- A. Policy Statement: The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of unlawful employment harassment.
- B. Unlawful Employment Harassment: The District shall not tolerate unlawful harassment in employment based on any personal protected class characteristic described above in section 2.02. Unlawful employment harassment that could alter conditions of employment, 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 unlawfully harassing District employees in the workplace. Unlawful employment 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. Unlawful harassment in employment 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 based on any personal protected class characteristic (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 any personal protected class characteristic described above in section 2.02; and/or
5. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.
6. In determining whether harassment is sufficiently severe or pervasive to create a hostile work environment, the harasser's conduct should be evaluated from the objective standpoint of a "reasonable person."

C. Employee Responsibility: All employees are responsible for ensuring that unlawful harassment in employment does not occur. The District intends to comply with both the letter and spirit of the law in making certain that unlawful harassment in employment does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of unlawful employment harassment or has knowledge of violations of this handbook provision or board policy <https://go.neola.com/sdbang-wi/policy> shall report the matter in accordance with established complaint procedures *as defined in Board policy 1662*. All reports regarding unlawful employee harassment shall be taken seriously 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 the board policy. The District shall take appropriate and necessary action to eliminate unlawful employee harassment. Actions that are determined to be unlawful harassment in employment shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of alleged unlawful employment harassment to their immediate supervisor, Title IX Coordinator or designated equal employment officer. Employees who fail to report incidents of alleged unlawful employment harassment may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to unlawful employment harassment complaints or to act on their knowledge of violation of board policy <https://go.neola.com/sdbang-wi/policy> will likewise be subject to disciplinary action, up to and including dismissal.

2.08 Bullying

- A. Policy Statement: The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of bullying and harassment prohibited by Wisconsin Criminal Statutes, e.g., Wis. Stats. 947.013 and 947.0125.
1. Bullying: Bullying is defined as systematic or repeated infliction (or attempted or threatened infliction) of physical harm or psychological/emotional distress on one or more students, staff, or other persons. It involves purposeful or intentional written, spoken, nonverbal, or physical behavior, including but not limited to any threatening, intimidating, insulting, degrading, or dehumanizing conduct, gesture, or communication that has the effect of doing any of the following:
 - a. Substantially interfering with any employee's work or a student's education;
 - b. Substantially interfering with a person's ability to participate in or benefit from any school activity or program;
 - c. Endangering the health, safety, or property of the target(s) of the behavior;

- d. Creating a threatening, intimidating, hostile, or offensive environment within any District school, activity, or program; or
- e. Substantially disrupting the orderly operation of the school.

“Cyber-bullying” is defined as bullying that involves the use of digital technologies, including but not limited to, e-mail, cell phones, text messages, instant messages, chat rooms, and social media (e.g., XTM or FacebookTM). Cyber-bullying is prohibited and treated the same as all other types of bullying.

Bullying is deliberate/purposeful conduct, but intent/purpose may properly be inferred from the totality of the circumstances (e.g., where the behavior is persistent/repeated or where the responsible party reasonably should have been able to foresee the consequences of his/her actions and the manner in which his/her conduct would be likely to be perceived by the target(s) of the conduct).

Bullying can involve direct interaction between the aggressor-bully and the target(s), or it can be indirect (such as orchestrating others to engage in acts of bullying; facilitating bullying conduct by others; etc.).

Not all behaviors that (1) hurt another person’s feelings; (2) are a manifestation of an interpersonal conflict; (3) are legitimate employment actions initiated by a supervisor and/or his/her designee or (4) are in some way unkind amount to acts of bullying. Further, it shall be a goal of the District’s workplace and educational programs to help staff, students and others recognize and acknowledge that even one-time instances of, for example, name calling, negative teasing, put-downs, or excluding others (when inclusion was readily possible) are inappropriate and problematic for a number of reasons.

In determining whether bullying has occurred, the conduct that the that the targeted employee was subjected to should be evaluated from the objective standpoint of a "reasonable person."

- B. Employee Responsibility: All employees are responsible for ensuring that bullying does not occur. Anyone who believes that he or she has been the subject of bullying or has knowledge of violations of this handbook provision or board policy 1662 shall report the matter in accordance with established complaint procedures. Complaints under this section will be investigated and responded to using a procedure that the administration finds appropriate in light of the allegations (so the investigation and response can be proportional to the seriousness of the allegations) and may not follow the same procedures as applicable for unlawful employment harassment. All reports regarding bullying shall be taken seriously 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 the board policy. The District shall take appropriate and necessary action to eliminate bullying. Actions that are determined to be bullying shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of alleged bullying to their immediate supervisor, Title IX Coordinator, or designated equal employment officer. Employees who fail to report incidents of alleged bullying may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to bullying complaints or to act on their knowledge of violation of board policy 1662 will likewise be subject to disciplinary action, up to and including dismissal.

SECTION 3 GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

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

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

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

3.02 Accident/Incident Reports

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

3.03 Attendance

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as further specified in other parts of this *Handbook*. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator.

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

Employees who fail to provide adequate notice of tardiness using the notification procedures outlined above, and incur instances of unexcused tardiness as a result, will be subject to discipline up to and including discharge. "Tardiness" is defined as failing to report to work at the scheduled start time of an employee's shift or workday, including failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has punched in at the start of his or her scheduled shift or workday, but who is not prepared to actually begin working at that time. An employee who incurs **five (5)** unexcused instances of tardiness without providing adequate notice to the district in any **two(2) month** period may be terminated for excessive tardiness.

Employees who fail to provide adequate notice of absences using the notification procedures outlined above, and incur unexcused absences as a result, will be subject to discipline up to and including discharge. Absence is defined as failing to report to work for a scheduled shift or workday without having secured preapproved leave. An employee who incurs 2 or more unexcused absences without providing adequate notice to the district in any 120-day period may be terminated for excessive absenteeism.

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

3.04 Bulletin Boards

The Employer shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. If a collective bargaining unit exists, the Association will be allowed to post items on the bulletin board subject to the restrictions set forth herein and as amended by the applicable collective bargaining agreement. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law. The District Administrator will be provided a copy of all posted material at the time of the posting. The District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

3.05 Child Abuse and Threats of School Violence Reporting

Child Abuse Reporting

- A. Except as provided under Wisconsin Statute § 48.981, sub. (2m), any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B. At all times, school employees shall make the report to county child protective services or law enforcement personnel as quickly as possible. Any delay is not in the best interests of the child and is not consistent with District policy.
- B. A person required to report shall immediately inform, by telephone or in person, the applicable District administrative personnel and the county department or, in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police 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.
- C. District employees, including administrators, may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. School personnel are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel.

Threats of School Violence Reporting

- A. Any school employee who believes in good faith that there is a serious and imminent threat to the health or safety of any student, any school employee, or the public, based on a threat that has been made by an individual seen in the course of the employee's professional duties regarding violence in or targeted at a school, shall report the threat as required by state law and this handbook provision. In particular:
 - 1. The facts and circumstance contributing to the belief that there is such a serious and imminent threat shall be reported immediately, by telephone or personally, directly to a law enforcement agency.
 - 2. The person making the report to law enforcement shall also immediately inform the **building principal and District administrator** of the nature of the threat and circumstances. Such notice to a responsible administrator or supervisor in the District does not have to be given prior to contacting a law enforcement agency.
- B. The administration shall promptly evaluate and process known threats of school-related violence according to the District's school safety plan and under any other established procedures for responding to safety emergencies.
- C. The District shall not take any disciplinary action against a school employee, discriminate against an employee in regard to employment, or threaten an employee with any such treatment for making a report of threatened school violence in good faith under this handbook provision. School employees may be subject to District disciplinary action, as well as penalties under state law, for failure to report such threats.

3.06 Communications

District employees are expected to abide by board policy regarding communications that the board has adopted pursuant to s. 118.07(7), Wis. Stats. on appropriate staff/volunteer communications with students] and the following rules when using information technology and communication resources.

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

District administration. External electronic storage devices are subject to monitoring if used with District resources.

B. User Responsibilities: Network/Internet users (students and District employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the Network/Internet:

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.
4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.

C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein and in board policy that the Board adopted pursuant to s.118.07(7) Wis. Stats. on appropriate staff/volunteer communications with students. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

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

"Authorized Personnel" includes classroom teachers, counselors, principals, assistant principals, directors of instruction, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the District Administrator or a campus principal.

"Communicate" means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to District regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

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

- D. Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:
1. The employee shall limit communications to matters within the scope of the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
 2. If an employee receives an unsolicited electronic contact from a student that is not within the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
 3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page (“professional page”) for this purpose. The employee must enable administration and parents to access the employee’s professional page.
 4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
 5. The employee shall not communicate with any student between the hours of 8 p.m. and 7 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, Google Classroom, Parent Square, or similar application at any time.
 6. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
 7. Upon written request from a parent, the employee shall discontinue communicating with the parent’s minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District’s adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records.

Employees who create pupil records via email need to ensure that pupil records are retained for the period of time specified by the pupil records law. For this reason, the District heavily discourages the use of email as the means to communicate about individually identifiable students.

- F. Electronic Recording: An employee shall not, on his/her own initiative, electronically record by audio, video, or other means, any conversations or meetings, unless (1) each and every person present has been notified and consents to being electronically recorded, or (2) the employee has received advanced administrative authority to do so. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District (e.g., virtual/distance learning classes, surveillance videos, extracurricular activities, voicemail recordings).
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records. See Board policy 8330.
 2. Confidentiality of other District records, including educator evaluations and private email addresses. See Board policy 8350.
 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. See Board policy 8310.
 4. Prohibition against harming others by knowingly making false statements about a colleague or the District. See Board policy 8310.
 5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 6. An employee may request an exception from the limitations in items one through three above by submitting a written request to his/her immediate supervisor or the individual required to maintain the confidentiality of said records.
- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. Personal Electronic Devices: The District permits staff to use personal technology devices in support of teaching and learning and to access the District's Wireless Public Network when doing so. Personal devices include laptop computers, cell phones, smart phones, iPods/MP3 players, wireless devices, wireless communication devices, digital cameras, e-readers, storage devices, or other electronics that may be carried on a person. Staff may use personal devices provided such use does not interfere with educational or employment responsibilities, hinder, disrupt or consume an unreasonable amount of network or staff resources, or violate board policy, administrative rules, state law or federal law. An employee using a personal device shall take adequate measures to ensure the confidentiality and proper maintenance of all pupil record information. The District is not liable for the loss, damage or misuse of any personal device including while on District property or while attending school-sponsored activities.

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

3.07 Confidentiality

Employees are expected to comply with state and federal pupil records laws, as well as any other laws that govern the confidentiality of District records. Employees must also understand that records, and information from records, can sometimes still be personally identifiable even when the individual's name is not used or when the name has been redacted. As such, employees should not presume that removing a pupil or person's direct identifiers from a record will be sufficient to satisfy a confidentiality requirement.

Employees who are uncertain as to whether information or records are confidential are expected to refer such questions to the administration. Some examples of records and information that employees must be especially careful not to disclose or provide access to without proper authorization include, but may not be limited to: (1) medical records, (2) pupil records, (3) electronic system(s) access records including passwords, (4) employee personnel and payroll records, (5) child abuse and neglect reports, (6) financial account information, and (7) records that are subject to attorney-client privilege.

An employee who receives a public records request should refer the request to the District's records custodian(s) in accordance with the District's public records policies. The District may discipline or discharge any employee who discloses or provides access to a confidential record or confidential information in violation of the law, a District policy, an employee handbook provision, or a supervisory directive.

3.08 Conflict of Interest

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

3.09 Contracts and Conflict of Interest

No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. *See Wis. Stats. § 946.13(1)(a) and (b).*

3.10 Copyright

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether

prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as “fair use” under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the district office and Board policy 2531.

3.11 Criminal Background Checks

Every applicant for a District position is required to file in writing, in advance of employment on forms provided by the District, a statement identifying whether the applicant:

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country;
- B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District’s performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination; or
- C. Has any pending criminal charges filed against him or her.
- D. Additionally, all persons applying for any position shall be required to:
 - 1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information; and
 - 2. Submit to a criminal background check to be completed and reviewed by the District Administrator.
- E. Employment may be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks. Board policy 3121. Knowingly falsifying information shall be sufficient grounds for the District to withdraw an offer of employment or to terminate employment from the District

3.12 Obligations of Active Employees to Self-Report Information Related to Arrests, Charges, Citations, Convictions, and Other Adjudications of Crimes and other Offenses

- A. Requirements that Apply to All District Employees for Self-Reporting Arrests, Charges, Citations, Convictions, and Other Adjudications of Crimes and other Offenses. All District employees shall, as further directed in the paragraph below that addresses methods of giving notice, promptly notify the District administrator of any charges, arrest with charges, indictment, citation, conviction (including but not limited to by a verdict, guilty plea, or plea of no contest), deferred adjudication (for example, deferred prosecution), or other adjudication of the employee for any of the crimes or other offenses listed below:
 - 1. Any crime under either Wisconsin law or federal law, inclusive of any felony or any misdemeanor.
 - 2. For matters arising under the laws of any other State or U.S. territory, any crime/offense for which the possible penalty includes a potential jail or prison term of up to 30 days or more.
 - 3. For matters arising in a foreign jurisdiction, any crime or other offense that, based on the underlying alleged conduct, a reasonable employee should be able to readily recognize as being equivalent to a crime defined under Wisconsin law or under federal law.
 - 4. Under state law or under a county or municipal code/ordinance, the offenses of non-criminal harassment, non-criminal disorderly conduct, or non-criminal operation of a vehicle either while impaired/intoxicated or with a prohibited alcohol concentration (e.g., as a first offense under Wisconsin law).
 - 5. Any crime or any state, county, or municipal non-criminal offense punishable by a monetary forfeiture, except not including any parking violation or parking citation, that at least as alleged:

- a. Occurs in whole or in part on District property or at or in connection with a District-sponsored activity; or
 - b. Occurs while the employee is performing job-related responsibilities or otherwise acting in the scope of his or her District employment; or
 - c. Involves District funds or other District property; or
 - d. Relates to unlawfully obtaining or altering (for example, by fraudulent or unauthorized means) any license, permit, or certificate relating to any person's District employment.
6. Any of the offenses defined in Section 125.07 of the Wisconsin Statutes relating to alcohol and underage persons, such as unlawfully furnishing alcohol to any underage person or knowingly/intentionally encouraging or contributing to an alcohol violation by an underage person.

Inclusion of a crime or other offense within any single item in the list above is sufficient to trigger the self-reporting obligation. Unless expressly limited to matters that arise while the employee is on duty, the self-reporting expectations defined in this section also apply to matters or events that arise at a time when the employee is off duty.

For any reportable event defined in the list above, the employee shall also keep the District reasonably and promptly informed of the status of the matter through the point that the matter reaches a final resolution, including by, for example, promptly responding to District requests for updates and promptly notifying the District if any pending charges are dropped, added, or modified. Unless the administration provides a different directive, such status updates shall be provided the District administrator.

Independent of the self-reporting obligations that the District has established for employees, the District may conduct its own criminal history and other background checks of both applicants for employment and active District employees.

- B. Methods of Giving Notice (Self-Reporting) to the District.** Employee self-reports required under Paragraph "A" of this section shall be submitted as soon as reasonably possible, but never later than within two (2) calendar days of the reportable event to the extent there are unusual circumstances that reasonably prevented more immediate reporting.

To facilitate prompt and immediate reporting, an employee may initially submit a self-report required under this section by phone, electronic mail, a hand-delivered document, or a direct in-person communication. However, if the employee initially provides verbal notice of a reportable event, then the employee shall follow-up the verbal notice with written confirmation of the substance of the report as soon as reasonably practical. An email sent to the District Administrator's accurate school district email address is considered a written communication. If an employee has, or reasonably should have, doubt as to whether his or her self-report was received as intended, the employee is expected to take reasonable steps to confirm receipt.

Special circumstances:

1. If circumstances reasonably prevent the employee from personally providing the required notice (or any follow-up confirmation), then the employee may have a representative provide such notice or confirmation on the employee's behalf.
2. If an employee who does not work on a year-round basis (for example, a school-year employee) experiences a reportable event during the period of the calendar year when the employee is not working and if, for any reason, the employee does not immediately submit the self-report to the District during the applicable break period, then the employee's self-report will be considered timely if it either meets the standard for timeliness established above in this subsection or is submitted at least fifteen (15) calendar days prior to the date the employee returns to duty following the break period.
3. If the District Administrator is required to self-report an incident or event under this section, the District Administrator shall make the report to the school Board president.

- C. **Additional Self-Reporting Related to the Operation of a Motor Vehicle, Vehicle Operator's Licenses, Motor Vehicle Accidents, and Charges, Crimes and other Offenses Relating to the Use of a Motor Vehicle; Required for Certain Employees.** In addition to the self-reporting required of all employees under Paragraph "A" of this section (above), certain District employees who operate motor vehicles and/or certain other motorized/mobile equipment in connection with their District job duties are also required to make self-reports as set forth in this Employee Handbook . When both the Employee Handbook and Paragraph "A" of this section require an employee to self-report the same event/information to the District, meeting the reporting in the handbook also satisfies the obligation to report under Paragraph "A" of this section.
-
- D. **Nondiscrimination; Limitation on District Use of Self-Reported Information.** No officer, employee, or agent of the District will use the information required to be reported to the District under this section of the Employee Handbook in an unlawful manner, including but not limited to using such information in a manner that would constitute unlawful employment discrimination on basis of a person's arrest record or conviction record, as further defined under Wisconsin law.
- E. **Consequences for Failing to Self-Report.** An employee's failure to promptly self-report information to the District as required under this section may result in disciplinary action, up to and including termination.

3.13 Crisis Management Plans

The District has a *School Emergency Operations and Crisis Response Plan* for use when a situation requires emergency safety measures. Each professional educator should know exactly what the emergency procedures are and where the resources associated with the plan are located for their classroom or work location. Employees must follow the prescribed procedures during any emergency drill or situation.

3.14 District Property

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft. Employees cannot take District property for personal use or gain. Theft, damage, destruction, or unauthorized removal of property belonging to the District or persons under the supervision of the District may result in discipline up to and including termination. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited by enumeration: employee identification badges and the key fob for building entry. District equipment borrowed for short term use should be returned the first work day after project completion.

3.15 Drug-, Alcohol-, And Tobacco-Free Workplace

- A. Restrictions on Tobacco, Smoking, Nicotine and Vaping Products
1. Tobacco and Nicotine Products: Employees shall not use tobacco and nicotine products except for nicotine products used as part of a smoking cessation program, as defined below, on District premises, in District vehicles, or in the presence of students at school or school-related activities. § 120.12(20), Wis. Stats. In addition, the District prohibits the use of vaping products regardless of whether such products contain tobacco or nicotine. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment.
 2. Definitions: A "tobacco product" includes, for example, chewing tobacco, cigarettes, cigars, and snuff. A "nicotine product" means any product that contains nicotine and is not a tobacco product, a cigarette, or a product that has been approved by the U.S. Food and Drug Administration for sale as a smoking cessation product or for another medical purpose and is being marketed and sold solely for such an approved purchase (e.g., nicotine gum, nicotine skin patches). Nicotine products covered by this prohibition might include, for example, electronic cigarettes (e-cigarettes) with nicotine, nicotine vaporizers, and nicotine lollipops.
- B. Drug-Free and Alcohol-Free Workplace

1. General Restrictions on Alcohol and Drugs: The District prohibits the following conduct by any person who is on District premises (i.e., property that is owned, leased, or controlled by the District), in a District vehicle, or participating in a District-sponsored activity:
 - a. The unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance (as defined under state or federal law, including all illegal drugs), a hazardous inhalant, or alcohol.
 - b. Being under the influence of a controlled substance (excluding the lawful and medically-appropriate use of medication), a hazardous inhalant, or alcohol in any manner that violates the law, violates a District policy, creates a disturbance, or jeopardizes safety.
 - c. The possession or distribution (including the purchase, sale, or transfer) of any substance that is represented as a controlled substance.

The Alcohol and Drug-Free Workplace policy can be found in District Policy, and 41 U.S.C. Ch. 81J.

2. Additional Drug and Alcohol Restrictions Applicable to All Employees: District employees are subject to additional restrictions regarding alcohol and controlled substances. Specifically, except as otherwise required by law or specified in this policy, no District employee may possess, manufacture, distribute, dispense, use, or be under the influence of alcohol or a controlled substance, or use or be under the influence of a hazardous inhalant, when the employee is (1) on District-premises; (2) driving any vehicle being used for District business; or (3) regardless of location, at any District-authorized activity, event, or function at a time when the employee is acting in the scope of his/her employment, responsible for District students, or otherwise acting as an agent of the District. For purposes of this provision, being under the influence of alcohol includes having a detectable alcohol concentration of 0.01 or higher and also includes any stricter standard established by state or federal law as a prohibited alcohol concentration for particular positions or duties.

In addition, the District does not condone any unlawful conduct related to alcohol or controlled substances, or the misuse of alcohol or controlled substances, by a District employee even when the employee is off duty and not on District property. Where off-duty conduct relating to alcohol or controlled substances has a legally sufficient connection to an individual's employment, it can serve as the basis for employment-related discipline or other employment-related consequences.

3. Exceptions Applicable to Employees: The following are exceptions to the above-stated restrictions on employees:
 - a. Provided that the medication(s) are not misused in any way and that they do not interfere with the safe and acceptable performance of the employee's job, an employee may possess and work while taking over-the-counter medication or his/her own prescription medication(s) in accordance with applicable instructions. It is the employee's responsibility to obtain the advice of a licensed medical practitioner to ensure that the employee can safely perform his/her job responsibilities while he/she is taking his/her medication(s).
 - b. Where there is a legitimate and District-authorized purpose, an employee may possess and use otherwise-lawful products for such authorized purpose(s), even if the product could be an intoxicant if the product were consumed or misused (e.g., because the product contains alcohol or emits hazardous vapors).
4. Drugs and Alcohol Testing Based on Individualized Circumstances (Reasonable Suspicion): If a supervisor or administrator has actual knowledge of or reasonable suspicion concerning an employee's employment-related possession or use of alcohol or controlled substances in violation of District policy or any applicable law (e.g., use on the job or being under the influence upon reporting for work or while working), the employee may be required to submit to testing for alcohol and/or controlled substances. Any drug and alcohol testing of District employees shall be conducted using procedures that reasonably

protect the privacy interests of the employee and the integrity of the test results. Board Policy 3122 expands on this procedure.

5. Position-Based and Duty-Based Restrictions and Requirements: Certain employees may be subject to additional requirements and restrictions related to alcohol and drugs based on their positions or job duties. For example:
 - a. CDL and School Bus Drivers:
 - (1) Any employee who holds a commercial driver's license and who is responsible for driving a school bus or other qualifying commercial motor vehicle as part of their employment is subject to U.S. Department of Transportation regulations that address alcohol and drug use/testing and to the District's related policies and procedures. 49 C.F.R. Parts 40 and 382.
 - (2) No employee may drive, operate, or be on duty time with respect to a commercial motor vehicle or any school bus while having a detectable alcohol concentration above 0.00, or within 4 hours of having consumed an intoxicating beverage (regardless of the beverage's alcohol content) or having been under the influence of an intoxicating beverage to a degree which renders the individual incapable of lawfully and safely driving. § 346.63(7), Wis. Stats.; § Trans 300.16, Wis. Admin. Code.
 - b. Work under a Federal Grant or Federal Contract: An employee who is engaged in the performance of a federal contract or qualifying federal grant must notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace. This notification shall be made within 5 days of the conviction, and the District Administrator or his/her designee must then notify the appropriate federal agency and take other appropriate action. 41 U.S.C. § 8103(a)(1)(D)
6. Consequences for Drug and Alcohol Violations: Compliance with the District's policies and rules regarding alcohol and drugs in the workplace is mandatory and a condition of employment. School employees shall cooperate with supervisors and with law enforcement personnel in investigations concerning any possible violations of these provisions. Employees who violate the District's policies or rules regarding these substances are subject to consequences, including referral to drug and alcohol counseling or rehabilitation programs, District EAP, reassignment, monitoring plans (which, to the extent permitted by law, may include testing), discipline (up to and including termination), and/or referral to appropriate law enforcement officials.
7. Employee Assistance Program: The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical, or productivity concerns or problems, which may also involve concerns related to alcohol or controlled substances. The EAP helps in the prevention, identification, and resolution of these problems and concerns. Information about the EAP, including contact information for the program, can be obtained from District office.

3.16 False Reports

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

3.17 Financial Controls and Oversight

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District

financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. See Board policy 8900.

3.18 Fraud and Financial Impropriety

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

A. Fraud and financial impropriety shall include but is not be limited to the following:

1. forgery or unauthorized alteration of any document or account belonging to the District;
2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
4. impropriety in the handling of money or reporting of District financial transactions;
5. profiteering as a result of insider knowledge of District information or activities;
6. unauthorized disclosure of confidential or proprietary information to outside parties;
7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy.
9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
10. failure to provide financial records required by state or local entities;
11. failure to disclose conflicts of interest as required by law or District policy;
12. disposing of District property for personal gain or benefit and,
13. any other dishonest act regarding the finances of the District.

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

3.19 Gifts and Sale of Goods and Services

A. Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students.

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to District office for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to

influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to Board policy 1130 for information on conflicts of interest and for gifts and solicitations and § 19.59, Wis. Stats.

- B. **Sale of Goods and Services:** No District employee may receive for his or her personal benefit anything of value from any 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.

3.20 Honesty

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

3.21 Investigations

- A. **Expectation of Cooperation:** In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph “B”. Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee’s failure to comply with the directive may constitute “insubordination,” a violation that will be grounds for disciplinary action up to and including termination.
- B. **Investigation interplay with potential criminal conduct:** If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- C. **Title IX Investigations:** An employee who is a Title IX respondent may opt to not participate in a Title IX formal complaint procedure (e.g., refuse to be interviewed) based on the language in 34 CFR 106.71 without having any adverse inference drawn exclusively from the employee’s refusal to participate in such procedure.
- D. **Administrative Leave:** The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

3.22 Licensure/Certification

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

3.23 Anti-Nepotism and Related Conflicts of Interest

- A. **Definition.** In this section, the term “related person” means an employee’s spouse, former spouse, an individual who lives in the same residence as the employee, a person with whom the employee regularly shares household and other living expenses, a person for whom (or from whom) the employee pays (or receives) more than one half of the payee’s financial support, or any person who, including as the result of adoption, is the employee’s:

- | | | |
|----------|---------|---------------|
| • Parent | • Aunt | • Step-Parent |
| • Child | • Uncle | • Step-Child |

- Sister
- Brother
- Grandparent
- Grandchild
- Niece
- Nephew
- First Cousin
- Parent-in-Law
- Brother-in-Law
- Sister-in-Law
- Grandparent-in-Law

- B. **Standard for Employment Decisions.** Subject to all applicable laws and Board policies, the Board expects hiring and employment decisions to reflect the best interests of the District, which includes neither arbitrarily favoring nor arbitrarily disfavoring an applicant or candidate solely because the individual is related to a current District employee or current District official.
- C. **Prohibited Conduct.** Subject to subsection D, below, no District employee may do any of the following:
1. Participate in the applicant screening, interview, and/or candidate selection processes for any position of employment within the District (including internal promotions and transfers) when a related person is an applicant or candidate for the position.
 2. Make or participate in making a recommendation or decision directly affecting the terms or conditions of employment of a related person (including appointment, retention, contract status, work assignments, compensation, evaluation, discipline, promotion, or demotion), or attempt to influence any officer, employee, or agent of the District in making such recommendations or decisions. In connection with employment references:
 - a. A District employee may not serve as an employment reference for the employee's spouse, for an individual for whom (or from whom) the employee pays (or receives) more than one half of the payee's financial support, or for an individual as to whom the employee has a personal pecuniary interest in the individual's employment.
 - b. A District employee may serve as an employment reference for other related persons without violating District policy if, in providing the reference, the employee expressly discloses the nature of their relationship to the job candidate.
 3. Immediately supervise or otherwise exercise material jurisdiction, supervision, or direction over a subordinate-level employee who is a related person. When a supervisory-level position and a subordinate-level position are in the same direct line of supervisory authority, but the supervisory position is not the immediate/first-level supervisor of the subordinate position, such status as a second-level (or higher) supervisor **is** sufficient to constitute material jurisdiction, supervision, or direction over the subordinate position.
- D. **Exceptions Approved at the Discretion of the District.** Unless prohibited by law, the District Administrator or the School Board may expressly approve exceptions to the prohibitions listed in subsection C, above, based on a determination that the exception is in the best interests of the District, including that appropriate modifications to the relevant line(s) of supervisory authority or to the job responsibilities of the affected employees will be implemented such that the District is satisfied that the potential conflicts of interest will be sufficiently mitigated. The Board shall approve any such exception that involves the District Administrator. Even if it may be possible in a specific situation for the District to modify supervisory relationships and responsibilities, lines of authority, or specific job duties to eliminate or minimize a potential conflict of interest involving related persons, the District is not obligated to do so.

* The District acknowledges the existence of familial relationships between Board members, Administration, teachers, and support staff. With this, the Board has made clear that no Board member or administrator will directly influence the appointment, retention, contract status, work assignments, individual compensation, evaluation, discipline, promotion, or demotion of a related person. However, unless otherwise specified, all Board members and administration may take part in decisions regarding, compensation, insurance, and working conditions of an entire group of employees such as teachers or support staff.

- E. **Disclosure Obligations.** Any District employee who (1) has supervisory/managerial duties with respect to other positions; (2) is involved in determining the individualized terms or conditions of employment for any position; **or** (3) is involved in the applicant screening, interview, and/or candidate selection processes for any position of employment within the District shall promptly disclose the following to an appropriate supervisor or administrator:
1. Any relationship to another District employee that creates a current or imminent conflict of interest under subsection C, above.
 2. Any relationship to a known job applicant/candidate for a District position that would give rise to a conflict under subsection C, above, if either (1) the employee who is making the disclosure were to participate in the relevant personnel process; or (2) the applicant/candidate were to be hired, selected, or assigned to the position.
 3. Any close personal relationship to another District employee or to an applicant, separate from a professional or other work-related connection, that a reasonable person would consider to be relevant to the District's managerial decisions regarding a pending District employment process, a pending employment decision, or an existing or pending job assignment involving the employee or the person with whom the employee has the disclosed relationship.

3.24 Operators of District Vehicles, Mobile Equipment and Persons Who Drive Vehicles for a District Purpose within the Scope of their Employment

- A. **Applicability:** Except as otherwise expressly limited or expressly expanded by provisions within this section, paragraphs "B" and "C" in this section apply to each employee who is in any one or more of the following categories:
1. **CDL/School Bus Drivers.** Any employee whose District position requires the employee to hold a Commercial Driver License (CDL) or school bus endorsement and to operate a school bus or other commercial motor vehicle under such license. Such drivers are also subject to many additional state and federal laws and regulations regarding license eligibility/renewal, employee reporting, and other requirements (e.g., drug and alcohol testing) that are **not** covered in this section.
 2. **Employees Providing Non-Bus Student Transportation.** Any employee who is currently authorized by the District to provide student transportation using an alternative (i.e., non-school bus) vehicle, as defined in § 121.555 of the Wisconsin Statutes. Such drivers are also subject to additional vehicle, driver, background search, and employee reporting requirements established in state law that are **not** covered in this section. All employees driving district owned vehicles must also complete a driver approval form in the district office each school year.
 3. **Drivers of District Vehicles.** Any employee who is required or authorized as part of their District-assigned job duties to drive a District vehicle on any public road or highway or on any public or private property, on other than a purely emergency basis. A District vehicle is a motor vehicle owned by the District or leased or rented by the District from a third party (i.e., **not** including any personal vehicle that is privately owned, leased, or rented by the employee).
 4. **Employees Driving Personal Vehicles for a District Purpose.** Any employee who, on other than an occasional, sporadic, and incidental basis, drives a personal motor vehicle (e.g., privately owned, leased, or rented) for a District purpose within the scope of their employment **and** who is eligible to receive mileage reimbursement or a similar travel-related allowance from the District for such driving. The District Administrator will determine if an employee is deemed to drive a personal vehicle for District purposes on more than an occasional, sporadic, and incidental basis and notify each such employee that they are subject to this section.

5. Drivers of District Mobile Equipment. Any employee who, as part of their District-assigned job duties and on other than an occasional, sporadic, and incidental basis, drives safety-sensitive “mobile equipment” that is owned, leased, or rented by the District. “Mobile equipment” includes but is not limited to equipment such as tractors, ATVs/UTVs, riding lawnmowers, forklifts, pallet jacks, trenchers, and golf carts. The District Administrator will determine the positions and the specific mobile equipment operations that fall under this provision and shall notify each employee who is deemed to drive equipment covered by this paragraph that the employee is subject to this section.
- B. Operating Record from the Department of Transportation: For all employees identified in Paragraph “A,” above, the District will request, and the employee shall cooperate as needed with a District review of, the employee’s driver operating record from the Wisconsin Department of Transportation and from any other jurisdiction that the District may deem appropriate (1) at the time of initial authorization as an employee driver and (2) whenever otherwise required by law.
- C. Employee Reporting of Traffic Violations, Convictions, Accidents and License Issues: Employees identified in Paragraph “A,” above, shall promptly notify their immediate supervisor or District Administrator of each instance of the following:
 1. Any driving citation (other than a parking citation) that the individual receives for driving any vehicle at any time and in any jurisdiction.
 2. Any charge made, citation received, or conviction for (1) operating a vehicle while impaired/intoxicated or with a prohibited alcohol concentration (whether as a first offense or any subsequent offense), or (2) driving after revocation or suspension of the individual’s license.
 3. Any conviction of any law or ordinance relating to motor vehicle traffic control (other than a parking violation) in connection with any motor vehicle at any time and in any jurisdiction.
 4. Any accident that occurs in which the individual was involved as the operator of any motor vehicle, at any time and in any jurisdiction, regardless of whether the individual was issued a traffic citation or charged with any offense.
 5. Any suspension or revocation of the individual's driver license or operating privilege, or any cancellation or suspension of a school bus endorsement, by this state or another jurisdiction.
 6. Solely for employees whose District position requires the employee to hold and operate a vehicle under a Commercial Driver License (CDL) or school bus endorsement, any suspension, revocation, or cancellation of such a license or endorsement by any state, or any disqualification or loss of the privilege to operate a commercial motor vehicle or school bus for any period of time in any state, including any out-of-service order issued against the individual.
 7. Solely for employees who drive a vehicle to provide student transportation on behalf of the District, any conviction or operating privilege revocation that, under § 121.555 of the Wisconsin statutes, makes the individual ineligible to operate an alternative vehicle for student transportation; or, if the employee holds a valid school bus endorsement, any conviction or operating privilege revocation that disqualifies the individual from issuance or renewal of a school bus endorsement under state law.

Regardless of any longer time period for reporting that may be permitted for purposes of minimum compliance with a state or federal law, “prompt” reporting by the employee under District expectations means before the end of the first business day after the day (1) of the occurrence of an accident or (2) on which the employee receives notice of the citation, conviction, or license action. If the employee initially gives a notice required under this paragraph verbally, the employee shall supplement the verbal notice with timely written notice. If the employee initially provides notice to his/her immediate supervisor, the immediate supervisor shall promptly report the issue to the District Administrator.

- D. Contract Requirement for Drivers Engaged in Student Transportation: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the

Board. In addition, the owner or lessee of all privately-owned motor vehicles transporting pupils for compensation shall be under written contract with the Board.

- E. Allowances for Mileage Reimbursement: Mileage-based reimbursement amounts for employee use of a personal motor vehicle for District business are at the current IRS rate. Use of a personal vehicle which will involve mileage reimbursements is expected to be preapproved by the administration, and reimbursement may be denied if not preapproved. The District may direct an employee to use a District vehicle rather than a personal vehicle when a District vehicle is available and appropriate for the purpose. An employee who is subject to the minimum insurance requirements found in paragraph “F” of this section (see below) must maintain such minimum insurance in order to be eligible to receive mileage-based expense reimbursement.
- F. Insurance Requirements: Upon District request, an employee who is subject to the minimum vehicle insurance requirements under this subsection shall provide proof of such insurance. The employee shall also immediately notify District Office if their vehicle insurance lapses, is cancelled, or otherwise ceases to meet the minimum requirements stated in this subsection.
1. Employees Transporting Students in a Personal Vehicle should be done only as a last resort and with pre-approval from the district administrator. If this were approved, the employee must provide evidence of proper insurance for the transportation.
 2. Employees Driving Personal Vehicles for Mileage Reimbursement for Purposes Other than Transporting Students: Employees who are authorized to drive their personal vehicle for District business for mileage reimbursement on more than an occasional, sporadic, and incidental basis and who are notified by the District that they are subject to the record check and reporting requirements of this section, but who do **not** transport students in connection with such use, shall carry the following minimum insurance policy limits of \$10,000 property damage, \$25,000 in bodily injury, and \$50,000 total limit for each accident for each personal vehicle that is used for that purpose.
- G. Liability and Related Information:
1. Primary Insurance: Whenever an employee is driving a personal vehicle in connection with District business, the employee’s personal auto insurance shall be considered primary insurance and any District insurance that may apply shall be considered secondary insurance.
 2. Reimbursement of Insurance Deductible when Employee Not at Fault: Damage to an employee’s personal vehicle that is operated in the scope of employment for mileage reimbursement and/or for the District-authorized transportation of students may be reimbursed by the District, in its discretion, provided the District’s maximum reimbursement shall not exceed the actual insurance deductible amount, up to a maximum reimbursed deductible amount of five hundred dollars. No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.
 3. Tickets, Citations, Fines, or Forfeitures: Payment for any ticket, citation, fine, or forfeiture received in connection with driving/operating a District vehicle or District mobile equipment, or while driving a personal vehicle within the scope of employment, is the responsibility of the driver/operator and will not be reimbursed by the District.

3.25 Outside Employment

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee’s regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The Board of Education expects employees to devote maximum effort to the position in which employed. An employee will

not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment.

3.26 Personal Appearance/Staff Dress Code

District employees are judged not only by their service but also by their appearance. It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. Remember, to our students, parents and the public, employees represent the District.

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.

Jeans are allowed on Fridays as part of Jeans Day fundraiser and other days may be selected and approved by administration throughout the year.

Appropriate safety gear shall also be worn at all times as deemed necessary. Designated employees (e.g. custodial, cleaning, maintenance, transportation, food service et al) are prohibited from wearing open-toed or slip-on shoes during regular work hours.

3.27 Personal Property

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

3.28 Personnel Files

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

If the request to review personnel records is pursuant to an active grievance filed by that employee, the District will provide copies of the records to the employee, at the employee's expense, and the employee and his or her representative may examine the copies outside of the presence of the administrator/records custodian.

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed

record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

3.29 Personnel – Student Relations

District staff members are expected to conduct themselves in a manner that promotes the health, safety, and wellbeing of students, including by establishing and maintaining role-appropriate communicative, physical, emotional, and social boundaries in their interactions with students. This requires every staff member to consistently exercise sound judgment that is context dependent and that gives due consideration to the staff member's District-assigned role and responsibilities.

In performing their responsibilities and interacting with students, District staff members are expected to (1) uphold the rights of students, as established by state and federal law and under District policies; (2) comply with the District's separate policy that establishes standards for appropriate content and appropriate methods of communication with students; and (3) model behaviors that are expected of students, including by following applicable rules, engaging in respectful interpersonal interactions, and acting in an ethical manner. When interacting with students, no staff member may engage in any activity or communication that constitutes, encourages, or invites (1) unlawful conduct; (2) conduct that would unreasonably endanger the safety or well-being of any person; or (3) conduct that compromises relevant boundaries and jeopardizes the staff member's ability to serve effectively in his or her District-assigned role, such as by engaging with students in an inappropriate, peer-like relationship that affects the staff member's ability to serve as an effective authority figure.

Examples of unlawful conduct that is, of course, also prohibited as a matter of District policy and that would be among the most serious types of misconduct that a staff member could commit in interactions with students include any conduct that (1) constitutes an assault; (2) constitutes abuse; or (3) reflects the elements of a crime defined under Chapter 948 of the Wisconsin Statutes. Other egregious misconduct would include a staff member (1) engaging a student in a relationship that a reasonable person would perceive as being sexual or romantic in nature; or (2) engaging in communication or other conduct, or any course of conduct, that manipulates, coerces, or grooms a student to engage in, or to consider engaging in, an inappropriate relationship or other inappropriate behavior that endangers the welfare of a student. For these purposes:

- Grooming includes communications that are part of any course of conduct or pattern of behavior that a reasonable person would view as conditioning, seducing, soliciting, luring, or enticing a student to engage in, or to consider engaging in, inappropriate behavior.
- Grooming can occur, for example, by exploiting a student's vulnerabilities, by creating inappropriate emotional dependence, or by normalizing or desensitizing the student to inappropriate conduct. Grooming often involves, but is not limited exclusively to, sexual or romantic contexts.
- Specific examples of conduct or behaviors that might be part of a violation that involves prohibited manipulation, coercion, or grooming of a student include the following:
 1. Using written, electronic, or digital communications or devices, including but not limited to, text messages, emails, social media, local bulletin board services, or online services or platforms, to seduce, solicit, lure, or entice a student for any exploitative purpose.
 2. The provision or promise of gifts, favors, privileges, inordinate special attention, or other items of value with the intent to lower a student's inhibitions, gain and exploit trust, or create emotional dependence.
 3. An act intending to isolate a student, or to encourage a student to separate from, or stop communicating with, family, peers, guardians, or other trusted adults.
 4. Comments, suggestions, or conversations of a sexual nature directed toward a student, such as commenting on sexual attractiveness, using sexual innuendo, sharing information about a student's or an adult's sexual experiences, or communicating other sexually explicit content or sexualized subject matter.
 5. Exploiting a power dynamic, such as by offering improper benefits or privileges or by inappropriately threatening to impose negative consequences in a quid pro quo posture.

6. Sexualized or other inappropriate physical contact or attempts to initiate such contact.
7. Using threats, bribery, fear, intimidation, harassment, embarrassment, or guilt to facilitate the start or continuation of an inappropriate relationship or other inappropriate conduct.
8. Soliciting or encouraging secrecy or concealment to avoid detection, oversight, or accountability for inappropriate communication or inappropriate conduct.

3.30 Physical Examination

- 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.
- 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/or the ability of the employee to perform essential functions of the job with or without reasonable accommodation, and consistent with 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 discharge/termination.

3.31 Political Activity

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

- A. No school employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics.
- B. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a "political purpose" includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.
- C. 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. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District's policies regarding facilities use by third parties.
- D. 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.
- E. This section does not apply to the provision of information by school employees in connection with any election, referendum or legislation where authorized by the school board or District Administrator and where consistent with legal limitations on the use of public funds and school District resources.

3.32 Position Descriptions

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

3.33 Severance from Employment

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

- A. Termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- E. failure to return to work following recall from layoff within fourteen (14) calendar days of receipt of notice to do so only applicable to employees where layoff rights are expressly provided for in other sections of this *Handbook*;
- F. the employee having been on layoff for twelve (12) consecutive months only applicable to employees where layoff rights are expressly provided for in other sections of this *Handbook*.
- G. failure to return to work the day following the expiration of an authorized leave of absence; and
- H. job abandonment.

3.34 Solicitations

Individuals, groups and organizations often wish to solicit employees to support a particular activity or organization. This solicitation may be charitable, political or for other purposes. All solicitations of employees must be approved in advance by the administration and be consistent with Board Policy.

3.35 Student Code of Conduct and Handbook

The Student Code of Conduct and *Handbook* is available online at www.bangor.k12.wi.us.

3.36 Teamwork

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are:

- A. Getting to know co-workers and their capabilities.
- B. Helping to create a pleasant, caring and enjoyable work atmosphere.
- C. Making use of District technology to effectively communicate with all employees in the District.
- D. Making use of District technology in order to perform all job functions well.

Teamwork is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District's mission.

3.37 Employee (Whistleblower) Protection

- A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.

- B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.
- C. Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.
- D. Notice of Employee Whistleblower Rights Related Specifically to Federal Funding Received by the District:

As a recipient of funding from various federal sources, the District is required to provide employees with notice of whistleblower protections that apply to employees of recipients of federal awards, federal grants, or federal contracts. Specifically, under [section 4712](#) of Title 41 of the United States Code, no District employee may be discharged, demoted, or otherwise discriminated against as a reprisal for making a protected disclosure of information that the employee reasonably believes is (1) evidence of gross mismanagement of a federal contract or grant, (2) a gross waste of federal funds, (3) an abuse of authority relating to a federal contract or grant, (4) a substantial and specific danger to public health or safety, or (5) a violation of a law, rule, or regulation related to a federal grant or a federal contract (including the competition for or negotiation of a contract). Section 4712 expressly covers and protects disclosures of such information to any of the following:

1. A management official or other employee of the District who has the responsibility to investigate, discover, or address such misconduct. Examples of such management officials include the District Administrator.
2. A federal employee responsible for contract or grant oversight or management at the relevant agency.
3. An authorized official of the U.S., Department of Justice or other law enforcement agency.
4. A member of Congress or a representative of a committee of Congress.
5. A federal Inspector General (e.g., the Inspector General of a federal executive agency).
6. The federal Government Accountability Office.
7. A court or grand jury, including providing evidence of misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a federal contract or grant.

If a District employee believes that they have been subjected to a reprisal prohibited by [section 4712](#), the employee may submit a complaint to the Inspector General of the federal executive agency that is responsible for the relevant federal funding or federal contract. The federal agency and the agency's Inspector General

have authority to investigate such complaints and provide appropriate remedies (including but not limited to compensatory damages) for substantiated complaints.

3.38 Work Spaces, Including Desks, Lockers, etc.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for within this *Handbook*.

3.39 Work Made for Hire

“Materials” paid for by the District through the course of regular employment, assigned workload or additional assignment payment that are identified as services performed by the employee under the employee’s contract or letter of assignment are owned by the District, except as the District may otherwise agree in writing. Such materials are considered to be “works made for hire,” which are the sole property of the District (including all intellectual property rights thereto). Occasionally an employee has questions regarding the use of such materials to be included in books, shared on websites or included in other commercial materials. Such materials created by the employee during the course of employment may include lesson plans, staff development presentations, or tests/test items. Any work prepared by an employee within the scope of the employee’s employment is owned by the District, unless the employee and the District have executed a separate agreement regarding ownership, use and distribution rights. As such, works made for hire should not be disseminated or retransmitted without the express written consent of the District. An employee with questions regarding ownership or copyrights on materials prepared within the scope of his/her employment should consult with his/her supervisor.

3.40 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 Commerce 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 Commerce to conduct an inspection.

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance within this *Handbook* and District policy 7430 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. See WIS. STAT. § 101.055; Public Employee Safety and Health, available at <https://dsps.wi.gov/Documents/Programs/PublicSafety/SBD9301.pdf>

D. Weapons Prohibition: Except as otherwise permitted by this section or Board policy, firearms and dangerous weapons are prohibited on all District property. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: §§ [120.13\(1\)](#), [948.60](#), [605](#), [61](#), Wis. Stats.

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 provision (e.g., law enforcement officers and certain former law enforcement officers, possessing a firearm or other weapon on school grounds).
 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 District Administrator. 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.
- E. Disaster Preparedness: 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.

3.41 Violence in the Workplace

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

1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
 2. Threat: A communicated intent to inflict physical or other harm on any person or property.
 3. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
 4. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.
- C. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
1. Assault or battery.
 2. Blatant or intentional disregard for the safety or well-being of others.
 3. Commission of a violent felony or misdemeanor.
 4. Dangerous or threatening horseplay or roughhousing.
 5. Direct threats or physical intimidation.
 6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
 7. Physical restraint, confinement.
 8. Possession of weapons of any kind on District property [please see section 3.43].
 9. Stalking.
 10. Any other act that a reasonable person would perceive as constituting a threat of violence.
- D. Reporting Procedure: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
 2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.

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

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

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

3.42 Breastfeeding

A. Requests for Break Time and an Appropriate Location

1. Upon request and to the extent required by law, the District shall provide a reasonable break time for an employee to express breast milk for the employee's nursing child for one year after the child's birth each time the employee has the need to express milk. After one year, the District's specific legal obligations change. However, an employee may ask the District to consider further arrangements to express breast milk after the one-year period.
2. The District shall also provide an appropriate place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.
3. A request for break time to express breast milk, for the designation of an appropriate location to express breast milk, or for adjustments to break schedules or break locations shall be submitted in writing (e.g., via email) to the building principal.

B. Compensation for Break Time

1. Whether a lactation break period is considered a paid or unpaid break and whether any deduction from an accumulated leave balance may be applied in connection with a lactation break can vary under applicable laws and due to factors such as the employment classification of the position held by the employee and the specific timing and length of the break(s). However, a break provided to an employee to express breast milk must be considered compensable time worked if any of the following apply:
 - a. A state law, federal law, or local ordinance independently requires that the break be treated as paid time; or
 - b. The employee uses a District-provided break period to express milk that would be a paid break if it were used for other purposes; or
 - c. The employee is not completely relieved from duty during the break.

3.43 Staff Use of Force to Maintain Student Discipline

A. Corporal punishment and staff use of reasonable and necessary force to maintain student discipline.

1. Staff are prohibited from using corporal punishment on students. "Corporal punishment" means the intentional infliction of physical pain which is used as a means of discipline. "Corporal punishment" includes, but is not limited to, paddling, slapping or prolonged maintenance of physically painful positions, when used as a means of discipline. "Corporal punishment" does not include actions consistent with an individualized education program or reasonable physical activities associated with athletic training.
2. Staff may use reasonable and necessary force for the purposes described below. The use of reasonable and necessary force for such purposes is not prohibited corporal punishment:
 - a. To quell a disturbance or prevent an act that threatens physical injury to any person.
 - b. To obtain possession of a weapon or other dangerous object within a student's control.
 - c. For the purpose of self-defense or the defense of others under § 939.48 Wis. Stat.
 - d. For the protection of property under § 939.49 Wis. Stat.
 - e. To remove a disruptive student from a school premises or motor vehicle or from school-sponsored activities.
 - f. To prevent a student from inflicting harm on himself or herself.
 - g. To protect the safety of others.
 - h. Staff may use incidental, minor or reasonable physical contact designed to maintain order and control.

B. Staff are prohibited from conducting a strip search of any student.

C. Seclusion and Physical Restraint of Students.

1. Staff are prohibited from using seclusion as a means to discipline students or control student conduct except where authorized in advance by the administration and then only in a manner consistent with state law (§ 118.305, Wis. Stat.). “Seclusion” means the involuntary confinement of a student, apart from other students, in a room or area from which the student is physically prevented from leaving.
2. Staff are prohibited from using physical restraint as a means to discipline students or control student conduct except where authorized in advance by the administration or in the case of an emergency as described below and then only in a manner consistent with state law (§ 118.305, Wis. Stat.). “Physical restraint” means a restriction that immobilizes or reduces the ability of a student to freely move his or her torso, arms, legs, or head.
 - a. Except as is provided in subsection “b.,” below, no employee may use physical restraint unless that employee has received training in the use of physical restraint as required by state law (§ 118.305(6), Wis. Stat.).
 - b. Staff who have not received training in the use of physical restraint may use physical restraint on a student at school only in an emergency and only if a staff member trained in the use of physical restraint under state law is not immediately available due to the unforeseen nature of the emergency.
3. Nothing in this section prohibits staff from doing any of the following at school if the student is not confined to an area from which he or she is physically prevented from leaving:
 - a. Directing a student who is disruptive to temporarily separate him or herself from the general activity in the classroom to allow the student to regain behavioral control and staff to maintain or regain classroom order.
 - b. Directing a student to temporarily remain in the classroom to complete tasks while other students participate in activities outside the classroom.
 - c. Briefly touching or holding a student’s hand, arm, shoulder, or back to calm, comfort, or redirect the student.

3.44 Expectations for Employees Subpoenaed to Testify

On or before the first business day after the receipt of a subpoena to testify or a formal notice of deposition, an employee shall give the District Administrator notice if he or she will have to be absent from employment because he or she has been subpoenaed to testify in a court proceeding or action or to otherwise appear in court or at some other formal legal proceeding. The notice shall be in writing, and the employee shall provide a copy of the subpoena, notice of deposition, and/or any other associated documents requested by the administration, except as may otherwise be prohibited by law. An employee who receives notice that he/she is required report for jury duty, should refer to this handbook.

SECTION 4 MANAGEMENT RIGHTS

4.01 Delineation of Rights

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this *Handbook*/individual contracts and then only to the extent such

specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited by enumeration to, the following rights:

- a. To direct all operations of the school system;
- b. To establish and require observance of reasonable work rules and schedules of work;
- c. To hire, promote, transfer, schedule and assign employees in positions within the school system;
- d. To suspend, discharge and take other disciplinary action against employees;
- e. To relieve employees from their duties because of lack of work or any other legitimate reason;
- f. To maintain efficiency of school system operations;
- g. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
- h. To introduce new or improved methods or facilities;
- i. To select employees, establish quality standards and evaluate employee performance;
- j. To determine the methods, means and personnel by which school system operations are to be conducted;
- k. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- l. To determine the educational policies of the District; and
- m. To contract out for goods and services.

4.02 Sole Basis

This section does not describe any rights of the Association or of employee(s). Accordingly, the Association and/or an employee(s), may not base any charge of a Handbook violation under the District's grievance process Board policy 3340 or any other forum solely on this section.

SECTION 5 GRIEVANCE PROCEDURE

5.01 Purpose

The purpose of this Section is to provide for an internal method for resolving grievances under the terms of the *Employee Handbook*. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

5.02 Definitions

- A. Grievance: A "grievance" is defined as any complaint that arises underneath this *Handbook* regarding the interpretation, application or violation of this *Handbook*.
- B. Grievant: A "grievant" may be any employee **or group of employees**.
- C. Day: The term "days" as used in this Article shall mean regularly scheduled workdays, unless otherwise indicated.
- D. "Discipline" is defined in Part I, of the *Handbook*.
- E. "Termination" is defined in Part I of the *Handbook*.
- F. "Workplace safety" is defined in Part I of the *Handbook*.

5.03 Time Limits

The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start

the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.

5.04 Grievance Processing Procedure

Grievances shall be processed in accordance with the following procedure:

Step One - Informal Resolution: An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within thirty (30) days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant(s) shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant and (if applicable and appropriate) the representative of his/her answer within ten (10) days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file a written grievance.

Step Two - Written Grievance: If the grievance is not resolved at Step One, the grievant shall file a written grievance with the immediate supervisor within ten (10) days after the earlier of the following: (1) receipt of the Step One response; or (2) the District's deadline for providing a Step One response (if no response is provided). The written grievance shall include the facts upon which the grievance is based, the issues involved, the *Handbook* provision alleged to be violated and the relief sought. The grievance shall be signed and dated by the grievant. The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the District Administrator.

If the grievant's immediate supervisor is the District Administrator, the grievant shall skip Step Three and proceed directly to Step Four if he/she is not satisfied with response of his/her immediate supervisor at Step Two (or if no answer is provided in the above timeframe).

Step Three - Appeal to District Administrator: If the grievance is not resolved at Step Two, the grievant may appeal the written grievance to the District Administrator within ten (10) days after the response at Step Two or if no response is provided within ten (10) days of the deadline for the response. The District Administrator shall meet with the grievant(s) and/or the employee's designated representative and the principal or immediate supervisor within ten (10) days after receiving the written grievance. The District Administrator shall respond to the written grievance within ten (10) days of the meeting or at a later date as determined by the District Administrator if further investigation is warranted. The District Administrator shall indicate in writing the disposition of the grievance and forward it to the grievant and (if applicable and appropriate) the grievant's representative. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the impartial hearing officer.

Step Four - Appeal to Impartial Hearing Officer: If the grievance is not resolved in Step Three, the employee must notify the District Administrator, within ten (10) days after receipt of the District Administrator's answer or if no response is provided within ten (10) days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer.

This step of the process is available only if the alleged violation of District policy or *Employee Handbook* involves discipline, termination, or workplace safety. Grievances involving any other issue may be appealed directly to the Board under Step Five, and the Board shall review the decision that the District Administrator issued in Step Two or Three.

If there is a dispute over the timeliness or the ability to use the grievance procedure on the issue, the Administration shall have the discretion to bifurcate the hearing for the purpose of deciding those issues (i.e.

address whether the grievance was filed in a timely manner before hearing the merits of the grievance or address whether the content of the grievance is properly before the impartial hearing officer).

Step Five – Appeal to Board of Education: If the grievance is not resolved at Step Four, the grievance may be appealed to the School Board within ten (10) days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer's decision to the Board. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing.

On appeal from Step Four, the hearing officer's factual findings and conclusions of law shall have distinct standards of review. The Board shall accord some deference to the hearing officer's findings of fact but (1) may modify any such findings if, after consulting with the hearing officer, the Board concludes that the most reasonable view of the record calls for modification of one or more of the findings; or (2) may remand the case to the hearing officer for further factual development and (if necessary) revised conclusions of law. In terms of conclusions of law and mixed questions of fact and law, the Board shall apply a *de novo* standard of review, meaning that the hearing officer's findings shall be accorded no deference.

The Board shall render a written decision that affirms, reverses, or modifies the decision of the hearing officer (or, if applicable, of the District Administrator). Such decision shall be rendered in a timely manner and shall be sent to the administration, the grievant, and (if applicable) the grievant's representative. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

Grievances Filed by the District Administrator:

In the event a grievance is filed by the District Administrator, it shall be initially filed with the Board President and Board Clerk according to the deadlines established within Step 1 of this grievance procedure, above, and the Board shall have the role and responsibilities of the District Administrator in Step 2 and elsewhere in the process. All other notices provided by the District Administrator acting as a grievant shall similarly be filed with the Board President and Board Clerk.

5.05 Grievant's Right to Representation

Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.

5.06 Consolidation of Grievances

Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the Administration.

5.07 Group Grievances

Group grievances involve more than one employee and any of the following:

- A. More than one work site;
- B. More than one supervisor; or
- C. An administrator other than the immediate supervisor

Such grievances may be initially filed at Step Three; however, they shall follow the initial timelines for filing the grievance at steps One and Two above.

SECTION 6 PAY PERIODS

6.01 Annualized Payroll Cycle

A. School Year Employees:

1. Annualized Payroll: Employees scheduled to work the school year will be paid on a twelve (12) month payroll cycle. Employees wishing to only be paid during their working months (10) may request that their payroll be changed in the finance office of District office. Such request shall be made in writing and submitted to the business office by June 1. For employees with an individual contract, such election may be provided at the same time as the issuance of the individual contract or letter of intent. All school year employees covered under this provision shall have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the District-approved format.
2. School Year Payroll: For employees who request to be paid on a ten (10) month payroll cycle, the payroll cycle shall be on a ten (10) month basis and shall be placed on a twenty-one (21) payroll cycle.

B. Calendar Year Employees: All employees scheduled to work the calendar year will be placed on the twenty-six (26) payroll cycle.

6.02 Payroll Dates

The payroll dates shall be every other Friday. For school year employees, the first payroll shall be issued on the second or third Friday in August depending on the current 2-week rotation.

6.03 Direct Deposit Payment Method

All employees shall participate in a direct payroll deposit plan. Direct deposit statements will be emailed to the employee's District email account on each pay day. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing. Each non-exempt employee shall, with each electronic payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received. In addition to the above, each employee shall have access to electronic records indicating the number of accumulated sick leave days, the number of personal days remaining to the employee's credit, the number of emergency days that have been used, and the number of vacation days to be taken and the number remaining.

6.04 Definitions for Payroll Purposes Only

- A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.

6.05 Salary Deferrals –Tax Sheltered Annuities (TSA)

Employees will be automatically enrolled in the district's internal revenue service (IRS) Code 403(b) savings program to invest their money through salary deferral consistent with the district 403(b) plan document. Once enrolled, the employee may change the amount deducted or opt out at any time. Contact district office for plan information.

SECTION 7 COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES

7.01 Mileage Reimbursement

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the District's office.

7.02 Reimbursement for Employee Purchases

Employees will be reimbursed for purchases and expenses that have been previously approved by administration for district related expenses when purchase orders and the District Credit cards are not possible. Tax paid by the employee will not be reimbursed. The Employee shall use every effort to use proper channels to purchase without tax.

SECTION 8 WORKER'S COMPENSATION

8.01 Worker's Compensation Coverage and Reporting Responsibilities

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the personnel office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form Appendix .

8.02 Benefits While on Worker's Compensation

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

- A. Up to and including the sixtieth (60th) calendar day of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each **workday** the employee is absent from work while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive calendar day of the leave or as long as the employee has accumulated sick leave available, whichever occurs first.
- B. Day Sixty-One (61) and thereafter of Worker's Compensation Leave: The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

8.03 Injuries Not Covered by Worker's Compensation

Some types of injuries suffered while at work may not be covered by worker's compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:

- A. The worker injured himself or herself intentionally;
- B. The worker was injured while voluntarily participating in an off-duty activity; or
- C. The injury occurred during horseplay or fighting initiated by the injured worker.

SECTION 9 SICK LEAVE

9.01 Sick Leave Earned

- A. Calendar Year Employees: Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of eleven (11) days per contract year.
- B. School Year Employees: Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of ten (10) days per contract year.
- C. Crediting of Sick Leave: Sick leave though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.
- D. Part-time Employees: Part-time employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

9.02 Sick Leave Use

- A. Sick leave shall be paid for any absence from work due to the:
 - 1. Personal illness, injury or serious health condition of the employee;
 - 2. 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(2) and section 115.76(5), Wis. Stats. (Examples of a disability include: cognitive disability, learning disability, autism, etc.)
 - 3. Employees qualifying for leave under either, or both the Wisconsin Family and Medical Leave Act or the federal Family and Medical Leave Act due to a serious health condition of a spouse, child (where use of sick leave is not otherwise permitted under this section of the Handbook), domestic partner or parent may, while concurrently using leave under either or both Acts, use no more than ten (10) sick leave days per year to maintain their regular compensation that is in addition to insurance continuation benefits that are mandated under the Acts. Year, as used in this paragraph is defined as January 1 – December 31, which shall be the same as the year defined for purposes of the District's administration of the Federal Family and Medical Leave Act.
 - 4. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
 - 5. The Bangor School District will pay each teacher in the Bangor school system the amount of \$200, in the form of a flat bonus, payable on or about the last day of the school term. From that \$200, for each day used of his or her sick leave (up to a maximum of four (4) days) \$50 will be deducted. Personal leave, when used, shall not be deducted from the \$200 amount.
- B. Definitions: the following definitions apply under this section:
 - 1. 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 or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 9.02, A (3), all definitions in this paragraph apply except for age eighteen (18).

2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse or domestic partner.
 3. Spouse: the person to whom the employee is legally married.
 4. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
 - a. Inpatient care in a hospital, nursing home, or hospice.
 - b. Outpatient care that requires continuing treatment or supervision by a health care provider.
- C. Sick Leave Days Discretion: In extenuating circumstances, sick leave days may be granted by the District Administrator or his/her designee.
- D. Sick Leave Increments: Sick leave may be allowed in increments of quarter days. (1/4, 1/2, 3/4)

9.03 Sick Leave Accumulation

Sick leave for employees will accumulate for full-time and part-time employees to a maximum of one hundred and ten (110) days.

9.04 Sick Leave and Long-term disability

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

9.05 Overused Sick Leave

If an employee were to leave the school system prior to the completion of his/her contract term or the school year for an individual teacher and had used all sick leave, a sum equal to the sick leave days not earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of eleven (11) days per contract year.

9.06 Reporting Procedure - Doctor's Certificate

If at all possible, each employee shall be required to inform his/her supervisor prior to, or within the two hours of his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.02 above. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

9.07 Holidays during Sick Leave

In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.

9.08 Sick Leave Listing

Employees may access Skyward™ or Frontline to see a report summarizing his/her sick leave and vacation usage/accumulation [if applicable] during the employment year.

SECTION 10 JURY DUTY LEAVES

10.01 Jury Duty Leave

Subject to the provision on “Payment for Time Out on Jury Duty” (see below), a non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which he or she is summoned by the court when such duty occurs during the employee’s work hours. No paid leave will be provided for jury duty that occurs outside of the employee’s regular work hours or work days.

10.02 Employee Notice

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

10.03 Payment for Time Out on Jury Duty

An employee who is unable to report for work because of jury duty will be paid the regular hours he or she is scheduled to work. The employee will send a copy of the check received from serving on the jury to the District Administrator and/or his/her designee and will be docked that amount (less any travel expenses received) on the next payroll. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

SECTION 11 BEREAVEMENT AND EMERGENCY LEAVE

11.01 Bereavement/Funeral Leave for a Death in the Immediate Family

In the event of death in an employee's immediate family, the employee shall be allowed per occurrence up to three (3) day(s) off work with pay. Such days shall be deducted from the employee’s accumulated sick leave or if no sick leave is available, taken without pay. Immediate family includes the spouse, parents, children, sibling, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse or other individuals residing in the employee’s household.

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

Employees shall be granted one (1) day(s) with pay per occurrence to attend funerals of aunts, uncles, nieces, nephews, first cousins and friends. Such days shall be deducted from the employee’s accumulated sick leave or if no sick leave is available, taken without pay.

11.03 Additional Bereavement Leave

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

11.04 Part-time Employee

Part-time employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work.

11.05 Bereavement Leave Increments

Bereavement leave may be allowed in increments of quarter days.

SECTION 12 PERSONAL LEAVE

12.01 Personal Days Provided

- A. Calendar Year Employees: Employees shall be entitled to up to two (3) days of personal leave each employment year.
- B. School Year Employees: Employees shall be entitled to up to two (3) days of personal leave each employment year.
- C. A “day” of personal leave is defined the same as a “day” of sick leave and may be used in the same increments as sick leave.
- D. Deduction from Sick Leave: The personal leave days used under this Section will be deducted from accumulated sick leave.

12.02 Personal Leave Accumulation

Personal leave for employees will accumulate for full-time and part-time employees to a maximum of three (4) days.

12.03 Reasons for Personal Leave

Personal leave may be used for compelling personal obligations which cannot reasonably be conducted outside of the employee's workday.

12.04 Personal Leave Day Restrictions

Personal leave days shall not be used to extend a holiday, vacation, or school recess period or on a parent-teacher conference day or on an in-service day unless approved at least 15 school days prior to the event by the District Administrator for extenuating circumstances. Personal leave shall not be used to engage in activities for which the employee will receive compensation from any source.

12.05 Approval of Personal Leave and the Total Number of Employees on Personal Leave

A request in writing to the Administrator shall be made as far in advance as possible, normally not less than five (5) days. To request a personal day, an employee must talk to his/her principal or designee for approval and arrange a substitute in advance.

- A. Emergencies may delay the submitting of the written statement until the employee returns to work.
- B. The Administrator has the right to approve or disapprove all requests.
- C. No more than two (2) employees per building may take personal leave on any given day when school is in session, unless the District Administrator or his/her designee grants approval to exceed the two (2) employee limit.

12.06 Part-time Employees

Part-time employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work.

12.07 Personal Leave Increments

Personal leave may be allowed in increments of quarter days.

SECTION 13 UNIFORMED SERVICES LEAVE

13.01 Uniformed Services Leave of Absence

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this *Handbook*.

The “uniformed services” consist of the following [20 CFR § 1002.5(o)]:

- A. Army, Navy, Marine Corps, Air Force and Coast Guard
- B. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve
- C. Army National Guard and Air National Guard
- D. Commissioned Corps of the Public Health Service
- E. Any other category of persons designated by the President in time of war or emergency

13.02 Seniority/Length of Service during Uniformed Services Leave

Employees shall continue to accrue length of service for wage/salary increments, if applicable, and all other purposes where length of service is a factor. The employee's absence shall not be construed as a break in service for any purpose.

Reemployment rights extend to persons who have been absent from a position of employment because of “service in the uniformed services.” “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:

- A. Active duty and active duty for training
- B. Initial active duty for training
- C. Inactive duty training
- D. Full-time National Guard duty
- E. Absence from work for an examination to determine a person’s fitness for any of the above types of duty
- F. Funeral honors duty performed by National Guard or Reserve members
- G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). *See* 42 U.S.C. § 300hh-11(d).

13.03 Request for Uniformed Services Leave

When time permits, the request for a reserve military leave should be as far in advance as possible so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the District Administrator or his/her designee.

13.04 Returning to Work after a Uniformed Services Leave

Eligible employees returning from uniformed services leave will be promptly reemployed to an appropriate position, as required and determined by applicable law.

To be eligible for reemployment in this section, all of the following requirements typically apply:

- A. The employer received advanced notice of the leave as required by section 13.03 of this handbook and by applicable federal law;
- B. Subject to limited exceptions specified in federal law, the employee has no more than five years of cumulative uniformed service away from the district;
- C. The employee must not have received a disqualifying discharge or other-than-honorable separation from service. If requested by the district in connection with a period of service exceeding 30 days, the employee must provide the district with documentation that establishes the employee's entitlement to reemployment (provided such documentation is readily available); and
- D. The employee must return to work or apply for reemployment:
 - 1. For leaves of 1 to 30 days, return to work no later than the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest period.
 - 2. For leaves of 31 to 180 days, the employee must apply for reemployment (written or verbal) with the district no later than 14 days after the completion of service. If it is impossible or unreasonable for the employee to apply within 14 days through no fault of his or her own, he or she must submit the application no later than the next full calendar day after it becomes possible to do so.
 - 3. For leaves of more than 180 days, the employee must apply for reemployment (written or verbal) no later than 90 days after completion of service.
 - 4. The reporting or application deadlines are extended for up to two years for employees who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.
 - 5. The employee's reemployment rights are not automatically forfeited if he or she fails to report to work or to apply for reemployment within the required time limits. In such cases, the employee will be subject to the district's rules governing unexcused absences.

13.05 Benefits during Uniformed Services Leave

- A. Health Benefits: Employees with coverage under the district health benefit plan on a uniformed service leave of absence of 30 days or less will continue to receive health benefits with the employee contributing no more than he or she would have paid if still employed. For leaves exceeding 30 days, employees with coverage under the district health benefit plan may elect to continue coverage for up to 24 months. Employees electing to continue coverage will be required to pay 102% of the cost of the health benefit plan. Employees returning from leave who did not continue their health benefits or who took leave for more than 24 months will be

reinstated in the health benefit plan upon reemployment, generally without any waiting periods or exclusions except for any service-related illnesses or injuries.

- B. Wisconsin Retirement System: Employees may receive service credit and Wisconsin Retirement System (WRS) contributions related to uniformed services leave when an employee leaves a WRS-covered position with the district for active military duty and returns to the district within the time frame specified in section 13.04 of this handbook.

Upon reemployment, the employee is responsible for paying any missed WRS Employee-Required Contributions (EERC). The employee has the choice to make all, some, or none of the make-up EERC related to the military leave. The district will submit WRS Employer-Required Contributions (ERRC) to match the EERC the employee chooses to make. The district will also fund any additional obligations, including interest that would have accrued on the ERRC and EERC, once those contributions are remitted. USERRA allows for make-up EERC to the WRS to be made beginning with the date of reemployment and ending on the earlier of three times the period of military service or five years, provided the employee continues to be employed by the district. The required WRS contributions are based on the earnings the employee would have made had the employee not been absent from work to fulfill obligations in the uniformed services.

SECTION 14 UNPAID LEAVES OF ABSENCE

14.01 Medical Leave

- A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The request must be accompanied by a physician's statement attesting to the disability 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 one (1) calendar year from the date the employee last performed work for the District. Unpaid leave may be granted in shorter increments than the above-state maximum total lengths, and then reviewed as necessary for a possible extension. The above-stated maximum total unpaid leave periods may be extended, if necessary, to comply with state and/or federal law.
- B. Benefits During Leave:
1. Length of service and other benefits shall not accrue during such leave.
 2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
 3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's 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, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. 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.

The employee shall be eligible to return to duty from an unpaid medical leave of absence 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, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.
- D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.
- E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such 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.

14.02 Child Rearing Leave

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least sixty (60) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the teacher is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion.
- B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:
1. Child born or adopted during the summer vacation – the following two semesters.
 2. Child born or adopted during the first semester – the balance of that semester plus the second semester.
 3. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.

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

- C. Benefits during the unpaid child rearing leave:
1. The child rearing leave is an unpaid leave.

2. During the unpaid child rearing leave, the employee may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
 3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
- D. Return from the Unpaid Child Rearing Leave: The employee shall notify the District Administrator or his/her designee of the employee's 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 he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. 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 and/or layoff, whichever is applicable.
- E. Interaction with family and medical leave provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

14.03 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons

- A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose.
- B. Benefits During Leave:
1. Length of service and other benefits shall not accrue during such leave.
 2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
 3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's 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 he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. 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 15 BENEFITS APPLICABLE TO ALL REGULAR EMPLOYEES

15.01 Flexible Spending Account

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

- A. Payment of insurance premium amounts (IRC § 106); and
- B. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administering agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§ 106 and § 129). Employees can obtain additional information about the cafeteria plan's FSA benefits from District Office.

15.02 Dental Insurance

The Board shall provide dental insurance to eligible employees whose individual letter of assignment has an assignment of at least 30 hours per week. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

15.03 Health Insurance

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

The health insurance for the 2026-2027 fiscal year shall have three thousand, five hundred dollars (\$3,500) single/seven thousand dollars (\$7,000.00) family up-front deductible with a health savings account. The Board shall fund the health savings account at a rate determined by the Board.

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual letter of assignment has an assignment of at least 30 hours per week is eligible to participate in the District's health insurance. Employees whose assignments are for less than 30 hours per week hours are not eligible to participate in the District's health insurance plan. Hours worked beyond those set forth in the letter of intent of employment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:

- a. Coverage under one family plan; or
- b. One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier]; or
- c. Two single plans; or
- d. One single plan and one cash-in-lieu benefit
- e. One family plan and one cash-in-lieu.

B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease at the end of the month the employee's resignation or termination becomes effective.

C. Premium Contributions:

1. Single Coverage: For employees who work one thousand two hundred and sixty (1260) hours or more and who are eligible for and select single coverage, the District shall pay no more than eighty-five percent (85%) of the single premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.
2. Family Coverage: For employees who work one thousand two hundred and sixty (1260) hours or more and who are eligible for and select family coverage, the District shall pay no more than eighty-five percent (85%) of the family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

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

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

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

15.04 Liability Insurance

Employees will be covered for liability in accordance with the terms of the District's liability insurance policy. Employees may inspect the District's liability insurance policy upon request.

15.05 Life Insurance

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

15.06 Long-Term Disability

The Board will provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligibility for, and payment toward, coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

15.07 Wisconsin Retirement System (WRS) Contributions

The Board agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution.

15.08 Alternate Benefit Plan [ABP] in Lieu of Health Insurance

Implementation of the Alternative Benefit Plan for Eligible Employees. Eligibility for and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees:

- A. Employees who choose the ABP option will be required to sign up by August 1 and commit to this change to be effective the following September 1.
- B. In order for this provision to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.
- C. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an "open enrollment" opportunity to enroll in the group health insurance plan.
- D. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.
- E. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan in Section 15.01 between:
 - 1. Participation in the District's health plan, with the premium payment specified in the applicable part of the *Handbook* covering such employees, or
 - 2. A cash payment equal to the amount listed in the applicable part of the *Handbook* covering such employees.
- F. Cash Compensation: The cash contribution dollar amount shall be equal to:

School Year	ABP Annual Amount
<u>2026-2027</u>	<u>\$8,200.00</u>

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year.

- G. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the teacher's payroll check.
- H. Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.

1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee shall be permitted to change the TSA amount or vendor up to three (3) times per calendar year provided he/she provides the District with at least thirty (30) calendar days' notice.
 2. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.
 3. Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee's paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.
- I. Beginning Eligibility Date for Alternative Benefit Plan Payments:
1. New Employees. Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (January 1) However, the District will use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.
 2. Current Employees. Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception (such as an employee getting married, loss of spouse coverage, etc.), employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

15.09 COBRA Law Continuation of District Health Plan Participation

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health, dental and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.

- A. **Qualifying Events:** An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District-sponsored coverage is lost due to the occurrence of any of the following qualifying events:
1. Voluntary or involuntary termination of employment for any reason other than "gross misconduct." (e.g., resignation or retirement);
 2. Death of the covered employee;
 3. Divorce or legal separation from the covered employee;
 4. Loss of "dependent child" status;
 5. Eligibility for Medicare entitlement;
 6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.

- B. **Period of COBRA Continuation:** In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.
- C. **COBRA Extension** [Second qualifying events]: A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:
1. The employee's death;
 2. Divorce or legal separation;
 3. The covered employee becomes eligible for Medicare;
 4. A child loses his or her "dependent child" status.
- *Note:* The second event can be a second **qualifying** event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.
- D. **Premium Cost & Payment:** The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.
- E. **Termination of Coverage:** Employee continuation coverage may be terminated automatically if:
1. The employee fails to make a monthly premium payment to the District on time;
 2. The employee obtains similar coverage through a different employer;
 3. The employee becomes eligible for Medicare and convert to an individual policy;
 4. The District terminates its health plan;
 5. The employee's guaranteed continuation period expires.
- The employee or a qualified beneficiary have the responsibility to inform the District of a divorce, legal separation, or a child losing dependent status under the group health plan within sixty (60) days of the qualifying event. The District will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.
- COBRA participants must also notify the District if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.
- F. **Disability Extension** - If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and his or her family's qualified beneficiaries may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11)-month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from his or her family is disabled and within the first eighteen (18) months of COBRA continuation coverage. (The cost of COBRA coverage will increase from 100% to 150% of total premium during this additional eleven (11)-month extension period.).

SECTION 16 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 the District. In the event of a violation of this Section, the District may take whatever disciplinary action it deems appropriate up to and including discharge.

SECTION 17 CONFORMITY TO LAW

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 agreement shall not be affected thereby.

***PART II – STAFF WITH
INDIVIDUAL CONTRACTS
UNDER § 118.22,
WIS. STATS. AND
PROFESSIONAL/EXEMPT
NON-SUPERVISORY
EMPLOYEES***

SECTION 1

DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Nonrenewal for Teachers

- A. Probationary Employee: A probationary teacher may be non-renewed during their probationary period for any reason, and such nonrenewal will not be subject to the grievance provisions of this *Handbook*. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats.
- B. Non-Probationary Employee: After completing the probationary period, the parties agree to the following procedure for nonrenewal:
 - 1. A non-probationary teacher who has not been placed on a plan of assistance under the District's evaluation procedures for all or part of two (2) consecutive semesters may only be non-renewed for just cause.
 - 2. A non-probationary teacher who has been placed on a plan of assistance under the District's evaluation procedures for all or part of two (2) or more consecutive semesters may be non-renewed for reasons that are not arbitrary or capricious.

A nonrenewal shall not be deemed a "termination" under the grievance procedure in District Policy. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats.

1.02 Length of Probationary Period for Teachers

- A. All teachers new to the District who possess a Tier I or Tier II license under Chapter PI 34 of the Wisconsin Administrative Code at the time of hire shall serve a five (5) year probationary period.

1.03 Standard for Discipline and Termination

A teacher may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*. "Cause" is defined as the following:

- A. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and
- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

Note: This standard does not apply to the nonrenewal of a teacher's contract. The standard for nonrenewal of a teacher contract is covered in **Part II, Section 1.01** of this handbook.

1.04 Benefits during Probation

Except as expressed herein, all provisions of this *Handbook* shall apply to an employee as of the first day of employment. If an employee quits or is terminated during the probationary period, however, sick leave, personal leave or other benefits shall not be due to him or her. Employees eligible to receive insurance benefits shall receive initial coverage in accordance with the waiting periods, if any, contained in paid coverages without regard for the probationary period.

1.05 Benefits for Non-Probationary Employees

Employees who have satisfactorily completed the probationary period and remained employed thereafter will accrue any benefits allowed under the current employee handbook retroactive to the first day of employment; however, the current

benefit levels do not vest with the employee, and nothing in this section prevents the District from changing or eliminating these benefits in the future.

1.06 Representation

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

1.07 Disciplinary Materials

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

1.08 Termination of Employment

The employment relationship between the District and any employee is terminated:

- A. If the employee is discharged pursuant to section 1.03-
- B. If the employee quits his/her employment.
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- D. If the employee retires.

SECTION 2 PROFESSIONAL HOURS/WORKDAY

2.01 Normal Hours of Work

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats.

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as 38.75 hours per week are considered to be 7.75 hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. The actual workday for each building shall be 7:45 a.m. – 3:30 p.m.

If a teacher accepts a voluntary assignment during his/her duty-free lunch period, he/she will be compensated at the rate of \$15.00 per period.

Limitations on the docking of pay of exempt employees:

- A. Exempt employees need not be paid for any workweek in which they perform no work and use no accrued paid leave. See 29 CFR §541.602(a).
- B. Deductions from pay may be made when an exempt employee is absent from work and does not use accrued paid leave for one or more full days for personal reasons, other than sickness or disability. See 29 CFR §541.602(b)(1).
- C. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with a bona fide plan, policy or practice of providing accrued paid leave for such sickness or disability and where the employee has exhausted such leave. See 29 CFR §541.602(b)(2).

- D. While an employer cannot make deductions from pay for absences of an exempt employee occasioned by jury duty, attendance as a witness or temporary military leave, the employer can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of the exemption. See 29 CFR §541.602(b)(3).
- E. Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed pursuant to a written policy applicable to all employees. See 29 CFR §541.602(b)(5).
- F. An employer is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Federal or Wisconsin Family and Medical Leave Acts. Rather, when an exempt employee takes unpaid leave under either Family and Medical Leave Act, an employer may pay a proportionate part of the full salary for time actually worked. See 29 CFR §541.602(b)(5).
- G. Exempt employees who are eligible to accrue sick, personal and other paid leave who take leave for personal reasons or because of illness or injury of less than one workday may have their pay docked when such accrued leave is not used by the employee because:
 - 1. Permission for its use has not been sought or has been sought and denied;
 - 2. Accrued leave has been exhausted; or
 - 3. The employee chooses to use leave without pay.
- H. It is the policy of the Bangor school district that improper pay deductions from the salary of exempt employees under the federal Fair Labor Standards Act as specified in board policy, this handbook and 29 C.F.R. § 541.602 are prohibited. Employees are to promptly report any improper pay deductions to the District Office. Employees who have had improper deductions made from their compensation will be promptly reimbursed. See 29 CFR §541.603(d).

2.02 Administratively Called Meetings

Staff Meetings: Teachers are required to attend all mandatory administratively called staff meetings. Administratively called meetings may begin before the normal workday begins or go later than the end of the normal workday. The number of staff meetings shall be established by the District. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Other Administratively Called Meetings: The notification provision of section 2.02, subsection A above do not include nor shall they apply to meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher conferences beyond the constructed day, committee meetings or activities of similar nature, which are normally conducted at other times. Teachers are required to attend such events regardless of the date, time or duration of said meetings. Teachers who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

2.03 Attendance at School Events

Teachers are required to attend all mandatory administratively required school events. These events, though not limited by enumeration, may be an open house, music program, art show and/or other District or building events that occur after the normal workday. Teachers shall be given no less than thirty (30) calendar days' notice of such events. Teachers who have a conflict may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the scheduled event.

2.04 Consultation with Parents

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation may be in the form of phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences.

2.05 Emergency School Closures

In the event the District is closed or an individual building(s) is closed, full or partial day closures may be made up at the discretion of the District. The District shall, at a minimum make up all days/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (days and hours) of the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

2.06 School Calendar

The school calendar shall be determined by the Board. The calendar shall consist of 190 days. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board.

SECTION 3 PROFESSIONAL GROWTH

3.01 Requirement to Remain Current

All teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, Board established curriculum, as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, the teacher will make him/herself available during the contractual year and day to his/her colleagues for assistance, to the District for services beyond those specifically required as part of his/her individual contractual duties, and to the community as a valuable resource.

SECTION 4 Teacher Supervision and Evaluation

4.01 General Provisions

The Board views teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members. Definitions under this section:

- A. “Day” and “Days”: The words “day” and “days” in this article mean working school days, excluding holidays, weekends, etc.
- B. “Continuing Teacher”: A continuing teacher is a teacher who has taught more than three years in the District under a full-time or part-time regular teaching contract.
- C. New to the System Teacher: A new to the system teacher is a teacher who has taught less than three years in the District under a full-time or part-time regular teaching contract.

4.02 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a District employee or a non-District employee who is qualified to perform such evaluations.

4.03 Evaluation Process – Conditions for All Employees

A. Basic Requirements

1. A new-to-the-system employee shall be formally evaluated at least 2 time(s) during the first year of employment. The first evaluation shall consist of a pre-conference, observation and post-conference.
2. A continuing employee shall be formally evaluated every school year, every second school year, or every third school year at the discretion of the District.
3. All required observations must be completed by May 31st.
4. All formal observations will be followed by a conference with the administrator. This conference will take place within 14 working days of the actual observation.
5. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.
6. Nothing herein shall be interpreted as a limitation on the number of formal or informal evaluations that the administration may conduct on any staff member.

- B. Acknowledgement of Receipt and Response: The teacher will acknowledge receipt of all documents related to supervision and evaluation by signing and dating the document within ten (10) school days. The teacher shall have the right to attach a report with any remarks concerning the document(s). Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument to be placed in the personnel file. A teacher may attach a response to any document related to this process after the teacher's receipt of the evaluation document(s) listed above. The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument:

"The signatures do not indicate agreement or disagreement but merely certify that the observation and conference as noted were held and that the opportunity was available for attaching written clarification/objections at the time of signing."

The response must be initialed by the evaluator. The preceding process and documentation may be accomplished through an electronic process.

- C. Copy of Evaluation Procedures: A copy of the evaluation forms is available upon request.
- D. Intensive Support: Intensive support is the supervision and evaluation procedure applied to continuing teachers whose performance has not met expectations as of the most recent summative evaluation conference. Intensive support is designed to improve the overall performance of a veteran teacher whose overall performance has not met expectations. Continuing teachers whose overall performance has not met expectations may, at the discretion of the District, receive intensive support or may be non-renewed pursuant to § 118.22, Wis. Stats. If in the District's discretion intensive support is offered, the process shall be as follows:
1. Goal of Intensive Support: The goal of intensive support is for the teacher to meet expectations. The intensive support plan will be designed to meet the specific needs of the teacher and the performance expectations of the District.
 2. Content of Intensive Support: It may include a description of the teacher's deficiencies, a description of appropriate performance, a goal setting plan to help the teacher develop required skills, a schedule of supervisory activities including at least one evaluation, and a target date by which time the teacher will perform satisfactorily. The plan is not limited to, but might include, the following interventions: any means of staff development defined in the District staff development plan, observations and/or support by experts outside the District, and/or peer coaching or mentoring.

- E. Supervision and Evaluation of New-to-the-System Teachers: New-to-the-system teachers shall be subject to the provisions of this subsection for 3 complete contract years. A new-to-the system teacher under this paragraph is a teacher who has not taught more than 3 years under a full-time or part-time regular teaching contract in the District.
1. Professional Development: New-to-the-system teachers may be required to spend up to the hourly equivalent of 2 work days, some prior to the beginning of school, without additional compensation preparing professional and curriculum materials and lesson plans (in addition to being oriented to the District, evaluation practices and general expectations for their assignments.) The 2 days shall be planned by a joint committee composed of teachers and administrators. The teachers shall be appointed by the administrators by the District Administrator of Schools.

SECTION 5 Teacher Assignments, Vacancies and Transfers

5.01 Teacher Assignments, Vacancies and Transfers

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee. Insofar as possible, consideration shall be given these requests.
- C. Job Posting: When the District determines that it has a vacancy or creates a new position, it will post notice of such available position through District email for a minimum of 10 days. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. The notice shall include the date of posting, the job requirements, a description of the position available, full time or part-time position, pay based on salary schedule, experience and supply/demand for position, the anticipated start date and the qualifications required for that position. Internal posting may run concurrently with external posting based on timing of the vacancy.
- D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.
- E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary or in the best interests of the District, it may, at its discretion, transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator and/or his/her designee which will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline in the Handbook.

5.02 Employee Resignations

- A. The teacher's individual contract is binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:
1. The teacher must give the District notice that he or she intends to sever his or her contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
 2. It is agreed that liquidated damages are due to the District with the sixty (60) calendar day notice of resignation as follows:
 - a. Seven hundred and fifty dollars (\$750) if a new employee resigns after being Board approved and prior to their first contracted day.
 - b. Five hundred dollars (\$500.00) if a current employee's resignation is effective on or after July 1st, but before August 1st.
 - c. One thousand dollars (\$1,000.00) if a current employee's resignation is effective on or after August 1st, but before the start of the school year.
 - d. Two thousand dollars (\$2,000.00) if the employee's resignation is effective on or after the start of the school year.
 3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by the date listed on their contract, or whose resignation is tendered and effective after the end of the school year, but before July 1st.
 4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.
- 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 Board of Education.

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. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.
- D. Process for Resignation and Submission of Liquidated Damages:
1. The teacher must submit his or her resignation and amount of liquidated damages in accordance with the preceding provisions.
 2. The Board, at its discretion, may thereafter accept the teacher's resignation and liquidated damages and release him or her from the teaching contract.
 3. The Board retains the right to refrain from releasing the teacher from his/her contract until a suitable replacement has been hired.

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

5.03 Teacher Absence and Substitutes

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to enter the absence into Skyward and Frontline to secure a substitute teacher. If possible, such notification should be made the evening prior to the time of absence, or before 5:30 a.m. This will help to provide time for obtaining a substitute teacher. If an absence arises after 5:30 am the teacher must call the building secretary and/or the building principal in addition to entering it into Skyward and Frontline.

5.04 Summer School Assignments

When possible, summer school subjects should be made known on or before April 15. All current teachers in the District may apply for summer school positions in the same manner as non-District teachers. Employees teaching summer classes shall be given a summer school session contract in accordance with § 118.21, Wis. Stats.

5.05 Extended Contracts

Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated for said days at their individual contracted per diem rates of pay as per the employee's individual contract for each of the extended contract days. Days may be scheduled in full or partial day increments.

SECTION 6 REDUCTION IN FORCE, POSITIONS & HOURS

6.01 Reasons for Reduction in Force

In the event the Board determines to reduce the number of positions (full nonrenewal) or the number of hours in any position (partial nonrenewal), the provisions set forth in this section shall apply.

6.02 Notice of Reduction

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal, the right to a private conference under § 118.22, Wis. Stats.

6.03 Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial layoff in accordance with the following steps:

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reducing staff.
- B. Step Two - Volunteers: Volunteers will be non-renewed first. The District will provide the volunteer(s) with a nonrenewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District directed nonrenewal under this section of the *Handbook*.

- C. Step Three - Selection for Reduction/Layoff: The District shall select the employee in the district utilizing the following criteria in order of application for determining the employee for nonrenewal:
- a. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
 - b. Qualifications as Established by the Board: Including, but not limited to specific skills, certification [if applicable], training, District evaluations, etc.
 - c. Qualifications of the Remaining Employees in the District: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to current and past assignment and practical experience in the area of need.
 - d. Performance of the Employees Considered for Nonrenewal: Performance of the employees under consideration as previously and currently evaluated in the last two summative evaluations. A cumulative score is given on the four major sections on the performance evaluation instrument.
 - e. Length of Service of the Employee.
 - 1). Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
 - 2). Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
 - 3). Length of Service List: The District will annually produce a length of service list by September 30th. Employees will raise any objections to the proposed length of service list by December 1st.

6.04 Reduction in Hours Resulting in Nonrenewal

Employees who are non-renewed and such nonrenewal results in a reduction in hours shall not lose any benefits they have accrued. Benefits are defined as length of service and sick leave earned as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*.

6.05 Reemployment Process

The reemployment process is solely available to employees non-renewed underneath this section. It does not apply to employees non-renewed based upon performance as set forth in Part II, Section 1.

- A. Reemployment Period: Employees non-renewed under this section shall retain the reemployment options set forth herein for a period of twelve (12) months after the employee's last day of work with the District.
- B. Reemployment Obligations – Employee: All employees non-renewed under this section shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employees on the reemployment list may apply for the vacant position according to the terms of this *Handbook*. The District will post vacancies in accordance with the terms of this *Handbook*.

6.06 Termination of Reemployment Opportunities

Reemployment opportunities shall end should an employee refuse reemployment to a position under Part II of this *Handbook*, except as provided below. Casual or substitute work with the District during the reemployment period shall not extend the reemployment period. Employees on the reemployment list may refuse reemployment to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of the ability to apply to the next available position for which the employee is qualified. Employees on reemployment list shall not lose the ability

to apply for an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.

6.07 Insurance Benefits Following Nonrenewal

Please see Part I, Section 15, COBRA, for a full explanation of insurance continuation options.

6.08 Accrued Benefits during Reemployment Period

Non-renewed employees shall suffer no loss of sick leave, or other accrued benefits when rehired. Sick leave days shall not accrue for an employee during the reemployment period.

SECTION 7 PROFESSIONAL COMPENSATION

7.01 Salary Schedule

The basic salaries of employees are found in the Appendix which is attached to and incorporated in this *Handbook*.

- A. Part-time employees will receive the salary set forth in the *Handbook* in a percentage equal to the amount of their employment.
- B. The salary schedule is based upon the regular school calendar set forth in this *Handbook*.
- C. The employee's pro-rata daily rate and pro-rata hourly rate shall be determined in the following manner:
 1. The employee's scheduled annual salary divided by the number of contracted days equals the pro-rata daily rate [extended contract or furlough days shall not be used in this calculation.] 190 is the number of contracted days)
 2. The pro-rata daily rate divided by 7.75 hours per day equals the pro-rata hourly rate.

7.02 Initial Salary Schedule Placement

The Board, in its sole discretion, may place newly employed employees at a salary that exceeds his/her actual years of service. No new employee in a department or grade level will be placed at a step that exceeds the step placement of a present employee(s) in that department or grade level unless the new employee has greater teaching experience than the present employee(s) in that department or grade level. This provision is not retroactive.

7.03 Salary Step Movement after First Year of Employment

The decision to provide step movement payments if any, is in the sole discretion of the District. The amount of payments, if any, is in the sole discretion of the District. The criteria for determining the eligibility for the step movement is in the sole discretion of the District.

Employees beginning employment prior to the end of the first semester who have provided satisfactory service, as determined by the District, will advance to the next step the ensuing contract year provided funds are available as determined by the District. Employees who begin employment after January 1st may remain on the same step for the ensuing fiscal year. An employee may be held to the previous year's step for less than satisfactory performance. An employee may be frozen at his/her previous year's wage rate for more serious nonperformance.

7.04 Educational Lane Adjustment

Employees who complete an advanced degree in their teaching field or closely related areas as reasonably determined by the District Administrator and subject to appeal to the Board, or a designated number of credit hours, shall receive the additional lane increase provided funds are available as determined by the District.

Transfer from the bachelor's to the master's lane shall be made following attainment of the necessary credentials. Proper credentials shall be considered as statements of degrees attained or status toward a degree. Such statements shall be certified by a college registrar or other proper college official.

Credit information for moving from one lane to another and/or for reimbursement must be in the office of the District Administrator by October 1 and/or February 1 of the current contract year.

SECTION 8 POST-EMPLOYMENT BENEFITS

8.01 Eligibility

If a teacher in the School District of Bangor has taught for at least twenty (20) years in the District and has attained the age of fifty-five (55) or more by September 1 following the last year of employment, the teacher is qualified to participate in the District's post-employment benefit program. "Years of Service" includes all years of teaching service to the District where the employee was employed for a half year or more. Post-Employment benefits shall be available to employees who voluntarily resign from their position. Employees discharged are not eligible for the benefits provided under this section.

8.02 Eligibility

Employees who plan to retire shall notify the District of their intent to do so on or before March 15th of the school year prior to the retirement, unless another date is mutually agreed to by the employee and the Superintendent. All notices of retirement shall be filed in writing with the Superintendent and shall be accompanied by a letter of resignation with an effective date on or before the date the retirement benefits are effective a signed statement of waiver as set forth herein in paragraph.

8.03 Voluntary Retirement Benefit Options

Teachers who meet the eligibility requirements above and retire, shall receive one of the following benefits as set forth below. Teachers shall receive the equivalent of two thousand dollars for each full-time year of service for a maximum of thirty years of service. The payment for part-time employees shall be prorated for year(s) in which the employee was a part-time employee. The total gross payment available under this retirement benefit is sixty thousand dollars (\$60,000.00) that will be provided disbursed in one of the following methods:

- A. Post-employment 403(b) TSA Contribution: A Non-Elective Post-Employment 403(b) employer contribution plan as set forth in the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The retiree shall receive five annual contributions to a non-elective post-employment 403(b) employer contribution plan as set forth in the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The total Non-Elective Post-Employment 403(b) employer contributions may not exceed the maximum permitted by law i.e., IRC Section 415 limits. The non-elective post-employment 403(b) employer contribution plan shall be made annually starting with September 1st in the calendar year that the employee's retirement takes effect. The first contribution shall be total amount divided by 5. The second contribution shall be total amount divided by 5 and shall be made on September 1st one year after the first contribution. The third contribution shall be total amount divided by 5 and shall be made on September 1st, two years after the first contribution. The fourth contribution shall be total amount divided by 5 and shall be made on September 1st, three years after the first contribution. The fifth contribution shall be total amount divided by 5 and shall be made on September 1st, four years after the first contribution. The total of the five (5) non-elective post-employment 403(b) employer contributions shall not exceed sixty thousand dollars (\$60,000.00) or the maximum available to the employee based upon the formula set forth above in the opening paragraph, whichever is less.

Survivorship: In the event of death during the payment period before all TSA contributions are made, the District will make a final TSA contribution toward the payment of the remainder of future contributions in a lump sum to the decedent's TSA account no later than the end of the month when the death occurred or immediately thereafter to the maximum extent permitted by the Internal Revenue Code and applicable

regulations. This final TSA contribution shall be the final non-elective post-retirement contribution to the decedent's TSA account. No remaining contributions shall be paid to a surviving spouse or beneficiary of the decedent.

OR

- B. The District shall fund a Health Reimbursement Account (HRA) premium only plan. The retiree shall be notified at the time of retirement of the total amount of funds available under Section B, subsection 1). The retiree shall be eligible for insurance subject to the terms of the HRA premium only plan and the eligibility and enrollment terms of the applicable non-District sponsored health insurance carriers. The retiree shall be directly billed by the District's health insurance carriers and federal health insurance continuance (COBRA) rights and timelines shall be commenced and applicable if he/she continues with the District's insurance carriers.

1). The District's contributions to the HRA premium only plan shall be the equivalent of:

- a. Teachers who qualify for the HRA defined benefit plan adopted September 1, 2014 and as of June 30, 2020, are within twelve years of retirement, based on age and years of service, according to District records are "grandfathered" in, shall receive the equivalent of two thousand dollars for each full-time year of service for a maximum of thirty years of service. The total gross payment available to any teacher under this retirement benefit is a maximum of sixty thousand dollars (\$60,000.00). The first contribution shall be total amount divided by 5. The second contribution shall be total amount divided by 5 and shall be made on September 1st one year after the first contribution. The third contribution shall be total amount divided by 5 and shall be made on September 1st, two years after the first contribution. The fourth contribution shall be total amount divided by 5 and shall be made on September 1st, three years after the first contribution. The fifth contribution shall be total amount divided by 5 and shall be made on September 1st, four years after the first contribution. The total of the five (5) employer contributions shall not exceed sixty thousand dollars (\$60,000.00) or the maximum available to the employee based on total years of service. The payment for part-time employees shall be prorated for year(s) in which the employee was a part-time employee.

For part-time employees, years of service shall be determined by the percentage of full-time equivalency (FTE) that the employee worked in that particular contract year. For example, a teacher with a 60% FTE contract would earn 6/10ths of a year of service for that contract year.

- b. Teachers who qualify for the HRA defined contribution plan adopted July 1 2020, and as of June 30, 2020, are not within twelve years of retirement, based on age and years of service, according to District records are not "grandfathered" in shall receive the equivalent of one thousand dollars for each full-time year of service. The payment for part-time employees shall be prorated for year(s) in which the employee was a part-time employee.

For part-time employees, years of service shall be determined by the percentage of full-time equivalency (FTE) that the employee worked in that particular contract year. For example, a teacher with a 60% FTE contract would earn 6/10ths of a year of service for that contract year.

- 2). The above language does not require the District or the HRA premium only plan administrator to have the total amount of funds available under for immediate withdrawal by the retiree. Withdrawals from the HRA premium only plan are subject to the terms and conditions of the HRA premium only plan provider(s). The retired employee shall pay the distribution fee to access the HRA premium only funds. Disbursements by the District to the HRA premium only plan shall be done in accordance with the agreement between the District and HRA premium only plan administrator.
- 3). The HRA premium only plan may only be used by the retiree for reimbursement of health insurance premiums, subject to the eligibility rules of the insurance carrier(s). Retired employees who wish to secure their own insurance coverage shall, make the full premium payments to the insurance company of their choice pursuant to the terms and conditions of the HRA premium only plan.

- 4) All District contributions to the HRA premium only plan shall cease when the total benefit amounts set forth above are exhausted or when the retiree becomes eligible for Medicare, whichever occurs first.
 - 5). No HRA premium only plan shall be made available unless the provider of such plan executes a hold harmless provision in favor of the District against any liabilities arising from mistakes of the vendor. The HRA vendor/plan administrator shall be selected by the District.
 - 6). Survivorship Rights for Retirees Receiving the HRA Premium Only Plan Benefits payable to the spouse and/or dependents will not exceed, in combination with those already provided to the retiree before his/her death, those that would have been available to the retiree if he/she had survived. Such benefits are subject to the terms and conditions of the HRA premium only plan and applicable Internal Revenue Service Code and rules.
 - 7). Current IRS rules do not allow a retiree who qualifies for and accepts a subsidy from a Marketplace health insurance plan, to also draw from his/her HRA premium only plan. A retiree who participates in the Marketplace health insurance plan will have his/her assets in the HRA premium only plan frozen and remain in the account until such time as the retiree no longer participates in the Marketplace or the retiree dies. In the event the retiree is no longer participating in the Marketplace, he/she may withdraw funds from the HRA premium only plan according to the terms and conditions of the HRA premium only plan and applicable IRS code and rules.
- C. The District shall make its determination as to which option, section D, subsection 1. or subsection 2., as set forth above, in accordance with the health insurance carrier's plan requirements and the retirees' classification, i.e. enrolled on the District's health insurance or not enrolled on the District health insurance, as established prior to the effective date of retirement.

8.04 Other Benefits and Terms

Note: The following notifications and waiver of claims provisions will be provided to the retiree.

A. COBRA CONTINUATION

I, the teacher named above, understand that the District has notified me that my retirement is a qualifying event under COBRA [group health insurance coverage continuation]. I, the teacher named above, understand that I was provided with at least thirty (30) days' notice of my COBRA rights by the District. Such notice stated that I had fourteen (14) days to notify the District of my election below on whether to accept or reject rights to COBRA:

_____ I am electing COBRA coverage effective September 1, 2012. I am responsible for the payment of the premium. I understand that the District may, in its discretion, use funds in my Health Insurance Pay-out/HRA Premium Only to cover my COBRA expenditures.

_____ I am not electing COBRA coverage effective September 1, 2012. My insurance coverage with the District shall cease August 31, 2012.

B. I, the teacher named above, understand that the District elects the benefits under [insert either paragraph 1 (403(b) contribution) or paragraph 2 (HRA Premium Only Plan described above). The District has selected:

_____ 403(b) TSA contribution

OR

_____ HRA Premium Only Plan

I understand that the District has the right to determine my eligibility for the benefit selected

The District shall make its determination as to which option, section I. or section II, as set forth above, in accordance with the health insurance carrier's plan requirements and the retirees' classification, i.e. enrolled on the District's health insurance or not enrolled on the District health insurance, as established prior to the effective date of retirement.

C. Unemployment Insurance: The District agrees that INSERT EMPLOYEE NAME's resignation was a voluntary retirement within the meaning of Wis. Stat. § 108.04(7) (a) and that he retired from employment.

D. Waiver of any rights under the Employee Handbook, Board Policies or Individual Contract:

INSERT EMPLOYEE NAME hereby waives and foregoes any grievance, length of service, reemployment or any other rights INSERT EMPLOYEE NAME may otherwise have under the employee handbook, board policies or individual contract between the District and the employee.

INSERT EMPLOYEE NAME agrees not to apply for any position of employment with the District at any time following the execution of this Agreement. INSERT EMPLOYEE NAME expressly waives any right or expectation he may have to be employed by the District in any capacity at any time in the future.

E. Waiver of Claims:

1. In consideration for the benefits described and by execution of this Agreement, INSERT EMPLOYEE NAME fully and forever discharges and releases the District, its officers, insurers, attorneys, agents, board members, employees, representatives, or other persons acting for or on behalf of the District, from any and all claims, compensations, costs, expenses, attorneys' fees, causes of action, damages (including but not limited to punitive damages), demands, or causes of action, known or unknown, arising out of, resulting from, or in conjunction with or relating to his employment and/or separation from employment with the District, but not including acts committed after the date this release is executed (including breach of this Agreement).
2. By executing this Agreement, INSERT EMPLOYEE NAME is not releasing or waiving any right to the benefits stated herein or the right to institute a legal action to enforce any of the provisions of this Agreement.
3. INSERT EMPLOYEE NAME acknowledges that he has carefully read this Agreement which contains a waiver of right to sue the District and understands its contents and consequences, that he has been given the opportunity to consult with his representative(s), that the only promises made to him to sign this Agreement are those stated in the Agreement; that he has had sufficient time to review this Agreement, and that he is signing this Agreement knowingly and acknowledges he has not relied on any representations, promises, or agreement of any kind to him in connection with his decision to accept this Agreement except those set forth in this document.

F. Claims not released

The parties understand that this Agreement does not waive any claims that INSERT EMPLOYEE NAME may have as: a.) COBRA rights; or b.) any claim that cannot by law be released or waived. The waiver and release of claims by INSERT EMPLOYEE NAME does not include any claim or right that may arise after the date of this Agreement, nor does it include a release or waiver of the right to institute legal action for the sole purpose of enforcing the terms of this Agreement.

G. Laws of Competent Jurisdiction

This Agreement is covered by the laws of the State of Wisconsin. INSERT EMPLOYEE NAME is responsible for the cost of any withholding or FICA taxes that may arise from the implementation of this agreement. It constitutes the entire agreement between the parties as to issues provided for in this Agreement.

H. Complete Agreement

The parties understand and agree that this document contains the entire agreement.

(i) Teacher

Date

(ii) SCHOOL BOARD OF THE BANGOR SCHOOL DISTRICT

(iii) School District President

Date

(iv) School District Clerk

Date

***PART III –
NON-EXEMPT STAFF
WITHOUT INDIVIDUAL
CONTRACTS UNDER
§ 118.22, WIS. STATS. OR
§ 118.24, WIS. STATS.***

SECTION 1 DISCIPLINE AND DISCHARGE

1.01 Standard for Discipline and Termination

The District Administrator is solely responsible for implementing any or all disciplinary measures, including, but not limited to, suspension and/or dismissal from employment. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*.

1.02 Representation

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

1.03 Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee's personnel file.

SECTION 2 HOURS OF WORK AND WORK SCHEDULE

2.01 Letter of Assignment for Non-Instructional Staff

A. New Hire Letter of Assignment:

Upon being hired, non-exempt employees who do not hold individual employment contracts will receive an initial letter of assignment that identifies the employee's position, the initial regular hourly wage, the normal number of daily/weekly scheduled hours of the position, and any other basic information about the position that the administration deems pertinent.

B. Changes in Job Assignments/Updated Assignment Letters:

Notice of a change to any material information provided in an employee's letter of assignment may be provided either through an updated letter of assignment or through some other appropriate communication from the District to the employee. As a matter of practice, the District generally will **not** automatically issue a new formal letter of assignment solely due to an increase in an employee's hourly wage if the wage increase has been communicated to the employee in some other manner. Upon the request of an employee, the District will provide an updated letter of assignment that reflects the then-current status of the employee's position (including the employee's current regular hourly wage).

In the event of a unilateral and non-temporary change of assignment that is initiated by the District, the District will attempt to provide the employee with at least 7 calendar days' notice of the change to the extent practicable to do so, as determined by the administration.

C. Notice of Reasonable Assurance of Continuing Employment (School-Year Employees):

On or before the last day that a non-exempt, school-year employee is scheduled to work before each summer break, if the District expects to employ the employee in the next school year in a reasonably similar capacity within the meaning of section 108.04(17) of the Wisconsin Statutes, then the District will provide the employee with sufficient "reasonable assurance" of such continuing employment. Notice of reasonable

assurance, when applicable, should be provided to both regular employees and substitute employees who perform duties in qualifying school-year positions.

2.02 Regular Workday and Starting and Ending Times

A regular full-time workday is eight (8) hours, excluding lunch time. Because of different schedule requirements, employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours, break periods, and lunch periods.

2.03 Regular Work Week

A regular work week is forty (40) hours or less. The regular work week is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not be construed as a guarantee or limitation on the number of hours per day or hours in a work week which may be scheduled or required by the District.

2.04 Part-time Employees

The district will prepare a schedule of hours for part-time employees and provide it to the affected employees.

2.05 Additional Hours and Overtime - Approval and Assignment

- A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.
- B. Assignment: Non-emergency scheduled overtime assignments will be filled using volunteers first and if volunteers are found; the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District may assign the work. Emergency overtime assignments shall be assigned at the discretion of the District.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated on the back of the employee's time card. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

2.06 Compensatory Time Off

In lieu of overtime pay, employees may, request to choose to receive compensatory time off. Compensatory time off may be granted by mutual agreement between the employer and the employee. One and one-half (1.5) hour of compensatory time off will be granted for each one (1) hour of work above forty (40) hours per week. Time over forty (40) hours per week does not include sick, vacation, holiday or personal leave time.

- A. An agreement must be reached between the employer and the employee in order for compensatory time off to be utilized. 29 C.F.R. 553.23. This agreement may be done through:
 - 1. A collective bargaining agreement negotiated with the employee's bargaining representative or bargaining agent. This option must be utilized if the employee is covered by a collective bargaining agreement.
- B. The agreement must be reached and accepted before the employee performs the work compensable as overtime. A record of the agreement must be kept. Written agreement is preferable. Agreement must provide for overtime hours to be compensated at a rate of not less than time and one-half for each overtime hour worked.

- C. The employee may accumulate up to forty (40) hours of compensatory time off. Any overtime exceeding forty (40) hours must be paid in cash. The employer, in its sole discretion, may pay cash in lieu of accrued compensatory time off at any time. 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.
- D. The District may require that compensatory time off be exhausted before vacation is taken, even if this will result in accrued vacation being forfeited by the employee.
- E. The District may in its discretion deny a request to use compensatory time off if the employee's absence on the day requested would cause an undue disruption to the District's operations (*e.g.*, another member of the department or grade level has already requested leave on that day; the district has a special event scheduled such as an open house or parent teacher conferences; the district is unable to find a substitute employee and would be left short-staffed, etc.).
- F. If the District denies a request to use compensatory time off, it may either substitute the leave with cash compensation, or notify the employee of a suitable time in which he or she may use his or her earned compensatory time within a reasonable period of time of the original request (*e.g.*, within two weeks of the request).

2.07 Lunch Period

All employees who work six (6) hours or more per day will be entitled to an unpaid half-hour lunch period, which shall be duty free.

2.08 Breaks

Employees scheduled to work at least four (4) hours per workday may receive one (1) ten (10) minute paid break. Employees scheduled to work at least eight (8) hours per workday may receive two (2) ten (10) minute paid breaks. Breaks will be scheduled by the immediate supervisor.

Hours Worked	Break(s) and Lunch Period Scheduling
0 to 3.99 hours	0 minutes
At least 4.0 to 5.99 hours	10 minutes
At least 6.0 to 7.99 hours	10 minutes and 30-minute duty-free lunch
At least 8.0 or more hours	(2) 10 minutes and 30-minute duty-free lunch

2.09 Timecards or other Form of Electronic Tracking of Hours

Timecards or an electronic timecard system shall be used by all employees. Employees will punch in only at such time as they are fully prepared to begin work. Employees are responsible for their own timecards and shall not punch in or out for any other employee. Employees caught punching in or out for another employee will be subject to discipline up to and including discharge. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return.

2.10 Emergency School Closings

- A. All custodians are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible.
- B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency shall be paid for any days that are not made up by the District. Employees shall be required to make days up in the event that the District schedules make-up days.

2.11 Attendance at Meetings

Employees required to attend meetings called or scheduled by the district will be paid for all hours spent at such meetings.

SECTION 3 REDUCTION IN FORCE, POSITIONS & HOURS

3.01 Reduction in Force

In the event the Board determines to reduce the number of positions or the number of hours in any position, the provisions set forth in this Article shall apply.

3.02 Notice of Reduction

The District will give at least thirty (30) calendar days' notice of any reduction in force. The notice of reduction in force will specify the effective date and that the employee must keep the District informed in writing of any changes in the employee's address.

3.03 Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial layoff in accordance with the following steps:

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible to implement reductions.
- B. Step Two - Volunteers: Volunteers will be reduced first. The District will provide the volunteer(s) with a notice in accordance with section 3.02. Requests for volunteers will be sent to employees within each job category. An employee who volunteers will put his/her request in writing. Volunteers will be accepted by the District only if, in the District's opinion, the remaining employees in the job category are qualified to perform the remaining work.
- C. Step Three - Selection for Reduction/Layoff: The District shall select the employee in the affected job category for layoff or reduction in hours.
 1. Job categories for the purpose of this section shall be defined as:
 - a. Custodian/Maintenance
 - b. Secretaries
 - c. Teaching Assistants
 - d. Food Service
 - e. Transportation/Bus Drivers/Van Drivers
 2. The District shall utilize the following criteria in order of application for determining the employee for layoff or reduction in hours:
 - a. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
 - b. Qualifications as established by the Board: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.
 - c. Qualifications of the Remaining Employees in the affected job category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
 - d. Length of Service of the Employee.
 - 1) Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.

- 2) Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
- 3) Length of Service List: The District will annually produce a length of service list and provide it by September 30th. The employees will raise any objections to the proposed length of service list by December 1st.

3.04 Reduction in Hours

Reduced-in-time employees will retain the reemployment options set forth herein for a period of twelve (12) months either after the employee's last day of work with the District or from the time the employee received the notification of reduction in force, whichever is later.

3.05 Reemployment Period

Reduced-in-time employees will retain the reemployment options set forth herein for a period of twelve (12) months either after the employee's last day of work with the District or from the time the employee received the notification of reduction in force, whichever is later.

3.06 Reemployment Procedure

All reduced-in-time employees will be placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District will first attempt to fill the position utilizing the vacancy and transfer language contained in this Handbook. Employees on the reemployment list may apply for the vacant position according to the terms of this Handbook. The District will post vacancies in accordance with the terms of this Handbook.

3.07 Termination of Reemployment Options

Reemployment options will end should an employee refuse reemployment in a position in the job category, except as provided below. Casual or substitute work with the District during the reemployment period will not extend the reemployment period. Employees on the reemployment list may refuse reemployment in positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of options to the next available position for which the employee is qualified. Employees on the reemployment list will not lose reemployment options to an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.

3.08 Insurance Benefits during Layoff

Please see Part I, Section 15, COBRA, subsection 15.11 for an explanation of insurance continuation options.

3.09 Accrued Benefits during Layoff

Reduced-in-time employees will suffer no loss of sick leave, vacation or other accrued benefits if rehired. Sick leave days, vacation, and length of service time will not accrue while an employee is not working for the District.

3.10 Other Employment

No employee on full or partial layoff shall be precluded from securing other employment while on layoff status.

SECTION 4 ASSIGNMENTS, VACANCIES AND TRANSFERS

4.01 Determination of Assignment

Employees will be assigned or transferred by the District Administrator of the District and/or his/her designee.

4.02 Job Posting

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of five (5) working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the District's website. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the tentative work hours of the position, the rate of pay for the position, and the qualifications required for the position.

4.03 Interviews

An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position, and, if qualified, may be awarded the position.

4.04 Selection Process

In the event two or more equally qualified District employees apply for a position, the most senior applicant will be selected.

4.05 District Ability to Select the Most Qualified Applicant

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

4.06 District Ability to Determine Job Description

The District retains the right to determine the job descriptions needed for any vacant position.

4.07 Trial Period

A District employee who is selected for a vacancy, pursuant to sections 4.03 through 4.05 above, will serve a trial period in the new position. The trial period will be for 10 working days. Prior to the expiration of the trial period, either the employee or employer may declare the trial period unsatisfactory, and the employee shall return to his/her former position. The decision to return the employee to his/her position is not subject to the grievance procedure.

4.08 Involuntary Transfers

When the District determines that an involuntary transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position according to the procedures set forth above in sections 4.31 through 4.05, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator which will include the reasons for the transfer.

SECTION 5 PAID VACATION

5.01 Notice

Employees may check Skyward or Frontline at any time or ask for a report from District Office at any time to determine their present number of vacation days.

5.02 Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time and Part-Time Employees

Paid Vacation will be provided to Calendar Year Full-time and Calendar Year Part-time employees according to the following schedule:

Number of Years Worked	Vacation Days Earned
First year of service	10 days
After two (2) years of service	15 days
After five (5) years of service	An additional day, plus the earned 15 after two (2) years of service, for each additional year of service
After fifteen (10) years of service	20 days

Employees in their first year of service earn a pro-rated amount of vacation based upon the number of months worked. For example, an employee hired on October 1, 2026 would be eligible to earn nine-twelfths (9/12) of the employee's vacation allotment on July 1, 2027. This would entitle the employee to $9/12 \times 5$ days on July 1 or 3.75 days. The employee under this example would be entitled to five (5) days of vacation on July 1, 2028. This provision is not retroactive.

"Years of Service" as set forth in this Article refers to years of service in the District in a position that is eligible for vacation under Part III. Eligible employees in the District shall receive the preceding vacation depending on years of service as measured each July first. For calculation purposes vacation is earned based upon the prior year service. For part-time employees, vacation pay shall be pro-rated based on the average number of hours worked per week during the previous year.

Vacation days shall be earned for each month of service. Vacation though credited at the beginning of each fiscal year is vested only upon completion of the work year. If an employee is terminated or resigns prior to the completion of the school year, he/she will be credited only with those days earned at the time employment is severed and a sum equal to the vacation days used but not earned would be deducted from the remaining pay. Deductions will be based on paid vacation leave earned per month of employment. For example, if an employee was eligible for 10 days of vacation and left after six months of employment during the school year, the employee would have earned 6/12th of the vacation allotment, or 5 days of vacation. If the employee used more than 5 days of vacation prior to the end of the school year, he/she will have a pay deduction on his/her final paycheck equivalent to the number of days used above 5.

5.03 Scheduling of Vacation

Vacation time may be taken in full blocks, or in shorter blocks not less than one hour as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days' notice may be approved by the District Administrator and/or his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period, but the District Administrator and/or his/her designee will have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives. All vacations shall be taken during the school vacation months except by special arrangement with the immediate supervisor or his/her designee.

5.04 Vacation Accumulation

An employee may carry over a total of ten (10) vacation days from the prior year to the next year's vacation amount, however, such carried over days must be used by December 31st. Vacation days, in excess of the days carried over above, not used by the end of the applicable twelve-month period, i.e. June 30th, shall be forfeited.

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

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her accumulation, as well as a pro-rated amount of the vacation that the employee would have received upon his or her next anniversary.

Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee's termination and will be remitted on the final paycheck.

5.06 Holidays during Vacation

Should a paid holiday fall during an employee's vacation period the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

SECTION 6 HOLIDAYS

6.01 Holidays Defined

A paid holiday is a day off with pay for the number of hours the employee normally works. Paid holidays will be provided to full-time and part-time employees according to the following schedule:

A. Employees working a full calendar year (260 work days)

January 1	Thanksgiving Day
Memorial Day (Federal)	Day after Thanksgiving Day
Good Friday	December 24
July 4	December 25
Labor Day	December 31

B. School Year Employees

Labor Day	Thanksgiving Day
-----------	------------------

6.02 Holidays Falling on Weekends

If any of the holidays listed above, fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above-named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31st holiday and the preceding Friday shall be observed as the January 1st Holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday shall be declared the holiday unless the preceding Friday is a student contact day. If the preceding Friday is a student contact day, section 6.03 will apply.

6.03 Holidays Falling on Student Contact Days

If any of the holidays listed in section 6.01, above, fall on a student contact day, the employees shall work their regular hours that day, and shall instead receive a paid holiday on a date determined by the Administration.

6.04 Holidays during Vacation

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

6.05 Eligibility for Holiday

In order to be eligible for holiday pay, an employee must work the employee's scheduled workdays immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by

the District Administrator and/or his/her designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

SECTION 7 WAGE COMPENSATION AND EXPENSES

7.01 Wage Schedule

The Wage Schedule is attached as Appendix.

7.02 New Employee Wage Schedule Placement

- A. New employee placement – New employees shall be placed on the wage schedule at the discretion of the District.
- B. Step Movement after First Year of Employment: Employees beginning employment prior to December 31st who have provided satisfactory service, as determined by the District, will advance to the next step the ensuing fiscal year on July 1st provided funds are available as determined by the District. Employees who begin employment after January 1st may remain on the same step for the ensuing fiscal year. An employee may be held to the previous year's step for less than satisfactory performance. An employee may be frozen at his/her previous year's wage rate for more serious nonperformance.

7.03 Out-of-Classification Pay

Any employee working in a higher paid classification for more than ten (10) working days shall receive the pay of that classification. Upon completion of the employee's assignment under the higher pay scale, the employee shall revert to his or her former classification and rate.

7.04 Substitutes for Teachers

Instructional Assistants/Special Education Assistants, with teacher licensure, assigned to substitute for an absent teacher will be paid an additional two dollars and fifty cents (\$2.50) for each quarter day spent substituting for a teacher during the teacher's absence. Teaching assistants who do not hold teaching or substitute certificates are not qualified teachers and are not required, permitted, nor authorized to take the place of a teacher for the purpose of instructing students during times that a qualified substitute for that teacher could reasonably be expected to be hired. This provision does not preclude teaching assistants from being assigned to student supervision responsibilities, such as monitoring a study hall. An instructional assistant/special education assistant receiving compensation under this section is ineligible for the per diem substitute teacher pay.

SECTION 8 JOB RELATED TRAINING AND LICENSURE

8.01 In-Service Training

The district within its discretion may provide appropriate paid in-service training to each employee.

8.02 License Renewal Reimbursement for New Special Education Assistants

Special education assistants that are new to the District as a special education assistant and who are required by the District and by the Department of Public Instruction to possess a DPI Special Education Aide License #883 shall be reimbursed by the District for the cost of #883 license. Once employed, and licensed the employee is responsible for the cost of the 5-year renewal to keep the license current.

SECTION 9

EMPLOYEE EVALUATIONS

9.01 Evaluation

The primary purpose of evaluation is to provide continuous improvement in the quality of service to the community/students/staff of the District.

9.02 Procedures and Instruments

The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

9.03 Frequency

The frequency of evaluations shall be established at the discretion of the Board.

9.04 Receipt of Evaluation

Each employee shall receive a copy of his or her evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same.

9.05 Comments, Disputes

The employee may respond in writing with his or her comments attached to the completed evaluation.

9.06 Evaluators

The Employer shall have the sole right to determine whether or not employees shall be evaluated and by which supervisory personnel. When a teacher works with an instructional assistant, the teacher may be requested to provide objective input for consideration by the administrator who is evaluating the instructional assistant.

SECTION 10 RESIGNATION FROM EMPLOYMENT

10.01 Notice of Termination of Employment

Employees will give written notice of termination of employment, as soon as possible, but at least ten (10) working days prior to the effective date of resignation. If an employee has overused the holiday, sick or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from his or her last paycheck. The District's obligation to pay its share of the employee's insurance benefits will terminate at the end of the month in which the employee works his/her last day. Any employee who breaches this Article shall, at the District's discretion, forfeit any accrued benefits.

SECTION 11 Transportation Employees

11.01 Terms and Conditions for Transportation Employees

- A. Bus drivers will be paid two hours each for the first and last runs of each day.
- B. Each summer school route will receive two hours pay for the pick-up and the return home.
- C. Van drivers will be paid two hours each for the first and last runs of each day. Runs that occur within the student day will be paid based upon actual time worked.
- D. Extracurricular trips will be assigned as determined by the District.

- E. Drivers will be paid for all extra-curricular trips. Drivers will be paid a minimum of two (2) hours for each extra-curricular trip or the actual time of the extra-curricular trip whichever is greater. The actual time for the extra-curricular trip begins at pick-up time and ends after the bus is cleaned and fueled. Extra-curricular routes which conflict with regular routes will be paid the regular route pay during the first two hours of the extra-curricular trip or during the first four hours if the trip causes the driver to miss both the morning and afternoon runs.
- F. Drivers/instructors will be paid their regular route rate of pay for training purposes. All employees will receive payment for all time actually worked before and/or after their routes. Drivers will be paid for all other non-route driving time spent on such activities as meetings and maintenance. Drivers who gas up their buses as part of their regular route driving duties will be paid their regular route rate. Drivers who attend meetings or perform other work which is coterminous to their regular route driving duties will be paid their regular route rate of pay.

***PART IV – STAFF WITH
INDIVIDUAL CONTRACTS
UNDER § 118.24, WIS.
STATS., EXECUTIVE,
ADMINISTRATIVE
AND ACADEMIC
ADMINISTRATIVE
EMPLOYEES***

Executive, administrative and academic administrative employees are covered by individual contracts.

An abstract graphic design featuring a white background with a large, stylized green 'X' shape. The 'X' is composed of four curved, overlapping bands that meet at a central point. The bands have a slight gradient and a dark green outline. The text 'Part V – Co-Curricular Staff' is positioned in the upper right quadrant of the page.

***Part V –
Co-Curricular Staff***

SECTION 1 ATHLETIC AND ACTIVITY ASSIGNMENTS

1.01 Letter of Assignment

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

- A. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. However, under no circumstances shall a Board member work as a coach, assistant coach, advisor, or assistant advisor to an extra-curricular activity (on either a paid or a volunteer basis).
- B. The stipend for extra-curricular activities shall be specified in the letter of assignment.
- C. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.

1.02 Payments

Payments for extra-curricular activities shall be made in accordance with District payroll procedures. Payments will be made at the completion of each season.

1.03 Work Schedule

Extra-curricular assignments may occasionally occur during part of an employee's regular workday in his/her other position(s) with the District (e.g., as a teacher). In such cases, the employee shall consult with the supervisor of his/her regular assignment to determine the appropriate course of action. In the supervisor's sole discretion, the employee may be (1) required to work a flexible schedule to make up time lost during his/her regular workday; (2) relieved from the requirement to make up the time lost; (3) required to re-schedule the extra-curricular activity; or (4) required to take any other action that the supervisor deems reasonable.

1.04 Evaluation of Extra-Curricular Assignments

Individuals holding extra-curricular assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate. When determining the manner and frequency of evaluations, the supervisor may take into account such factors as (1) the individual's experience with the particular activity; (2) input received from participants, parents, and other stakeholders; (3) the extent to which an individual needs additional guidance or oversight; and (4) any other consideration that a supervisor, in his/or reasonable discretion, deems appropriate.

1.05 Volunteers

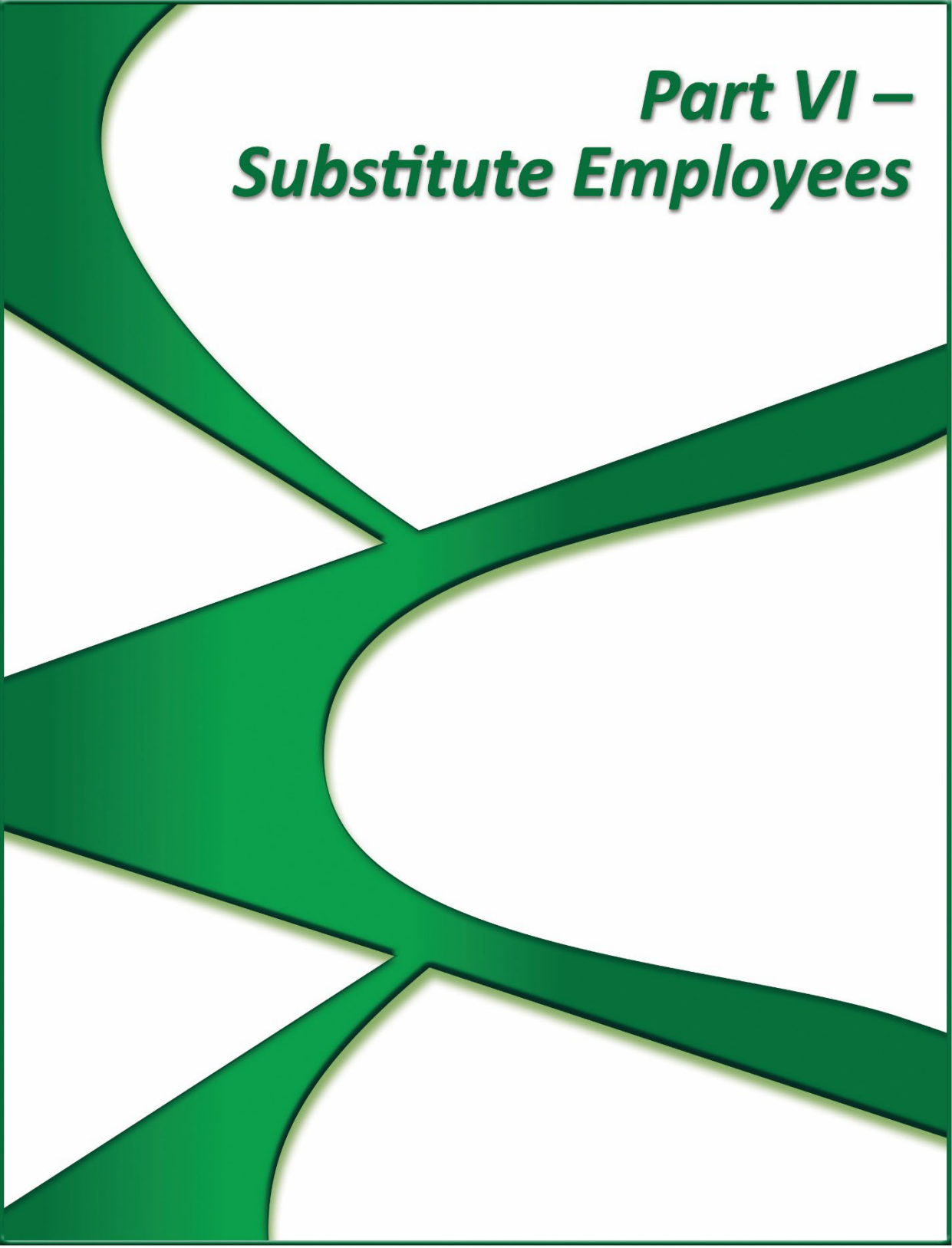
Upon approval from the head coach/advisor and the athletic director or principal, an individual may serve as a volunteer coach/advisor for an extra-curricular activity. The following guidelines apply to volunteers:

- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They will be responsible for their own personal injuries (i.e., ineligible for worker's compensation);
- D. They must consent to a background check and agree to have a tuberculin skin (TB) screening;
- E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- F. They accept direct and indirect supervision of the head coach; and,

G. They may be dismissed at any time without cause.

1.06 Extra-Curricular Pay Schedule

Can be found in the Appendix

An abstract graphic consisting of several thick, dark green, curved lines that intersect and flow across the page, creating a dynamic, organic shape. The lines start from the left edge and curve towards the right, with some branching and overlapping.

Part VI – Substitute Employees

SECTION 1 ALL SUBSTITUTE EMPLOYEES

1.01 Pre-Employment Requirements

All new substitute staff hires will have to meet all new staff requirements, including but not limited to, a physical examination (TB screening), and a criminal background check.

SECTION 2 SUBSTITUTE TEACHERS

2.01 Licensure and/or Permit

All substitute teachers shall have the necessary license and/or permit required by state law to serve in the substitute teaching assignment.

2.02 Training and Evaluation

Suitable programs of training, orienting and evaluating the work of substitute teachers may be provided by the instructional staff and/or the District as appropriate.

2.03 Assignment and Professional Responsibilities

Assignments: Substitutes shall be assigned at the discretion of the District.

- A. A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute. School Board policies will be available to the substitute upon request.

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

- 1. A substitute teacher may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute teacher list if the substitute demonstrates a pattern or practice of declining assignments.
- 2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute who wishes to cancel an assignment on the current date must inform the building secretary, District Substitutes by phone. Any substitute teacher who abuses the cancellation privilege, in the District's discretion, will have their cancellation privileges revoked.

C. Professional Responsibilities:

The professional responsibilities and duties of substitutes shall be consistent with the regular teacher's responsibilities and duties for whom they are substituting. When a substitute is employed as a long-term substitute teacher, or is employed at the end of the semester, and is expected to close out school records, do report cards, and inventories, he/she may be given up to one day to complete these tasks if deemed necessary by the principal. The substitute will be compensated at the applicable substitute rate.

D. Long-Term Substitute Assignment

1. When a substitute is assigned for more than ten (10) consecutive days in the same position, then the long-term rates apply retroactive to the first day, unless such long-term is known in advance, in which case payment will begin on the first day. The substitute's hourly rate shall be computed based on the number of periods per day in a building (e.g. at elementary level – seven and three quarter hours (7.75)).
 2. Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher.
- E. Substitute Teaching Day: substitute's teaching day shall be seven and three quarter hours (7.75) hours, excluding the duty-free lunch,, when subbing for a full-time teacher who is absent for a whole day. If a teacher does not have a full schedule of classes, the time will be prorated. A substitute's teaching day may be less than seven and three quarter hours (7.75) if the substitute is replacing a teacher on a partial absence.

2.04 Compensation

- A. Daily Rate: Substitute teachers shall receive compensation for services rendered as provided in the appendix. Days will be paid in full or half-day amounts.
- B. Homebound or Alternative Site Instruction
1. Substitute teachers who are contracted to provide homebound or alternative site instruction to a student of this school district, shall be compensated at the rate of \$11.62 per hour.
 2. Substitute teachers will be paid mileage from the student's school to the student's location and back pursuant to the terms of the *Handbook*.

2.05 Dismissal/Removal from Substitute List

Substitute teachers are casual employees and therefore have no expectation of continued employment. As such substitute teachers may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute teachers may also be removed from the substitute call list at the discretion of the district.

2.06 Miscellaneous Provisions

- A. In-Service: Each per diem substitute may be required to participate in new teacher orientation or teacher in-service day programs in the schools. Per diem substitutes shall be paid at their applicable rate for in-service participation if the employer requires them to attend. Long-term substitutes will be required to attend in-service days and will receive their long-term rate. The principal may, in his/her discretion, determine and notify the long-term substitute that he/she is not required to attend an in-service day(s) and will not be paid for that day. Substitute teachers may participate in after school/summer in-services at no cost, provided teachers members and/or administrators are able to attend without cost. Substitute teachers may participate in after school/summer in-services at the same cost as teachers provided the vendor offers such a discount to substitute teachers. The substitute teacher may participate at the cost established by the vendor

if the vendor does not offer such a discount to substitute teachers. Substitute teacher's availability to participate in all of the above school/summer in-services will be on a space available basis as determined by the District.

- B. Duty Free Lunch: All substitutes shall be provided with a daily duty-free lunch period of at least thirty (30) continuous minutes.
- C. In-service/Orientation: The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two (2) hours. Substitute teachers attending the in-service will not be compensated for their attendance.
- D. Online Services: Long-term substitutes will be provided district email accounts and network access. Substitutes who are compensated at the experienced pay level will be provided with a personalized computer account and password.

2.07 Substitute Teacher Pay Schedule

Substitute teachers shall be employed at the rate established by the District. As of August 1, 2026, the rate of pay is as follows:

SUBSTITUTE TEACHER PAY SCHEDULE

Category	2026-2027
Short-Term Per Diem Substitute	<u>\$150.00</u>
Retired Bangor Teacher Sub Rate	\$200.00
Long-Term Per Diem Substitute	
(If employee works more than ten (10) days in the same position, then the long-term rate applies beginning with the first day, unless such long-term is known in advance, in such case payment will begin on first day.)	<u>Per-Diem of Base Salary</u>
	<u>Currently</u>
	<u>\$230.79</u>

SECTION 3 SUPPORT STAFF SUBSTITUTES

3.01 Licensure and/or Permit

All substitute support staff shall have the necessary license and/or permit required by state law to serve in the substitute assignment.

3.02 Training and Evaluation

Suitable programs of training, orienting and evaluating the work of substitute support staff may be provided by other district staff and/or the District as appropriate.

3.03 Assignment and Professional Responsibilities

- A. Assignments: Substitutes shall be assigned at the discretion of the District.
- B. Board Policies: A copy of the appropriate school policies shall be made available to the substitute upon request.
- C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
 - 1. A substitute may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute list if the substitute demonstrates a pattern or practice of declining assignments.
 - 2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute may also cancel an assignment using the automated system in advance of the current day without providing notification to the building secretary, District Substitutes. A substitute who wishes to cancel an assignment on the current date must inform the building secretary, District Substitutes by phone. Any substitute who abuses the cancellation privilege, in the District's discretion, will have their cancellation rights revoked.
- D. Responsibilities: The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.
- E. Long-Term Substitute Assignment
 - 1. When a substitute is assigned for more than ten (10) consecutive days in the same position, then the long-term hourly rates apply retroactive to the first day, unless such long-term is known in advance, in which case payment will begin on the first day.
 - 2. Responsibilities of the long-term substitute shall be the same as the regular employee.
- F. Substitute Day: The substitute's length of service will be determined by the District.

3.04 Compensation

Hourly Rate: Substitute employees shall receive base compensation on the hourly scale for services rendered as determined by the District and as found in the Appendix.

3.05 Dismissal/Removal from Substitute List

Substitute employees are casual employees and therefore have no expectation of continued employment. As such substitute employees may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute employees may also be removed the substitute call list at the discretion of the district.

3.06 Miscellaneous Provisions

- A. In-Service: Each per diem substitute may be required to participate in new employee orientation or in-service day programs in the schools. Substitutes shall be paid at their applicable hourly rate for in-service participation if the employer requires them to attend.
- B. Duty Free Lunch: All substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.
- C. In-service/Orientation: The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two (2) hours. Substitutes attending the in-service will not be compensated for their attendance.
- D. Online Services: Long-term substitutes will be provided district email accounts and network access. Substitutes who are compensated at the experienced pay level will be provided with a personalized computer account and password.

3.07 Substitute Employee Pay Rates

Substitutes shall be employed at the rate established by the District. As of 8/1/2026 the rate of pay is as follows:

SUBSTITUTE PAY SCHEDULE

Category	2026-2027
Short-Term Substitute	<u>Starting hourly wage for the Position for which the employee is substituting.</u>

APPENDIX

Teacher Pay Scale

BEA Salary Schedule 2026-2027

		Compensation Level Increase	BA Degree 26-27	MA Degree 26-27
Level 1 Initial Cycle				
1A	SLO/PPG	0	43,850	46,600.00
1B	SLO/PPG	900	44,750	47,500.00
1C	Evaluation	900	45,650	48,400.00
1D	SLO/PPG	900	46,550	49,300.00
1E	SLO/PPG	900	47,450	50,200.00
1F	Evaluation	900	48,350	51,100.00
Transition 1 "F"		750	49,100	51,850.00
Level 1 to Level 2 Increase Evaluation (1F) and 60 Points				
2A	SLO/PPG	1200	49,550	52,300.00
2B	SLO/PPG	900	50,450	53,200.00
2C	Evaluation	900	51,350	54,100.00
2D	SLO/PPG	900	52,250	55,000.00
2E	SLO/PPG	900	53,150	55,900.00
2F	Evaluation	900	54,050	56,800.00
Transition 2 "F"		750	54,800	57,550.00
Level 2 to Level 3 Increase Evaluation (2F) and 60 Points				
3A	SLO/PPG	1200	55,250	58,000.00
3B	SLO/PPG	900	56,150	58,900.00
3C	Evaluation	900	57,050	59,800.00
3D	SLO/PPG	900	57,950	60,700.00
3E	SLO/PPG	900	58,850	61,600.00
3F	Evaluation	900	59,750	62,500.00
Transition 3 "F"		750	60,500	63,250.00
Level 3 to Level 4 Increase Evaluation (3F) and 60 Points				
4A	SLO/PPG	1200	60,950	63,700.00
4B	SLO/PPG	900	61,850	64,600.00
4C	Evaluation	900	62,750	65,500.00
4D	SLO/PPG	900	63,650	66,400.00
4E	SLO/PPG	900	64,550	67,300.00
4F	Evaluation	900	65,450	68,200.00
Transition 4 "F"		750	66,200	68,950.00
Level 4 to Level 5 Increase Evaluation (4F) and 60 Points				
5A	SLO/PPG	1200	66,650	69,400.00
Grandfathered Stipend		900	67,550	70,300.00

Hourly Pay Scale

Hourly Compensation Scale 26-27

Classification	Longevity				
	Hire/Sub	Year 2	5 years	10 years	15 years
Bus Driver	\$ 24.00	\$ 25.00	\$ 26.00	\$ 27.00	\$ 28.00
Van Driver	\$ 23.50	\$ 24.50	\$ 25.50	\$ 26.50	\$ 27.50
Secretaries	\$ 19.50	\$ 20.50	\$ 21.50	\$ 22.50	\$ 24.50
Custodian	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00
Head Cook	\$ 19.50	\$ 20.50	\$ 21.50	\$ 22.50	\$ 23.50
Para -Professionals	\$ 18.50	\$ 19.50	\$ 20.50	\$ 21.50	\$ 22.50
Cook	\$ 17.50	\$ 18.50	\$ 19.50	\$ 20.50	\$ 21.50
Trip Bus Driver	\$ 18.75				

Auxiliary Pay Rates

Activity	26-27 rate
Hourly Event Workers	\$13.00
Hourly Pro-assigned Work	\$19.00
Hourly Curriculum Work	\$25.00
Hourly Teacher Sub Rate	\$30.00
Daily Teacher Sub Rate	\$150.00
Daily Sub Rate for Retired Bangor Teachers	\$200.00
Long Term Sub Rate	Per-Diem of Base
Hourly IT Support	\$12.00 - \$15.00
Summer custodial/paint/ mowing	\$13.50 - \$16.00
Student Dish-Washer	\$12.00
MS/HS Overload Pay	\$2,000 - \$4,000
Summer School	
-Enrichment	\$31.00
-Remedial	\$31.00
Paraprofessional	Base Rate or Current Rate

Schedule C - 2026-2027			Percentage of Base	
High School Athletics			Base = \$43,850	Amount
	1	Athletic Director (grades 6-12)	40%	\$17,540
	2	Head Coach		
		a. Football	10%	\$4,385
		b. Girls Basketball	10%	\$4,385
		c. Boys Basketball	10%	\$4,385
		d. Track	10%	\$4,385
		e. Baseball	10%	\$4,385
		f. Softball	10%	\$4,385
		g. Volleyball	10%	\$4,385
		h. Cross Country	10%	\$4,385
		i. Fall Cheer Coach	7%	\$3,070
	3	JV / C Team/ Assistants Coach		
		a. Football	7%	\$3,070
		Football	7%	\$3,070
		Football	7%	\$3,070
		b. Jr. Varsity Girls Basketball (Co)	7%	\$3,070
		c. Jr. Varsity Boys Basketball	7%	\$3,070
		C Team Boys Basketball	7%	\$3,070
		d. Track	7%	\$3,070
		Track	7%	\$3,070
		Track	7%	\$3,070
		e. Baseball	7%	\$3,070
		g. Jr. Varsity Volleyball	7%	\$3,070
		C Team Volleyball	7%	\$3,070
		i. WS-B ASL -Assistant coach and driver	3%	\$1,316
	4	Varsity Assistant Coaches		
		b. Girls Basketball	5%	\$2,193
		c. Boys Basketball	5%	\$2,193
		e. Baseball	5%	\$2,193
		f. Softball	5%	\$2,193
		g. Volleyball	5%	\$2,193
		h. Cross Country	5%	\$2,193
Performance				
		a. MS/HS Musical Director	7%	\$3,070
		b. Musical Assistant	5%	\$2,193
		c. Musical Support (Pit Director)	3%	\$1,316
		c. Musical Support (Piano 1)	3%	\$1,316
		d. Forensics	4%	\$1,754

	e. Forensics Assistant	3%	\$1,316
Music, Other			
	a. Band Director	7%	\$3,070
	b. Vocal Music Director	6%	\$2,631
	c. Jazz Choir	3%	\$1,316
	d. Jazz Band	3%	\$1,316
	e. Battle of the Books Coach (Elementary)	1%	\$439
	Battle of the Books Coach (MS/HS)	1%	\$439
	f. High School Yearbook	5%	\$2,193
	g. Quiz Bowl	3%	\$1,316
	h. Academic Decathlon (Split)	3 (1.5)	\$658
	h. Academic Decathlon (Split)	3 (1.5)	\$658
	i. Student Council	3%	\$1,299
	j. Honor Society	2%	\$866
	k. Elementary STEAM Coordinator	4%	\$1,754
	MS/HS STEAM Coordinator	4%	\$1,754
	l. OotM Coach	0.25%	\$110
	m. Freshman Advisor	1%	\$439
	Freshman Advisor	1%	\$439
	n. Sophomore Advisor	1%	\$439
	Sophomore Advisor	1%	\$439
	o. Junior Advisor	2%	\$877
	Junior Advisor	2%	\$877
	p. Senior Advisor	2%	\$877
	Senior Advisor	2%	\$877
	q. FFA	6%	\$2,631
	r. FCCLA	6%	\$2,631
	s. DECA/ FBLA	4%	\$1,754
	t. MS Forensics	3%	\$1,316
	MS Forensics	2%	\$877
	u. MS Student Leadership	2%	\$877
	v. MS Yearbook	2%	\$877
	w. Community Service - Grad Required	2%	
	Community Service - Grad Required	2%	
	y. Guiding Coalition Chair (ES)	Stipend	\$800
	Guiding Coalition (ES)	Stipend	\$400
	Guiding Coalition (ES)	Stipend	\$400
	Guiding Coalition (ES)	Stipend	\$400
	Guiding Coalition (ES)	Stipend	\$400
	Guiding Coalition (ES)	Stipend	\$400

	Guiding Coalition (ES)	Stipend	\$400
	Guiding Coalition (ES)	Stipend	\$400
	z. Guiding Coalition Chair (MS/HS)	Stipend	\$800
	Guiding Coalition (MS/HS)	Stipend	\$400
	Guiding Coalition (MS/HS)	Stipend	\$400
	Guiding Coalition (MS/HS)	Stipend	\$400
	Guiding Coalition (MS/HS)	Stipend	\$400
	Guiding Coalition (MS/HS)	Stipend	\$400
	Guiding Coalition (MS/HS)	Stipend	\$400
	Guiding Coalition (MS/HS)	Stipend	\$400
	aa. Leadership Team Chair (ES)	Stipend	\$600
	Leadership Team (ES)	Stipend	\$300
	Leadership Team (ES)	Stipend	\$300
	Leadership Team (ES)	Stipend	\$300
	Leadership Team (ES)	Stipend	\$300
	Leadership Team (ES)	Stipend	\$300
	Leadership Team (ES)	Stipend	\$300
	bb. Leadership Team Chair (MS/HS)	Stipend	\$600
	Leadership Team (MS/HS)	Stipend	\$300
	Leadership Team (MS/HS)	Stipend	\$300
	Leadership Team (MS/HS)	Stipend	\$300
	Leadership Team (MS/HS)	Stipend	\$300
	Leadership Team (MS/HS)	Stipend	\$300
	Leadership Team (MS/HS)	Stipend	\$300
	cc. Behavior Team Chair (ES)	Stipend	\$600
	Behavior Team (ES)	Stipend	\$300
	Behavior Team (ES)	Stipend	\$300
	Behavior Team (ES)	Stipend	\$300
	Behavior Team (ES)	Stipend	\$300
	Behavior Team (ES)	Stipend	\$300
	dd. Behavior Team Chair (MS/HS)	Stipend	\$600
	Behavior Team (MS/HS)	Stipend	\$300
	Behavior Team (MS/HS)	Stipend	\$300
	Behavior Team (MS/HS)	Stipend	\$300
	Behavior Team (MS/HS)	Stipend	\$300
	Behavior Team (MS/HS)	Stipend	\$300
	ee. Culture Team Chair (ES)	Stipend	\$600
	ff. Culture Team Chair (MS/HS)	Stipend	\$600
	Culture Team (MS/HS)	Stipend	\$300
	Culture Team (MS/HS)	Stipend	\$300

		Culture Team (MS/HS)	Stipend	\$300
		Culture Team (MS/HS)	Stipend	\$300
		gg. Concessions Coordinator	3%	\$1,316
		ee. Wellness Coordinator	4%	\$1,754
<u>Middle School Athletics</u>				
		a. Cross Country	3%	\$1,316
		b. Football	3% (2%)	\$877
		Football	3% (2%)	\$877
		Football	-2%	\$877
		c. 8th Volleyball	3%	\$1,316
		7th Volleyball	3%	\$1,316
		d. 8th Boys Basketball	3%	\$1,316
		7th Boys Basketball	3%	\$1,316
		e. 7th Girls Basketball	3%	\$1,316
		8th Girls Basketball	3%	\$1,316
		f. Track	3%	\$1,316
		f. Track	3%	\$1,316
		f. Track	3%	\$1,316
		f. Track	3%	\$1,316
<u>Mentoring</u>				
		New Teacher Mentor - Year 1	Stipend	\$500
		New Teacher Mentor - Year 2	Stipend	\$500
		New Teacher Mentor - Year 3	Stipend	\$500
		Established Teacher Mentor Year 1	Stipend	\$500

Grievance Initiation Instructions

SCHOOL DISTRICT OF BANGOR

1. Complete the original and two copies.
2. Please print or type.
3. Give the original to your immediate supervisor.
4. Keep one copy for your records.

EMPLOYEE GROUP

EMPLOYEE'S NAME

HOME ADDRESS

SCHOOL

JOB TITLE

1. What is the action or situation about which you have a grievance? (Be specific as to names and locations.)

-
2. On what date did the above action or situation occur?

-
3. What provision of the Employee Handbook has been violated?

-
4. What do you think should be done about it, i.e., what is the remedy that you seek?

-
5. When was this grievance discussed with your immediate supervisor?

Name & Title of your immediate supervisor

-
6. What other person do you want notified regarding this grievance? Provide name and mailing address.

That person's role in this grievance:

EMPLOYEE'S SIGNATURE

DATE

Grievance Appeal Instructions
SCHOOL DISTRICT OF BANGOR

1. Complete the original and two copies of this form.
2. Send the original to the next higher authority to hear the grievance.
3. Retain one copy for your records.
4. An appeal must be filed within the time limits provided or it will be dismissed with prejudice.

EMPLOYEE'S NAME	TITLE	DATE OF GRIEVANCE INITIATION
-----------------	-------	------------------------------

SCHOOL	SHIFT	LOCATION
--------	-------	----------

1. I wish to appeal the grievance disposition signed by:

Name:

Title:

Date:

2. Nature of Grievance:

3. What provision of the *Employee Handbook* has been violated?

4. Reason for Appeal:

EMPLOYEE'S SIGNATURE

DATE

Standards of Conduct – Harassment & Bullying Complaint Form

If you believe you have been the victim of bullying or harassment as defined by district policies, you must immediately fill out this complaint form completely and turn it into your principal or immediate supervisor, unless the principal is the subject of your complaint in which case you must deliver this form to the district superintendent. The district will process your complaint(s) in accordance with applicable Board policies and the terms of this *Handbook*.

- 1) Name: _____
- 2) Address: _____
- 3) Home phone or number where you can be reached: _____
- 4) Position & work site: _____
- 5) Name of immediate supervisor: _____
- 6) Please state date(s) of the event or series of events causing the complaint:

- 7) Please state your complaint including the harm alleged and policy violated:

- 8) Please state specific facts of which you are aware to support your complaint and the names of any witnesses who may be able to corroborate your statements (list all details and attach additional sheets if necessary):

- 9) Please state the remedy sought: _____
- 10) If you will be represented in pursuing your complaint, please identify that individual or organization (if known):

Name: _____
Address: _____
Telephone: _____
FAX: _____

Signature:

Date Submitted:

**Please note that filing this complaint is only the first step in the process. The District will contact you to schedule one, if not several, follow-up meetings as a part of its investigation into your complaint and the allegations contained therein.*

Employee Accident/Injury Report

(To be completed by principal/supervisor within 24 hours of time of accident/injury)

EMPLOYEE INFORMATION	
(Please print legibly)	
Employee Name (Last, First, Middle initial)	
Employee Address	City State Zip
Home Telephone Number ()	Work Telephone Number ()
ACCIDENT INFORMATION	
Building or Site Where Accident Occurred (include address if not at a district facility)	
Date of Accident/Injury	Time of Accident/Injury Name of Person Notified
Describe how the Accident/Injury Occurred:	Body Part(s) Injured:
	Wrist _____ Hand _____
	Leg _____ Knee _____
	Head _____ Eye _____
	Face _____ Teeth _____
	Ankle _____ Foot _____
	Abdomen _____ Chest _____
	Arm _____ Back _____
	Neck _____ Other _____

TREATMENT INFORMATION

Did the Employee See a Doctor or Go to the Hospital? Yes No	Date of First Treatment (if known)
Name of Physician, Clinic or Hospital Name and City/Address	
Signature of Principal and/or Supervisor	Date
<i>Please FAX or deliver front page to the District Office <u>within 24 hours</u> of the Accident/Injury.</i>	

Please describe any resulting injury:	
---------------------------------------	--

Part 2: Accident/Injury Follow-up and Investigation

Were there any witnesses to this accident?

Yes

No

If Yes, complete the following:

Name of Witness(es)

Address

Telephone

Please answer the following questions. Circle "Yes" or "No".

Indicate *N/A* if the questions does not apply.

1. Was injured person properly instructed in safe efficient methods?

Yes

No

2. Did he/she violate any instructions, policies or procedures?

Yes

No

3. Was necessary protective equipment worn? (Goggles, safety belt, hard hat, etc.)

Yes

No

4. Did poor housekeeping contribute to the accident?

Yes

No

5. Was accident caused by something which needed repair?

Yes

No

6. Was accident caused by an unsafe act?

Yes

No

What do you consider the cause(s) of this accident?

What steps are being taken to prevent similar accidents?

Lost Time Information (If applicable)

Time Missed from Work

Date Returned to Work:

Hours:

Days:

Person Making Report:

Name

Title

Date

Building

Principal/Supervisor Signature

Date

Safety Coordinator Review:

**Send completed Employee Accident/Injury Report
to Fiscal Services Office within 3 workdays.**

EMPLOYMENT POSTERS

Employment Posters / Notices

As a general matter, school districts should prominently post the following posters/notices in a place where notices to employees are customarily posted in the workplace. If your district is a federal government contractor or subcontractor, please be aware that there may be other posting requirements for you.

Affordable Care Act – Notice to Employees of Coverage Options

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

English: <https://www.dol.gov/sites/dolgov/files/ebsa/laws-and-regulations/laws/affordable-care-act/for-employers-and-advisers/model-notice-for-employers-who-offer-a-health-plan-to-some-or-all-employees.pdf>

Spanish: <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/affordable-care-act/for-employers-and-advisers/model-notice-for-employers-who-offer-a-health-plan-to-some-or-all-employees-es.pdf>

For employers who do not offer a health plan:

English: <https://www.dol.gov/sites/dolgov/files/ebsa/laws-and-regulations/laws/affordable-care-act/for-employers-and-advisers/model-notice-for-employers-who-do-not-offer-a-health-plan.pdf>

Spanish: <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/affordable-care-act/for-employers-and-advisers/model-notice-for-employers-who-do-not-offer-a-health-plan-es.pdf>

Bone Marrow and Organ Donation Leave Act

English <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-18114-p.pdf>

Spanish <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-18114-s-p.pdf>

COBRA –

Model General Notice

English <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-general-notice.docx>

Spanish <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-general-notice-spanish.docx>

Model Election Notice

English <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-election-notice.docx>

Spanish <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-election-notice-spanish.docx>

Copyright Basics

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

Employee Protections Against Use of Honesty Testing Devices - Wisconsin

English <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-10861-p.pdf>

EEOC's Know Your Rights

English https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRights6.12.pdf

Spanish https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRightsSp6.12.pdf

Fair Employment Law - Wisconsin

English <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-4531-p.pdf>

Spanish <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-4531-s-p.pdf>

Fair Labor Standards Act – Federal

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/minwagep.pdf>

www.dol.gov/sites/dolgov/files/WHD/legacy/files/minwagep-small.pdf

Family and Medical Leave Act - Wisconsin

English <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-7983-p.pdf>

Spanish <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-7983-s-p.pdf>

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

English <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf>

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

Federal Requirements for Asbestos Management in Schools

English https://www.epa.gov/sites/production/files/documents/aherarequirements_1_0.pdf

Hazardous Chemicals in the Workplace?

English <https://dsps.wi.gov/Documents/Programs/PublicSafety/SBD6894.pdf>

Hours and Times of Day Minors May Work in Wisconsin

English <https://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>

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

<https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/job-loss-poster-11x17.pdf>

Minimum Wage Rates - Wisconsin

English <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-9247-p.pdf>

Spanish <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-9247-s-p.pdf>

Notice to Employees about Applying for Wisconsin Unemployment Benefits

English <https://dwd.wisconsin.gov/dwd/publications/ui/ucb-7-p.pdf?010424>

Spanish <https://dwd.wisconsin.gov/dwd/publications/ui/ucb-7-s-p.pdf?010424>

Hmong <https://dwd.wisconsin.gov/dwd/publications/ui/ucb-7-h-p.pdf?010424>

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

English <https://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 <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-11054-p.pdf>

Public Employee Safety and Health

English <https://dsps.wi.gov/Documents/Programs/PublicSafety/SBD9301.pdf>

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

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

English <https://www.dol.gov/sites/dolgov/files/VETS/files/USERRA-Poster.pdf>

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

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

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to **request FMLA leave you must:**

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You do **not** have to share a medical diagnosis but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your employer **may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

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

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must:**

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your employer **cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your employer **must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your employer **must notify you in writing:**

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call 1-866-487-9243 or visit [dol.gov/fmla](https://www.dol.gov/fmla) to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR



WH1420 REV 04/23

SCHOOL DISTRICT OF BANGOR

**Notice of Privacy Practices
REQUIRED NOTIFICATION**

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 August 1, 2026 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 www.bangork12.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 and 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.

COMPLAINTS

You have the right to file a complaint if you believe your privacy rights have been violated. You may file a complaint by writing to the District's Privacy Officer (*see* Contact Information, below). You may also file a complaint with the Department of Health and Human Services. You will not be retaliated against for filing a complaint.

CONTACT INFORMATION

For further information about the District's privacy policies, please contact:

David Brokopp Ph.D.
Bangor School District
700 10th Avenue South
Bangor, Wisconsin 54614
(608) 486-5202