

School District of Holmen



Employee Handbook

School District of Holmen Vision: Educating every student to achieve global success

Effective July 1, 2012

Updates as recent as July 1, 2024

Note: Subsequent future changes may not be reflected in printed copies. See www.holmen.k12.wi.us for most recent version.

Table of Contents

Note: all information displayed in Table of Contents can be clicked on as a [hyperlink](#).

PART I – PROVISIONS APPLICABLE TO ALL STAFF (*"Click" on an item below to be taken to that item's location*)

Section 1 – Preamble and Definitions

About this Handbook (<i>Updated 6/13/2013</i>).....	15
General Personnel Policies	15

Section 2 – Employment Law

Employment of Minors.....	15
Equal Opportunity (<i>Updated 3/14/2017</i>).....	15
Equal Opportunity Complaints (<i>Updated 7/1/2023</i>)	16
Fair Labor Standards Act	17
Family and Medical Leave Act (<i>Updated 7/1/2023</i>).....	17
Immigration Law Compliance.....	18
Nondiscrimination Based on Genetic Information of the Employee (<i>Updated 7/1/2023</i>).....	18
Title IX – Notice of Nondiscrimination (<i>Updated 7/22/2024</i>).....	18

Section 3 – General Employment Practices and Expectations

Acceptable Use of Technology and Social Media (<i>Updated 2/22/2016</i>)	19
Accident/Incident Reports (<i>Updated 6/24/2014</i>)	19
Animals in School	19
Attendance (<i>Updated 2/15/2013</i>).....	20
Bulletin Boards	20
Child Abuse Reporting.....	20
Confidentiality.....	20
Conflict of Interest.....	20
Contracts and Conflict of Interest	21
Copyright.....	21
CPR/First Aid/AED (<i>Updated 7/1/2022</i>).....	21
Criminal History Record Checks and Self-Reporting Requirements (<i>Updated 7/1/2023</i>).....	22
District Expectations	22
District Property	23
DPI Reporting of Licensed Educator Misconduct (<i>Updated 7/29/2015</i>).....	23
Drug-, Alcohol-, and Tobacco-Free Workplace (<i>Updated 7/1/2023</i>)	23
Employee Anti-Harassment (<i>Updated 7/1/2023</i>).....	24
Employee Assistance Program	24

Employee’s Child at Work (Updated 7/1/2024).....	24
Employee Identification Badges.....	25
Employee – Student Relations (Updated 2/19/2016)	25
Employee (Whistleblower) Protection (Updated 7/1/2023).....	25
Ethics and Conflict of Interest (Updated 7/1/2023).....	26
False Reports.....	28
Financial Controls and Oversight	28
Fraud and Financial Impropriety	28
Gambling	29
Gifts and Sale of Goods and Services (Updated 6/24/2014)	29
Honesty	29
Investigations	29
Lactation Breaks (Updated 7/1/2023).....	30
Legal Custodian of Records	30
Licensure/Certification.....	30
Medication Administering.....	30
Nepotism.....	31
Operators of District Vehicles, Personal Vehicles, and Mobile Equipment	31
Other Employee Leaves (Updated 7/1/2023).....	32
Outside Employment	34
Staff Dress Code and Grooming (Updated 7/1/2023).....	34
Personal Property of Staff Members (Updated 7/1/2023).....	34
Personnel Files	34
Physical Examination (Updated 7/1/2023).....	35
Political Activity.....	36
Position Descriptions (Updated 3/13/2018).....	36
Severance from Employment.....	36
Solicitations	37
Staff Immunizations (Updated 1/26/2021).....	37
Student Code of Conduct and Handbook	37
Teamwork (Updated 7/29/2015)	37
Threats of School Violence – Mandatory Reporting (Updated 7/1/2019).....	38
Weapons (Updated 7/1/2023).....	38
Wellness.....	39

Work Made for Hire	40
Workplace Safety (<i>Updated 7/1/2023</i>).....	40
Work Spaces, Including Desks, Lockers, etc (<i>Updated 6/24/2014</i>).....	41
Threatening Behavior Toward Staff Members (<i>Updated 7/1/2023</i>).....	41
Unrequested Leaves of Absence/Fitness for Duty (<i>Updated 7/1/2023</i>).....	41
Use of Tobacco and Nicotine by Staff (<i>Updated 7/1/2023</i>).....	42
Section 4 – Management Rights	
Delineation of Rights	44
Sole Basis.....	44
Job Descriptions (<i>Updated 7/1/2023</i>)	44
Section 5 – Grievance Procedure	
Grievance Definitions (<i>Updated 4/28/2014</i>).....	44
Grievance Procedure Concerning Employer Terminations and Employee Discipline.....	45
Grievance Procedure Concerning Employee Workplace Safety	46
General Provisions Related to Grievances Procedures	47
Section 6 – Pay Periods	
Payroll Dates (<i>Updated 7/1/2024</i>)	48
Direct Deposit Payment Method	49
Dues Payments (<i>Updated 11/24/2014</i>)	49
Section 7 – Compensation and Expense Reimbursement Applicable to All District Employees	
Mileage Reimbursement.....	49
Section 8 – Worker’s Compensation	
Worker’s Compensation Coverage and Reporting Responsibilities (<i>Updated 6/13/2016</i>).....	49
Benefits While on Worker’s Compensation (<i>Updated 5/13/2014</i>).....	50
Injuries Not Covered by Worker’s Compensation (<i>Updated 6/13/2016</i>)	50
Section 9 – Paid Leave	
Paid Leave Earned (<i>Updated 7/1/2019</i>).....	50
Paid Leave Use (<i>Updated 7/1/2020</i>).....	51
Paid Leave Accumulation	52
Paid Leave and Long-term or Short-term Disability	52
Overused Paid Leave	52
Reporting Procedure – Doctor’s Certificate	53
Holidays during Paid Leave.....	53
Section 10 - Holidays	

Holidays Defined (<i>Updated 4/24/2013</i>).....	53
Holidays Falling on Weekends (<i>Updated 11/24/2014</i>).....	54
Holidays Falling on Student Contact Days (<i>Updated 11/24/2014</i>).....	54
Work on a Holiday (<i>Updated 11/24/2014</i>).....	54
Holidays during Vacation	54
Eligibility for Holiday (<i>Updated 3/28/2014</i>)	54
Section 11 – Personal Days	
Personal Days Provided (<i>Updated 6/13/2013</i>)	54
Personal Leave Day Restrictions	55
Approval of Personal Leave.....	55
Part-time Employees.....	56
Personal Leave Increments (<i>Updated 7/1/2024</i>)	56
Personal Leave Accumulation (<i>Updated 7/1/2022</i>)	56
Adjustments upon Termination (<i>Updated 7/1/2019</i>)	56
Section 12 – Uniformed Services Leave	
Uniformed Services Leave of Absence	56
Seniority/Length of Service during Uniformed Services Leave	57
Requests for Uniformed Services Leave.....	57
Section 13 – Unpaid Leaves of Absence	
All Unpaid Leave (<i>Updated 7/1/2024</i>)	57
Donation of Leave (<i>Updated 7/1/2023</i>).....	60
Section 14 – Benefits – General (<i>Updated 3/13/2018</i>)	
Alternate Benefit Plan [ABP] in Lieu of Health Insurance (<i>Updated 3/13/2018</i>).....	61
Cafeteria Plan/Flexible Spending Account (<i>Updated 11/24/2014</i>).....	63
COBRA Law Continuation of District Health Plan Participation	64
Dental Insurance (<i>Updated 3/13/2018</i>).....	65
Health Insurance (<i>Updated 3/13/2018</i>).....	65
Life Insurance (<i>Updated 3/13/2018</i>)	65
Long-Term Disability (<i>Updated 3/13/2018</i>).....	66
Post-Employment Insurance Eligibility (<i>Updated 3/13/2018</i>).....	67
Short-Term Disability.....	67
Wisconsin Retirement System (WRS) Contributions (<i>Updated 2/15/2013</i>)	67
Section 15 – Work Stoppage	
Work Stoppage.....	67

Section 16 – Conformity to Law

Conformity to Law..... 68

Section 17 - Evaluations

Evaluations.....68

PART II – STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.22, WIS. STATS. AND PROFESSIONAL/EXEMPT NON-SUPERVISORY EMPLOYEES (*"Click" on an item below to be taken to that item's location*)

Section 1 – Discipline, Termination, and Nonrenewal

Standard for Nonrenewal for Teachers..... 70
Length of Probationary Period for Teachers 70
Standard for Discipline and Termination 70
Benefits for Non-Probationary Employees 70
Representation (**Updated 7/1/2024**)..... 70
Disciplinary Materials..... 70

Section 2 – Professional Hours/Work Day

Normal Hours of Work (**Updated 5/13/2014**)..... 71
Administratively Called Meetings 71
Attendance at School Events..... 71
Emergency School Closures 71
Work Schedule (**Updated 7/1/2024**) 72
Teaching Load (**Updated 4/28/2014**)..... 72

Section 3 – Professional Growth

Requirement to Remain Current..... 72

Section 4 – Teacher Assignments, Vacancies, and Transfers

Teacher Assignments, Vacancies, and Transfers..... 72
Employee Resignations (**Updated 7/1/2019**)..... 74
Teacher Absence and Substitutes 75
Summer School Assignments 75
Extended Contracts (**Updated 7/1/2020**)..... 75
Assignment of Additional Time 76
Letter of Intent to Renew..... 76

Section 5 – Reductions in Force, Position, and Hours

Reasons for Reduction in Force..... 76
Notice of Reduction..... 76
Selection for Reduction – Steps 76

Reduction in Hours Resulting in Nonrenewal	77
Reemployment Process.....	77
Termination of Reemployment Opportunities.....	78
Insurance Benefits Following Nonrenewal.....	78
Accrued Benefits during Reemployment Period.....	78

Section 6 – Professional Compensation

Initial Salary Determination (<i>Updated 7/1/2024</i>)	78
Salary Determination after First Year of Employment (<i>Updated 7/1/2024</i>).....	78
Educational Lane Adjustments (<i>Updated 7/1/2024</i>).....	78
Supplemental Stipends (<i>Updated 7/1/2024</i>).....	78
Over/Underpayment of Contract (<i>Updated 7/1/2024</i>)	79
Curriculum Writing/Facilitation of Staff Development, Staff Development, Team Leader, Mentor, Curriculum Chair/Curriculum Council and Other Extra Duty Assignments (<i>Updated 7/1/2023</i>).....	79
National Board Certification (<i>Updated 7/1/2023</i>).....	80
Extra Duty Pay (<i>Updated 7/1/2022</i>)	80
Summer School (<i>Updated 4/24/2013</i>).....	81
Overload Compensation (<i>Updated 7/1/2020</i>).....	81
Subbing for Another Teacher (<i>Updated 7/1/2023</i>).....	81

Section 7 - Insurances

Dental Insurance	82
Health Insurance (<i>Updated 6/12/2018</i>).....	83

Section 8 – Post-Employment Benefits

Post-Employment Benefits (<i>Updated 6/12/2018</i>).....	84
--	----

PART II A – SCHOOL NURSE STAFF (*"Click" on an item below to be taken to that item's location*)

Section 1 – Discipline, Termination, and Nonrenewal

Length of Probationary Period for Nurses	88
Standard for Discipline and Termination	88
Benefits for Non-Probationary Employees	88
Representation (<i>Updated 7/1/2024</i>).....	88
Disciplinary Materials.....	88

Section 2 – Professional Hours/Work Day

Normal Hours of Work.....	88
Administratively Called Meetings	89
Attendance at School Events.....	89

Emergency School Closures	89
Work Schedule.....	89
Section 3 – Professional Growth	
Requirement to Remain Current.....	90
Section 4 – Assignments, Vacancies, and Transfers	
Assignments, Vacancies, and Transfers	90
Employee Resignations.....	92
Absence and Substitutes (Updated 7/1/2024).....	92
Summer School Assignments	93
Extended Contracts (190 day nurse only).....	93
Assignment of Additional Time	93
Employment Contract	93
Section 5 – Reductions in Force, Position, and Hours	
Reasons for Reduction in Force.....	93
Notice of Reduction.....	93
Selection for Reduction – Steps	94
Section 6 – Professional Compensation	
Initial Salary Schedule Placement	94
Annual Contract Increases	94
Over/Under Payment of Wages.....	94
National Board Certification.....	95
Extra Duty Pay (Updated 7/1/2022)	95
Vacation – 260 Day Nurse	95
Section 7 - Insurances	
Dental Insurance	96
Health Insurance (Updated 6/12/2018).....	97
Section 8 – Post-Employment Benefits	
Post-Employment Benefits.....	98
PART III – NON-EXEMPT STAFF WITHOUT INDIVIDUAL CONTRACTS UNDER §§ 118.22 OR 118.24, WIS. STATS (<i>“Click” on an item below to be taken to that item’s location</i>)	
Section 1 – Discipline and Discharge	
Length of Probationary Period.....	102
Standard for Discipline and Termination	102
Probationary Limitations/Restrictions	102

Representation (<i>Updated 7/1/2024</i>).....	102
Disciplinary Materials.....	102
Section 2 – Hours of Work and Work Schedule	
Letter of Appointment (<i>Updated 6/13/2013</i>).....	102
Regular Workday and Starting and Ending Times.....	103
Regular Work Week	103
Part-Time Employees	103
Additional Hours and Overtime – Approval and Assignment	103
Compensatory Time Off	104
Event Attendance – Approval and Compensation (<i>Updated 5/2/2018</i>).....	104
Meal Period (<i>Updated 7/1/2024</i>).....	105
Paid Breaks (<i>Updated 5/13/2014</i>).....	105
Shift Breaks (<i>Updated 6/28/2018</i>).....	106
Timesheets or Other Form of Electronic Tracking of Hours Worked.....	106
Emergency School Closings (<i>Updated 7/1/2024</i>).....	106
Flexible Schedule (<i>Updated 6/28/2018</i>)	107
Call-In Pay (<i>Updated 7/1/2019</i>)	107
Attendance at Meetings.....	108
Drivers - Extra Trips (<i>Updated 12/8/2017</i>).....	108
Compensable Time for Travel and Professional Development Conference (<i>Updated 7/1/2024</i>) ...	110
Drug/Alcohol Testing.....	110
Section 3 – Reductions in Force, Position, and Hours	
Reasons for Staff Reduction (<i>Updated 6/13/2013</i>).....	110
Reduction Notice.....	110
Selection for Reduction – Steps (<i>Updated 6/13/2013</i>).....	110
Reduction in Hours.....	111
Limited Term Reduction (<i>Updated 6/13/2013</i>)	111
Recall/Rehire Process Period	111
Recall Procedure.....	112
Termination of Recall Options.....	112
Insurance Benefits during Reduction	112
Accrued Benefits during Reduction.....	112
Other Employment during Reduction	112
Section 4 – Assignments, Vacancies, and Transfers	

Job Posting (<i>Updated 6/13/2013</i>)	112
Selection Process (<i>Updated 6/13/2013</i>)	112
Reassignment	114
Assignment of Additional Hours	114
Limited Term Positions (<i>Updated 3/29/17, Effective 7/1/2017</i>).....	114
Employee Absence and Substitutes(<i>Updated 7/1/2024</i>).....	115
Section 5 – Paid Vacation	
Eligibility and Use.....	115
Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time and Part-Time Employees (<i>Updated 7/1/2022</i>).....	115
Scheduling of Vacation.....	116
Vacation Accumulation.....	116
Adjustments upon Termination/Transfer to a Position Not Eligible for Vacation (<i>Updated 7/1/2019</i>)	116
Loyalty Day.....	116
Vacation Accumulated But Not Allocated as of June 30, 2012 (<i>Updated 11/24/2014</i>).....	117
6/30/12 Transition Language on Carryover.....	117
Section 6 – Wage Compensation and Expenses	
Wage Schedule (<i>Updated 6/13/2013</i>).....	117
New Employee Wage Schedule Placement (<i>Updated 1/12/2016</i>).....	117
Out-of-Classification Pay (<i>Updated 11/24/2014</i>).....	118
Over/Under Payment of Wages.....	118
Step Placement upon Transfer.....	118
Uniforms, Protective Clothing and Tools (<i>Updated 6/12/2018</i>).....	118
Expenses (<i>Updated 7/1/2024</i>).....	119
Substitutes for Teachers.....	119
Extra Duty Pay (<i>Updated 7/1/2022</i>).....	119
Section 7 – Job Related Training and Licensure	
In-Service Training.....	120
License Renewal Reimbursement for Special Education Assistants and Drivers(<i>Updated 7/1/2024</i>).....	120
Section 8 – Resignation from Employment	
Notice of Termination of Employment (<i>Updated 7/1/2024</i>).....	120
Section 9 - Insurances	

Dental Insurance (<i>Updated 6/13/2013</i>).....	121
Health Insurance (<i>Updated 6/24/2014</i>).....	121
Section 10 – Post-Employment Benefits	
Post-Employment Benefits (<i>Updated 3/13/2018</i>).....	122
PART IV –STAFF WITH INDIVIDUAL CONTRACTS UNDER §§ 118.24, WIS. STATS., EXECUTIVE, ADMINISTRATIVE AND ACADEMIC ADMINISTRATIVE EMPLOYEES (<i>"Click" on an item below to be taken to that item's location</i>)	
Section 1 – Discipline, Termination, and Nonrenewal	
Standard for Nonrenewal for Administrators.....	125
Standard for Discipline and Termination	125
Disciplinary Materials.....	125
Section 2 – Job Responsibilities	
Professional Level of Competence.....	125
Devotion of Full-time to Job.....	125
Administrator License or Certificate	125
Determination of Assignment.....	125
Section 3 – Work Schedules	
Work Schedules for Administrative/Supervisory Staff.....	126
Section 4 – Professional Growth	
Requirement to Remain Current and Professional Reimbursement	126
Section 5 – Professional Compensation	
Base Salary	126
Professional Compensation beyond Base Salary (<i>Updated 7/1/2024</i>).....	126
Over/Under Payments of Wages (<i>Updated 7/1/2022</i>).....	127
Vacation (<i>Updated 7/1/2020</i>).....	127
Section 6 - Insurances	
Dental Insurance (<i>Updated 3/28/2014</i>).....	128
Health Insurance (<i>Updated 6/12/2018</i>).....	129
Section 7 – Post-Employment Benefits	
Post-Employment Benefits (<i>Updated 7/1/2019</i>)	130
Section 8 – Individual Contract Provisions	
Purpose and Process	133
Paid Leave Credited.....	133
PART V – CO-CURRICULAR EMPLOYEES (<i>"Click" on an item below to be taken to that item's location</i>)	
Section 1 – Athletic and Activity Assignments	

Employment of Personnel for Co-Curricular Activities (<i>Updated 7/1/2023</i>).....	135
Letter of Assignment	135
Payments.....	135
Work Schedule	135
Professional Leave to Attend Clinics and State/National Tournaments (<i>Updated 7/1/2024</i>)	135
Extra-Curricular Pay Schedule (<i>Updated 7/1/2024</i>)	136
Paid Leave Benefits	140
Dismissal/Removal from Co-Curricular Assignment	140

PART VI – SUBSTITUTE EMPLOYEES (*"Click" on an item below to be taken to that item's location*)

Section 1 – All Substitute Employees

Pre-Employment Requirements.....	142
Paid Leave Benefits	142
Notice of Continuance of Employment.....	142

Section 2 – Substitute Teachers

Licensure and/or Permit.....	142
Training and Evaluation.....	142
Assignment and Professional Responsibilities	142
Dismissal/Removal from Substitute List.....	143
Miscellaneous Provisions	143
Substitute Teacher Pay Schedule (<i>Updated 7/1/2024</i>).....	144

Section 3 – Support Staff Substitutes

Licensure and/or Permit.....	144
Training and Evaluation.....	144
Assignment and Professional Responsibilities	144
Dismissal/Removal from Substitute List.....	145
Miscellaneous Provisions	145
Substitute Employee Pay Rates (<i>Updated 7/1/2024</i>)	145

Appendix (*"Click" on an item below to be taken to that item's location*)

2024-2025 School Year Calendar – Calendar Year Staff (<i>Updated 7/1/2024</i>).....	148
2024-2025 School Year Calendar – Cooks (<i>Updated 7/1/2024</i>).....	149
2024-2025 School Year Calendar – Drivers (<i>Updated 7/1/2024</i>).....	150
2024-2025 School Year Calendar – Education Assistants & School Yr. Admin. Asst. (<i>Updated 7/1/2024</i>).....	151
2024-2025 School Year Calendar – Teachers (<i>Updated 7/1/2024</i>).....	152
Discrimination Complaint Form (<i>Updated 1/12/2017</i>).....	153

District’s Vision, Mission, and Core Values 154
Employee Acknowledgement (**Updated 4/28/2014**)..... 155
Employee's Child at Work Accident Waiver and Release of Liability Form (**Updated 7/1/2024**) 156
Grievance Initiation Instructions 158
Harassment/Threatening Behavior Complaint Form (**Updated 1/12/2017**) 159

School District of Holmen



Employee Handbook

PART I – PROVISIONS APPLICABLE TO ALL STAFF

Created June 2012

Section 1 – Preamble and Definitions

About this Handbook

- A. Employees Covered: This Handbook is provided as a reference document for School District of Holmen (hereinafter referred to as “District”) employees.
- B. Disclaimer: The contents of this Handbook are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees. Notwithstanding any provisions of this Handbook, employment may be terminated at any time, with 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. Copies of Board Policies and Administrative Regulations are available on the 60expand the intent of the expressed language of the handbook.

General Personnel Policies

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

Section 2 – Employment Law

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.

Equal Opportunity

In order to provide a school environment that encourages optimum human growth and development for its students and employees, it is the policy of the School District of Holmen to maintain and take all necessary and appropriate actions to ensure a learning and working environment free of any form of discrimination toward students, personnel, school board members, volunteers, and visitors. For information related to Equal Opportunity, please see Board policies 1422 – Nondiscrimination and Equal Employment Opportunity, 3122 – Nondiscrimination and Equal Employment Opportunity, and 4122 - Nondiscrimination and Equal Employment Opportunity.

Nondiscrimination and Equal Employment Opportunity

The Board does not discriminate in the employment of staff on the basis of race, color, national origin, age, sex (including gender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District’s premises during non-working hours, declining to attend an employer-sponsored meeting or to

participate in any communication with the employer about religious matters or political matters, or any other legally protected category in its programs and activities, including employment opportunities.

Notice of the Board's policy on nondiscrimination and the identity of the School District's Compliance Officer(s) (see below) will be published on the District's website, posted throughout the District, and included in the District's recruitment statements or general information publications.

District Compliance Officers

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

Jill Mason

Executive Director of Student Services

608-526-1308

1019 McHugh Road

Holmen, WI 54636

masjil@holmen.k12.wi.us

Melissa Kaatz

Director of Human Resources

608-526-1319

1019 McHugh Road

Holmen, WI 54636

kaamel@holmen.k12.wi.us

The names, titles, and contact information of these individuals will be published annually on the School District's website.

The COs are responsible for coordinating the District's efforts to comply with the applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation, or denial of equal access. The COs shall also verify that proper notice of nondiscrimination has been provided for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination in Employment Act of 1975, and the Genetic Information Nondiscrimination Act (GINA) to students, their parents, staff members, and the general public.

Reports and Complaints of Discrimination and Retaliation

Employees are required to report incidents of discrimination and/or retaliation to an administrator, supervisor, or other supervisory employees so that the Board may address the conduct. Any administrator, supervisor, or other supervisory employees who receive such a report shall file it with the CO at the employee's first opportunity, but no later than two (2) days.

For complete complaint process and policy details, see Board Policy 1422 – Nondiscrimination and Equal Employment Opportunity.

Fair Labor Standards Act

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA]. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found in Part III of the *Employee Handbook*. Notification of rights under the FLSA is set forth in the employment posters displayed in a conspicuous place at the work site.

Family and Medical Leave Act

FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")

Introduction

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

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

Eligibility Requirements

To be eligible for leave under the FMLA, a staff member must have been employed by the Board for at least twelve (12) months in the past seven (7) years and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the requested leave. All full-time instructional staff members are deemed to meet the 1,250 hour requirement.

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

Required Staff Member Notice

The staff member must provide the District Administrator with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for the staff member's own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption under the WFMLA, the staff member must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin, a change in circumstances or medical

emergency, notice must be given as soon as practical. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

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

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

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

See Board Policy 1630.01 for complete policy details.

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.

Nondiscrimination Based on Genetic Information of the Employee

The Board prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify applicants or employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of the person as an employee, based on genetic information. Harassment of a person because of genetic information also is prohibited. Likewise, retaliation against a person for identifying, objecting to, or filing a complaint concerning a violation of this policy is prohibited.

See Board Policy 1422.02 for complete policy details.

Title IX – Notice of Notification

The Board of the School District of Holmen does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX may be referred to the District's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights ("OCR"), or both.

The District's Title IX Coordinator are:

Jill Mason
Executive Director of Student Services
608-526-1308
1019 McHugh Rd, Holmen WI 54636

masjil@holmen.k12.wi.us

Melissa Kaatz
Director of Human Services
608-526-1319
1019 McHugh Rd, Holmen WI 54636
kaamel@holmen.k12.wi.us

The Board's nondiscrimination policy and grievance procedures can be located in Policy 2264 – Nondiscrimination on the Basis of Sex in Education Programs or Activities (for allegations of sex-based nondiscrimination that occur on or after August 1, 2024) and Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities (for allegations of sex-based nondiscrimination that occur on or before July 31, 2024), both of which are available at: <https://go.boarddocs.com/wi/holmen/Board.nsf/Public?open&id=policies>.

To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to <https://www.holmen.k12.wi.us/district/title-ix.cfm>.

Contact information for OCR is available here: <https://ocrcas.ed.gov/contact-ocr>.

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of sexual harassment or submitting a false formal complaint. The Board will not tolerate such conduct, which is a violation of the Student Code of Conduct and the Employee Handbook.

Section 3 – General Employment Practices and Expectations

Acceptable Use of Technology and Social Media

The School District of Holmen recognizes that information technology resources significantly impact the operational and instructional environment of our District. Additionally, the District supports access to information and technology resources by school stakeholders (students, staff, community, parents, guests, etc.) and strives to ensure that the use of technology is efficient, safe, and appropriate.

For information related to Acceptable Use, please see Board Policy 7540.04 – Staff Technology Acceptable Use and Safety.

Accident/Incident Reports

All accidents/incidents resulting in District property damage and/or personal injury, 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. As directed, the employee must document the accident/incident and submit to the building principal/immediate supervisor 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* in Part I, Workers Compensation.

Animals in School

Appropriate use of live animals in the school can be an instructional resource that enriches the educational program. However, the use of live animals shall not compromise the health and safety of students and employees. The building administrator, in consultation with the school nurse, shall make such determinations on the appropriateness of live animals in the schools.

For more information related to animals in school, please see Board Policy 8390 – Animals on District Property.

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. Any time spent not working during an employee's scheduled day must be accounted for in the District's automated attendance software (Skyward) using the appropriate reasons (Please see appropriate sections regarding available leave types.)

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.

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. 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 Building Administrator(s) will be provided a copy of all posted material at the time of the posting. The Building Administrator(s) shall be allowed to remove material from the bulletin board(s) at his/her discretion.

Child Abuse Reporting

Child abuse reporting is extremely time sensitive, if you have any suspicions of child abuse or your responsibility to report, please see Board policies 5540.01 – Investigations involving suspected child abuse, 8462 – Child Abuse and Neglect, and 5540 The Schools and Law Enforcement Agencies.

Confidentiality

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy 8330 – Student Records. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

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. *See Wis. Stats. § 19.59(1), 946.13(1)(a) and (b), 946.14.*

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. § 19.59(1), 946.13(1)(a) and (b), 946.14.*

Copyright

For information related to please see Board policy 2531 – Use of Copyrighted Works.

CPR/First Aid/AED

In case of an emergency, employees should call 911.

The District will provide trained and certified staff to be available to students, staff and community while present in our school buildings or attending school activities. The following classifications of employees will be designated to provide assistance and therefore, are required to hold certification:

- Nurses
- All Educational Assistants
- Nutritional Team Leader/Kitchen Manager
- All Administrative Assistants
- Head Custodians
- Custodians
- Bus Drivers
- Van Drivers
- Coaches/Advisors
- Off-the-Street Coaches/Advisors*
- Additional employees not listed above, but are serving on a building "Crisis Team".

The District will provide new certification and recertification classes for those employees who are required to be certified in CPR/First Aid/AED. The classes will be completed by the employees on paid time at a rate of \$18 per hour and the District will pay for any administration fees required for the certification. Employees who are not required to be certified but would like to be, may attend certification courses during non-work hours and on unpaid time, and the District will pay for any administration fees required for the certification.

Any employee who is trained to instruct CPR/First Aid/AED courses, and does so for the District, shall be compensated at a rate of \$15 per successfully certified enrollee. Upon verification of enrollee certification, the instructor shall submit for payment. The payment form must include a copy of the class enrollment form which includes the enrollee information.

*The District will provide new certification and recertification classes for those "off-the-street" coaches/advisors who are required to be certified in CPR/First Aid/AED. The certification classes will be completed by the coach/advisor on paid time at the rate of \$18 per hour. The District will pay for any administration fees required

for the certification. The paid time for attendance at the certification course will be above and beyond the coach/advisor contract.

Criminal History Record Check and Employee Self-Reporting Requirements

Criminal History Record Check

To safeguard students and staff members, the Board requires an inquiry into the background of each applicant the District Administrator recommends for employment staff. Any contracts with outsourced services, employment agencies, or temporary services must require such providers to conduct and retain a criminal history record check of individuals providing service to the District.

Such an inquiry shall also be made for substitutes who may be employed by the District and for volunteers assisting District staff.

The District Administrator or designee shall establish the necessary procedures for obtaining any criminal history on the applicant.

Should it be necessary to employ a person in order to maintain continuity of the program prior to receipt of the report, the District Administrator may employ the person on a provisional basis until the report is received.

All information and records obtained from such inquiries are to be considered confidential and shall not be released or disseminated to those not directly involved in evaluating the applicant's qualifications.

Employee Self-Reporting Requirement

All District employees shall notify the District Administrator as soon as possible, but no more than three (3) calendar days, after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any criminal or municipal offense.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses (e.g. non-moving violations, failure to yield, failure to obey a traffic signal, unattended vehicle, illegal parking). Failure to report under this section may result in disciplinary action, up to and including termination. All employment decisions by the District based on such information must comply with Wisconsin's arrest and conviction discrimination law.

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.

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. 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.

Employees cannot use District property for personal use or gain.

DPI Reporting of Licensed Educator Misconduct

If it is determined that an employee has engaged in misconduct involving sexual exploitation of a student, the District Administrator or his/her designee shall make a report in accordance with state law and established rule. If a report concerns a District Administrator, the Board President or his/her designee shall file the report.

- A. A report to the State Superintendent of the Department of Public Instruction is made for a licensed employee if he/she:
 1. Has been charged with a crime against children, a felony with a maximum prison term of at least five years or a crime in which the victim was a child, or
 2. Has been convicted of a crime described in (A) above or of fourth degree sexual assault, or
 3. Has been dismissed by the Districts or his/her contract has been non-renewed based in whole or in part on evidence that the employee engaged in immoral conduct. For purposes of state law, "immoral conduct" means conduct or behavior that is contrary to commonly accepted moral or ethical standards and that endangers the health, safety, welfare, or education of any student; or
 4. Has resigned and the District Administrator or Board President, if applicable, has reasonable suspicion that the resignation related to the employee having engaged in immoral conduct. If the employee has been requested to resign by the District Administrator or his/her designee, and immoral conduct is suspected, the District Administrator or his/her designee shall inform the employee that he/she has a duty to report the resignation to the State Superintendent of the Department of Public Instruction.
- B. A report shall be made to the State Superintendent of the Department of Public Instruction regarding a non- licensed employee if he/she is convicted of a crime described in 1 above or of fourth degree sexual assault.

Reports to the State Superintendent shall be made within fifteen (15) days after the District Administrator or his/her designee or Board President, if applicable, becomes aware of the charge, conviction, dismissal, non- renewal or resignation that meets the requirements of 1 and 2 above.

The Employee who is the subject of a report to the State Superintendent of the Department of Public Instruction shall be given a copy of the report.

In those instances where an employee's conduct results in a reasonable belief that a child has been abused or neglected per Wisconsin Statute 48.02(12g), the District Administrator or his/her designee shall report to the County Department of Health and Human Services, Sheriff, or Village Police Department the facts and circumstances contributing to the suspicion of child abuse or neglect.

Drug, Alcohol, and Tobacco-Free Workplace

The Board believes that quality education is not possible in an environment affected by the use of illegal drugs and alcohol as well as the abuse of prescription drugs. It will seek, therefore, to establish and maintain a drug-free workplace.

The Board prohibits any member of the District's staff from any of the following at any time while on or in District property or while performing duties at a District-related activity or event:

- A. manufacturing, possessing, using, distributing, dispensing, or being under the influence of any controlled substance or alcohol;
- B. using, distributing, or possessing drug paraphernalia; or
- C. unlawfully possessing, using, distributing, dispensing, or abusing a prescribed or over-the-counter medication.

See Board Policy 3122.01 and 4122.01 for complete policy details.

Employee Anti-Harassment

The Board is committed to a work environment that is free of harassment of any form. The Board will not tolerate any form of harassment and will take all necessary and appropriate action to eliminate it. Any member of the School District community who violates this policy will be subject to disciplinary action, up to and including termination of employment. Additionally, appropriate action will be taken to stop and otherwise deal with any third party who engages in harassment against our employees.

Any employee who believes they have been the victim of harassment prohibited under this policy is encourage to report the alleged harassment to the appropriate school official as identified in Board Policy 1662.

See Board Policy 1662 for complete harassment policy.

Employee Assistance Program

The School District of Holmen is dedicated to promoting the health and welfare of its employees. The District believes that an Employee Assistance Program (EAP) enhances a healthy and productive work environment and therefore promotes student achievement. The EAP offers confidential and professional services to assist employees and their immediate family in resolving personal or job-related concerns.

For information related to Employee Assistance Program, please see Human Resources website.

Employee's Child at Work

The School District of Holmen (District) strives to provide a positive work environment for its employees. In creating and supporting a positive work environment the District recognizes the need to be as supportive as possible in assisting employees with family concerns in childcare, while at the same time, maintaining a work environment that is responsive to the needs of the District.

In meeting the goal of providing a positive work environment, the District may make reasonable accommodations that allow employees to have their children at work during work hour when their children are in need of childcare/supervision.

For purposes of this section, an employee's child will be considered in need of childcare/supervision when the child is 11 years of age or younger¹, or when the reason the child is with the parent is that the child cannot be left

at home for a duration of time similar to the amount of time the child is to be at work with the employee. The parent/guardian employee is solely responsible for the conduct and supervision of their minor child while they are on school property. Therefore, such responsibility cannot be extended, transferred or otherwise conveyed to any other person/party.

The parent/guardian employee waives the District of any and all liability for any and all harm or injury that may be incurred by their child. The parent/guardian employee acknowledges that the District focus is on safety and welfare of students, staff and the general public, and makes no guarantees, predications or assurances of the environment that an employee's child may encounter while at work with their parent/guardian. Furthermore, the parent/guardian employee assumes sole responsibility for any and all harm, injury or property damage that may be the direct or indirect result of their child being at work. Furthermore, the parent/guardian employee personally assumes all liability for all such harm, injury or property damage.

Regular Work Duties other than Co-curricular Positions

Employee's child at work, for childcare/supervision purposes, during the salaried employee's regular work hours and all compensated time for hourly employees, will only be permitted temporarily and/or in emergency situations. Whenever it is necessary for employees to have their child at work for childcare/supervision purposes, the employee must contact his/her supervisor as soon as possible to discuss the situation and obtain permission to have the child accompany the employee while working. Whenever possible, this notification should be done in advance of the day or time the childcare/supervision is to take place.

Supervisors and administrators may allow accommodations for childcare/supervision at work when an employee makes such a request. In allowing accommodations, the employee's supervisor should consider that the childcare/supervision accommodation:

1. Is needed due to an emergency, and
2. Is temporary in nature, and
3. Does not cause disruption to employee(s) meeting job responsibilities, and
4. Does not compromise or create safety concerns, and
5. Sick child is not permitted at work under any conditions when the illness is one that would not allow them to attend school as defined in the Student Handbook (ex. rash, vomiting, fever, etc.), and
6. No child is left unattended, and
7. Child is not to be in a work area not appropriate for children, and
8. Employee (parent) must sign waiver/assumption of risk/indemnification form, and
9. Has not become habitual.

This language shall not apply to employees while their work requires driving a school-owned vehicle.

Co-curricular Positions

The employee's child is allowed at work for childcare/supervision purposes when the employee is working in a co-curricular contract position. All the waivers, acknowledgement and stipulations stated above extend to employees bringing their child to the work activities of their co-curricular positions. In addition, all employees accepting co-curricular positions will be required, as a condition of employment in the position, to sign an agreement to the waivers, acknowledgements and stipulations above. The agreement will be a separate document but attached to and part of the individual co-curricular employment contract.

Upon approval, employees must complete the "Accident Waiver and Release of Liability Form" found in the Appendix of this handbook.

Employee Identification Badges

The District shall provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, coworkers, vendors and the public to know who employees are. They are an important part of providing a secure environment

for our students. Employees must properly display their employee identification badges in a visible spot during their contracted work time.

Employee – Student Relations

All District employees will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. The professional relationship with students can be compromised by placing oneself in certain environments that deviate from the performance of professional obligations with the student. Such environments and situations must be avoided.

Examples include, but are not limited to:

- Employees shall not have employee-sponsored parties with students, unless they are a part of the school's co-curricular program or other school sponsored event.
- Staff will use social media resources for the sole purpose of meaningful learning (see Board Policy 7540.04 – Staff Technology Acceptable Use and Safety and 7544 – Use of Social Media for further details).
- Employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old.

Employees shall not be employed as tutors for students whom they are currently instructing in their classrooms.

Employees shall not use profane or obscene language or gestures while working in any employment capacity with the District.

Employee (Whistleblower) Protection

The Board expects all its employees to be honest and ethical in their conduct, and to comply with applicable State and Federal law, Board policies, and administrative procedures. Pursuant to State law, the Board expects staff to report to their immediate supervisors any violation or suspected violation of any Federal, State or local law, policy, or regulation committed by any employee, or agent of an agency or independent contractor which is doing business with the Board, which creates and presents a substantial or specific danger to the public's health, safety, or welfare. Additionally, pursuant to State law, staff are expected to report any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor which is doing business with the Board.

It is the responsibility of any staff member who is aware of conduct on the part of any Board member or employee that possibly violates Federal or State law, or Board policy, to call this conduct to the attention of their immediate supervisor. If the staff members immediate supervisor is not responsive or is the employee whose behavior is in question, the staff member should report the alleged misconduct to the District Administrator.

After such a report is made by the staff member, the immediate supervisor or the District Administrator will ask that the report be put in writing.

Any staff member making such a report shall be protected from discipline, retaliation, or reprisal for making such report as long as the staff member made such a report based on a reasonable and good faith belief that the report is accurate and not based on the staff members intent to harm, harass, intimidate, or retaliate against another individual.

Staff are subject to disciplinary action, up to and including termination, for purposely, knowingly, or recklessly making a false report under this policy. Conversely, staff are subject to disciplinary action, up to and including termination, if they are aware of a violation of Federal, State, or local law that the Board has the authority to correct and they do not make a report confirmed in writing to their immediate supervisor or to the District Administrator, as appropriate.

If the alleged misconduct that is reported involves a Board member, the staff member shall report to the District Administrator who is authorized to engage the Board's legal counsel to manage an investigation concerning the matter. If the report concerns the District Administrator the staff member shall make the report to the Board President, who is authorized to engage the Board's legal counsel to manage the investigation.

Upon receipt of a report made by a staff member pursuant to this policy, an investigation shall be commenced as soon as possible and shall be handled expeditiously.

Ethics and Conflict of Interest

The proper performance of school business is dependent upon the maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by Board members and the District's employees, officers, and agents is essential to the Board's commitment to earn and keep the public's confidence in the School District.

For these reasons, the Board adopts the following guidelines designed to avoid the occurrence or appearance of any conflicts of interest. These guidelines apply to all District employees, officers, and agents, including members of the Board. These guidelines are not intended to be all inclusive, nor to substitute for good judgment on the part of all employees, officers, and agents. Employees are expected to perform their duties in an ethical manner and free from an actual conflict of interest or from situations that create the appearance of a conflict of interest, in a manner consistent with 19.59, Wis. Stats. The Board's interest in enforcing this policy is to assure that the decisions and actions of public employees retain the public's trust. Therefore, even a conflict relationship that can be viewed as beneficial to the District, or that was intended to be beneficial to the District, may still be a violation of this policy.

A. No employee, officer, or agent shall engage in or have a personal or financial or other interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with their duties and responsibilities in the school system. Specifically, employees must perform their duties in a manner that does not violate criminal conflict of interest laws pursuant to 946.13, Wis. Stats. by having a private pecuniary interest in an amount that exceeds \$15,000, but also lesser valued conflicts that nonetheless create the appearance of using one's public position to secure a private pecuniary interest and/or benefit.

B. Employees, officers, and agents shall not engage in business, private practice of their profession, the rendering of services, anything of substantial value, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any employee, student, client, or parents of such students or clients in the course of their employment or professional relationship with the School District.

Included, by way of illustration, rather than limitation are the following:

1. the provision of any private lessons or services for a fee, unless the provision of services is arranged outside of school and is separate from and in addition to regular support provided to students as part of the staff member's regular duties.
2. soliciting on school premises or under circumstances which are coercive for the private sale of goods or services to students or other employees

3. the use, sale, or improper divulging of any privileged information about a student or client granted in the course of the employee's, officer's or agent's employment or professional relationship with the School District through their access to School District records
4. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
5. the requirement of employees, students or clients to purchase any private goods or services provided by an employee, officer or agent or any business or professional practitioner with whom any employee, officer or agent has a financial or other relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

C. Should exceptions to this policy be necessary in order to provide mandatory services to students or clients of the School District, all such exceptions will be made known to the employee's supervisor and will be disclosed to the District Administrator before entering into any private relationship.

D. Employees, officers, and agents shall not make use of materials, equipment, or facilities of the School District for their own personal financial gain or business interest. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

E. Employees, officers, and agents shall not participate in the selection, award and administration of any contract to an entity in which they have a pecuniary interest or from which they derive a profit or in which a dependent of the employee has a pecuniary interest or from which the dependent derives a profit. "Dependent" includes the employee's spouse; unemancipated child, stepchild, or adopted child under the age of eighteen (18); or individual for whom the employee provides more than one-half (1/2) of the individual's support during a year. A "pecuniary interest" means an interest in a contract or purchase that will result or is intended to result in an ascertainable increase in the income or net worth of the employee or the employee's dependent who is under the direct or indirect administrative control of the employee or who receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the employee.

Employees, officers, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

However, pursuant to Federal rules, the School District has set standards for when an employee, officer, or agent may accept a gift of an unsolicited item of nominal value. For purposes of this section, "nominal value" means that the gift has a monetary value of \$25 or less.

F. Employees, officers and agents found to be in violation of this conflict of interest policy may be subject to the following disciplinary actions: disciplinary action up to and including termination.

G. In the event that, within the course of administering a Federally funded grant program or service to the District, any employee that identifies a conflict of interest, a potential conflict of interest, or that the appearance of a conflict of interest may arise in the course of administering the Federal grant funds, the employee must immediately notify either the Federal agency administering the grant in a manner consistent with that particular agencies rules on conflict of interests, or the District employee directly responsible for grant compliance. Such notice shall be provided at the earliest possible time.

It is a violation of this policy to take action or to refrain from taking action, or for an employee to otherwise use their public position to obtain a financial gain or anything of substantial value for their self or their immediate

family, as defined in 19.42(7), Wis. Stats.

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.

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.

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. See Gifts section in Part I of *Handbook*.
 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.

Gambling

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

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. **Note:** Immediate family (spouse, domestic partner, parent or child) shall have the same definition as used in Part I, Paid Leave Use (definitions).

It is the District's policy 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 processed under Board Policy 7230 – Grants, Gifts, and Bequests to Schools 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 the Conflict of Interest section under Part I and § 19.59, Wis. Stats for further information.

- 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.

Honesty

Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, pupil records, etc.

Investigations

- A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to 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. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid,

during an investigation into alleged misconduct by the employee.

Lactation Breaks

As required by the Fair Labor Standards Act (FLSA), it shall be the policy of the Board to support the decision of staff members to breastfeed their infants by providing unpaid breaks for lactating employees to express breast milk for infants on District premises.

The building administrator shall designate a private area, other than a restroom, where an employee can express breast milk. The designated area shall be a space where intrusion from coworkers, students, and the public can be prevented, and one where an employee who is using this area can be shielded from view.

Prior to returning to work from maternity leave, the employee shall notify her supervisor of her intent to continue breastfeeding her infant(s), and of her need to express milk during work hours. It shall be the responsibility of the employee to keep her supervisor informed of her needs in this regard throughout the period of lactation.

The building administrator or employee's supervisor shall make accommodation in the event that the time of regular breaks needs to be adjusted or, in the event that additional and/or longer unpaid breaks are needed. In the event that the number and duration of the unpaid breaks requires modification to the employee's work schedule, the building administrator or the employee's supervisor shall work with the employee to determine the necessary modifications.

Legal Custodian of Records

For purposes of applicable public records law, the District's legal custodian is the District Administrator, who is vested by the Board with full legal power to render decisions and carry out the District's statutory public records responsibilities.

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 are maintained at 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 may terminate if, and when, the authority to teach terminates.

Medication Administering

For more information and guidelines related to the administration of medication by employees, please see Board Policy 5310.01 – Emergency Nursing Services.

Nepotism

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

defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase “decision to hire” includes every aspect of the hiring process.

- C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

Operators of District Vehicles, Personal Vehicles, and Mobile Equipment

- A. School Owned Vehicles: School vehicles are purchased for school purposes only and should not be used for personal use by employees. School owned vehicles including buses, vans, utility vehicles, and pick-up trucks. These vehicles will be used for transportation needs in accordance with established guidelines as defined by administration. Approval of request to transport students must be administratively pre-authorized with the information on file.
- B. Notice of Traffic Violations for All Employees: All employees must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation that occurs while performing work duties. Supervisors receiving such notice will immediately notify the Human Resources Department. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.
- C. Notice of Traffic Violations for “Driving” Positions: All employees who are required to have a valid driver’s license as a qualification of their position or who have been previously approved to operate a school owned vehicle must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. In addition to the notice requirements in paragraph B a CDL driver must notify his/her employer per the CDL licensure requirements.
- D. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. *See Wis. STAT. § 121.52(2).*
- E. Personal Transportation Utilized for School Use:
 - 1. Use of Non-school Vehicles:

A minimum of private car transportation will be utilized. All conditions described in paragraph “A” above shall apply. If a school district employee owns a vehicle, in order to transport students the vehicle and employee must comply with the following additional requirements prior to taking the trip:

 - a. Submit a copy of vehicle insurance. Minimum required: \$10,000 property damage liability, \$75,000 for each person, and \$150,000 for each accident, seven or less people per vehicle and \$200,000 for each accident, eight to fifteen people per vehicle.
 - b. Submit a copy of an annual vehicle inspection report.

Use of a non-school vehicle shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee’s driving record and an examination of the vehicle. ***See Wis. Stats. § 121.555.***

2. All transportation will be done in accordance with Board policy.

Other Employee Leaves

Volunteer Firefighter, Emergency Medical Technician, First Responder, or Ambulance Driver

A staff member who is a volunteer firefighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation may be late for or absent from work without pay if the lateness or absence is due to the staff member responding to an emergency that begins before the staff member is required to report to work and if the staff member complies with all of the following requirements:

1. By no later than thirty (30) days after becoming a member of a volunteer fire department or fire company or becoming affiliated with an ambulance service provider, submits to the District a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider notifying the District that the staff member is a volunteer firefighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation;
2. When dispatched to an emergency, makes every effort to notify the District that the staff member may be late for or absent from work due to the staff member responding to the emergency or, if prior notification cannot be made due to the extreme circumstances of the emergency or the inability of the staff member to contact the District, submits to the District a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider explaining why prior notification could not be made; and
3. When late for or absent from work due to responding to an emergency, provides, on the request of the District, a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider certifying that the staff member was responding to an emergency at the time of the lateness or absence and indicating the date and time of the response to the emergency.

When the status of a staff member as a member of a volunteer fire department or fire company or as an affiliate of an ambulance service provider changes, including termination of that status, the staff member shall notify the District of that change in status.

Organ Donor Leave

A staff member may take up to six (6) weeks of leave in a twelve (12) month period as necessary for the employee to undergo bone marrow or organ donation procedure and to recover from the procedure. The employee may be required to provide written medical certification that they will serve as a donor and the amount of leave time necessary.

Leave taken for this purpose is unpaid*, however, an employee is eligible to substitute available accrued paid leave for all or some of the leave taken under this policy. An employee must provide as much advance notice as possible so as not to unduly disrupt the District's operations. The employee will be returned to the same position upon return or if that position is no longer available an equivalent position and shall not lose any benefits during leave, including the right to continue health insurance coverage as provided for in the District's FMLA policy, Policy 3430.01.

**Part I, Section 14 – Unpaid Leaves of Absence language shall not apply to “Organ Donor Leave”.*

Leave for Voting

A staff member who is eligible to vote may take up to three (3) consecutive hours of unpaid leave to vote while the polls are open on Election Day. The staff member must submit a leave request prior to Election Day. The Supervisor must approve the leave, but may identify a specific three (3) hour period during the staff member's work hours that the staff member is permitted to utilize for voting.

Leave for voting is provided on an unpaid basis. If available, a staff member may substitute paid leave such as Personal leave. Staff members may not be penalized for using voting leave.

Election Official Leave

The District Administrator shall approve a one (1) day unpaid leave of absence for any staff member who is appointed to serve as an election official, provided the staff member has given the District at least seven (7) days' notice of the leave. In accordance with State law, the District may request confirmation from the municipal clerk of the staff member's appointment as an election official.

Leave to serve as an election official is provided on an unpaid basis. If available, a staff member may substitute paid leave such as Personal leave. Staff members may not be penalized for using leave to serve as an election official.

Leave to Testify

Any employee who is issued a subpoena to testify in a criminal court proceeding shall be provided the following:

1. If the proceeding relates to a criminal matter under Chapters 48 or 938 of the Wisconsin Statutes, the employee may not be discharged from employment for absences due to testifying, provided that the employee provides notice within one (1) business day of receiving the subpoena;
2. Any employee subpoenaed to testify in a matter that involves a crime committed against the employer or against the employee in the course of employment (including an act committed by a juvenile that would be a crime if committed by an adult), shall be provided paid time off to do so such that no loss of wages or benefits occurs as a result of compliance with the subpoena.

Employees who are subpoenaed to testify in non-criminal court proceedings should reference Part I, Section 9 – Paid Leave, Emergency Leave.

Jury Duty Leave

Employees who receive a summons to serve on jury duty shall be granted jury duty leave. Employees must give reasonable advance notice to the Employer of their intended absence for jury duty. Employees shall be compensated their regular wages for jury duty time served, if scheduled to work. The employee must remit to the Employer all compensation received for such duty (exclusive of travel pay or actual expenses) within three (3) days of receipt thereof. In no case shall an employee be required to remit to the District more than the wage he or she would have earned. The employee shall not suffer any loss of salary, fringe or leave benefits. If an employee is dismissed from jury duty when hours remain in their scheduled workday, they shall call their immediate supervisor to ask if they shall report to work for the balance of the working day.

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

Staff Dress Code and Grooming

The Board believes that staff members set an example in dress and grooming for their students to follow.

The Board authorizes the development of standards for staff dress and grooming that promote a professional educational atmosphere that gives consideration to the impact on the educational process and the diversity of District's staff.

When assigned to District duty, all staff members shall:

- A. be physically clean and neat;
- B. dress in a manner consistent with their responsibilities;
- C. dress in a manner that communicates to others a pride in personal appearance;
- D. dress in a manner that does not cause damage to District property;
- E. be groomed in such a way that does not disrupt the educational process or cause a health or safety hazard.

Personal Property of Staff Members

Employees may bring personal property, including personal communication devices, to school either for reasons associated with work responsibilities or for use during off-duty time. The owner of the personal property bears all responsibility and assumes all risk for loss, damage, or misuse of said personal property while it is on District property.

Personnel Files

An employee shall have the right, upon written 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.

Physical Examination

The Board requires any candidate who has been offered employment in a position that involves contact with children or the preparation of food for children, as a condition of employment, to submit to an examination, including a tuberculosis screening questionnaire. Additional testing may be required to assure freedom from tuberculosis in communicable form.

No physical examination may be required of any employee who has filed an affidavit with the Director of Human Resources requesting such exemption on the basis that the employee relies exclusively on prayer or spiritual healing in accordance with the teaching of a bona fide religious sect, denomination, or organization and that the employee is to the best of his or her knowledge and belief in good health. An employee exempt from the physical examination requirement may still be required to submit to an examination if there is reason to believe the employee may have an illness that is detrimental to the health of students. Such examination shall be only to the extent sufficient to determine whether the employee suffers from such illness.

The District Administrator may establish additional physical examination requirements for positions requiring particular demands or as may otherwise be required by law. Any fitness for duty examination shall be job related and out of necessity for safe and proper performance of job duties.

Freedom from tuberculosis in a communicable form is a condition of employment.

Employees will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act in order to allow the report of the medical examination to be released to the Board/District Administrator and to allow the District Administrator to speak to the health care provider who conducted the medical examination in order to get clarification.

Reports of all such examinations or evaluations shall be delivered to the District Administrator, who shall protect their confidentiality. Reports will be discussed with the employee or candidate. In compliance with the Genetic Information Nondiscrimination Act (GINA) and Board Policy 1422.02 the successful candidate who is required to submit to a medical examination, as well as the health care provider that is designated by the Board to conduct the examination, are directed not to collect genetic information or provide any genetic information, including the candidate's family medical history, in the report of the medical examination.

Employees will be notified of the results of the medical examination upon receipt. Any and all reports of such examination will be maintained in a separate confidential personnel file in accordance with the Americans with Disabilities Act, as amended ("ADA") and the Genetic Information Nondiscrimination Act (GINA).

The results of any physical examination conducted in the course of the employment process shall be solely for the purpose of determining employment eligibility or as may otherwise be required by law. Consideration of physical information in employment shall be consistent with the Americans with Disabilities Act (ADA) as amended and the Wisconsin Fair Employment Act (WFEA).

The Board shall assume any fees for required examinations.

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, during hours for which pay is received, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- B. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- C. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

Position Descriptions

A comprehensive, coordinated, and continually updated set of job descriptions shall be maintained by the District Administrator or his/her designee for all School District of Holmen positions. Appropriate personnel will be given the opportunity to provide input into the development and updating of the descriptions.

At the time of hire, the Board shall provide staff with a written job description of their position's services, duties, and obligations. Additionally, any time updates are made to a job description the affected employee(s) will receive an updated copy.

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 an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer [only applicable to employees where a reemployment process is expressly provided for in other sections of this *Handbook*];
- F. the employee having been on reemployment opportunity status for twelve (12) consecutive months [only applicable to employees where a reemployment process is 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.

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.

Staff Immunizations

The District does not require staff immunizations as a condition of employment. However, we do understand that there is a potential for staff exposure to infectious materials based on their job duties. In accordance with the District's duty to provide and maintain a workplace that is free of

known hazards, the following protocol has been established to safeguard the health of our employees and their families, our students, visitors, and the community at large from infectious diseases, that may be reduced by vaccinations.

Therefore, the District has established the following protocol related to specific viruses and guidance related to immunization recommendations for staff.

- **COVID-19 & Influenza**

Employees are encouraged to receive vaccinations for COVID-19 and influenza. Employees will be notified by Human Resources as to the type of vaccinations covered by this protocol and the timeframe(s) for having them administered. The notification from Human Resources will also indicate any cost associated to receive the vaccination, or appropriate means to file to your health insurance for reimbursement. In the event there is no cost for the vaccine, that will also be indicated in the notice from HR.

If requested by the District, employees shall provide proof of the vaccination using the appropriate reporting form.

- **Hepatitis B Virus**

Due to the occupations exposure of blood or other potentially infectious materials, staff may be at risk of acquiring Hepatitis B virus (HBV) infection. Staff shall be given the opportunity to be vaccinated at no charge to them. Alternatively, staff have the option to decline the vaccine. If declining the vaccine, the employee will be required to sign a release indicating they understand the options available to them and the hazard involved by not receiving the vaccine. Employee's must receive the vaccine at a District approved clinic to receive the vaccine at no cost.

See Human Resources for the appropriate locations and paperwork to take with to your vaccine appointment.

Student Code of Conduct and Handbook

Employees are expected to be familiar, support, and promote student behaviors consistent with The Student Code of Conduct (see Board Policy 5500 – Student Code of Conduct) and Student and Parent Handbook is available online at www.holmen.k12.wi.us.

Teamwork

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. 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.

It is an expectation of the District that each employee takes initiative to foster and maintain constructive relationships and participates in efforts to make things even better:

- Listens without interrupting to identify and understand issues, being mindful of others' perspectives.
- Refrains from making destructive or threatening comments.
- Intervenes when destructive or threatening comments are made by others.
- Does not engage in gossip and encourages the same from others.

- Promptly states concerns:
 - Speaks directly with the person(s) involved in the concern.
 - Works to identify facts and describe situations calmly and clearly.
 - Asks for the views (opinions/advice) of others, focusing on solutions and forward movement.
 - Works toward agreement with others to resolve problems.
- Arrives on time to meetings, comes prepared to participate for the work at hand.
- Offers ideas/contributions to creatively enhance/improve student learning, service and organizational processes.
- Promotes practices that are resource-driven, being mindful of creative use of all resources: time, talent, materials and equipment.
- Proactively participates in building/program/district improvement initiatives.
- Proactively participates in internal communication efforts.
- Proactively participates in recruitment of prospective employees and in the orientation and mentoring of employees when called upon.

Threats of School Violence – Mandatory Reporting

All staff shall report, if they believe in good faith, based on a threat made by an individual seen in the course of professional duties regarding violence in or targeted at a school that there is a serious and imminent threat to the health and safety of a student or school employee or the public. Per Wisconsin State Statute, Section 118.07(05) and 175.32, it is the legal responsibility of each school staff member to report suspected threats of school violence. Staff will be required to complete training annually related to “Threats of School Violence” through the Annual In-Service process.

Weapons

The Board prohibits professional staff members from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the District for the purpose of school activities approved and authorized by the District including, but not limited to, property leased, owned, or contracted for by the District, a school-sponsored event, or in a District vehicle, to the extent permitted by law without the permission of the District Administrator.

Concealed Carry Permit Holders

Nothing in this policy prohibits an employee with a properly issued permit to carry a concealed weapon from exercising their rights consistent with Wisconsin's concealed carry law and the State and Federal gun free school zones laws. However, a staff member who is the holder of a concealed carry permit license issued or recognized by the State of Wisconsin may not, by virtue of Wis. Stat. 948.605(2)(b)1r, possess a concealed weapon anywhere in or on school grounds, including parking areas.

A staff member who is a concealed carry permit licensee may not carry a concealed weapon or otherwise store a weapon or ammunition in their personal vehicle while transporting students for school-sponsored events or school-related purposes in their own vehicle. This does not apply to the transportation of students related by blood or marriage to the staff member if only such students are being transported.

Definition of "Weapon"

For this policy, the term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms (including, but not limited to,

firearms as defined in 18 U.S.C. 921(a)(3)), guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives (subject to the exceptions below), razors with unguarded blades, clubs, electric weapons (as defined in 941.295(1c)(a), Wis. Stats.), metallic knuckles, martial arts weapons, chemical agents, ammunition, and explosives.

Exceptions to this policy include:

- A. weapons under the control of law enforcement personnel while on duty, or qualified former law enforcement officers, off duty law enforcement officers, or out-of-state law enforcement officers;
- B. items approved by a Principal as part of a class or individual presentation under adult supervision, including but not limited to hunters' education courses, if used for the purpose of and in the manner approved (working firearms, except those protected at all times by a cable or trigger lock, and live ammunition shall never be approved);
- C. theatrical props used in appropriate settings;
- D. starter pistols used in appropriate sporting events; and
- E. a knife lawfully used for food consumption or preparation, or a knife used for a lawful purpose within the scope of the person's employment and provided by the District.
- F. the use of bows and arrows shall be authorized for the purposes of Adventure Education and Adaptive Physical Education.
- G. the use of firearms at the designated trap shooting facility for those students participating in the District approved Trap Shooting Club, including school provided transportation.

Any staff member who has reason to believe that a person has or will violate this policy shall report to the school Principal or their supervisor immediately. Failure to report such information may subject the staff member to disciplinary action, up to and including termination. The staff member may also confront the person if the staff member believes the risk of injury to self or others is minimal or if immediate action is necessary to prevent injury to any person.

This policy shall be published and distributed to staff members annually. Publication is not a precondition to enforcement of this policy.

Wellness

- A. Educational Environment: District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The District encourages staff to use foods of a high nutritional value in fundraising activities and to create an educational environment that supports the promotion of healthy food and beverage choices for students. For further information regarding Wellness, please see Board Policy 8510 – Wellness.
- B. Employee Wellness: The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees.

Work Made for Hire

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

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 designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.
1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
 2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.
- C. Notification of Safety and Health Standards: Wisconsin Statute § 101.055 requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore, the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under the Part I, Grievance, of this Handbook and District policies 8453.01 – Control of Bloodborne Pathogens, 5310.01 – Emergency Nursing Services, 8452 – Automatic Defibrillator (AED), 8420 – School Safety Program, and 3217, 4217, or 7217 – Weapons, 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 <http://commerce.wi.gov/sb/docs/SBPubSectSafEmployeePoster9301.pdf>

- D. Weapons Prohibition: See Part I, Section 3 – Weapons for complete policy
- 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.
- F. 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.

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 under Part 1 Personal Property, subsection B of this *Handbook*.

Threatening Behavior Towards Staff Members

The Board believes that a staff member should be able to work in an environment free of threatening speech or actions.

Threatening behavior consisting of any words or deeds that intimidate, or are intended to intimidate, a staff member or are reasonably likely to cause concern for their physical and/or psychological well-being is strictly forbidden. Such actions by any student, parent, visitor, staff member, Board member, contractor, or agent of the Board is prohibited, and the Board authorizes appropriate corrective and remedial action including disciplinary action where appropriate, referral to law enforcement, or pursuit of other remedies, including injunctive relief if appropriate. This policy should be read consistent with, and in conjunction with, school safety and the mandatory reporting of threats of violence in Policy 8462.01 - Threats of Violence.

Unrequested Leaves of Absence/Fitness for Duty

It is the policy of the Board to protect students and employees from the effects of contagious diseases and other circumstances that render staff unable to perform their duties.

The Board authorizes the District Administrator to place staff member on leave for a physical or mental condition that affects the employee's ability to perform assigned duties in conformance with the law.

The District Administrator may require that the staff member submit to an appropriate examination by a healthcare provider of the employee's choice, a healthcare provider designated and compensated by the District, or both.

The employee will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) in order to allow the report of the medical examination to be released to the Board/District Administrator and to allow the District Administrator to speak to the health care provider who conducted the medical examination in order to get clarification. Refusal of the staff member to submit to an appropriate examination requested by the District Administrator or to execute the HIPAA release will be grounds for disciplinary action, up to and including termination.

As required by Federal law and regulation and Board Policy 1422.02, the District Administrator shall direct the provider designated by the District to conduct the examination not to collect genetic information or provide any genetic information, including the individual's family medical history, in the report of the medical examination.

Pursuant to State law and in accordance with the Americans with Disabilities Act, as amended (ADA) and the Genetic Information Nondiscrimination Act (GINA), the results of any such examination shall be treated as a confidential medical record and will be exempt from release, except as provided by law. If the District

inadvertently receives genetic information about an individual who is required to submit to an appropriate examination from the medical provider, it shall be treated as a confidential medical record as required by the ADA.

If, as a result of such examination, the staff member is found to be unable to perform assigned duties, the staff member shall be placed on a leave of absence pending further determination of ability to perform duties, including evaluation of any reasonable accommodations in the event of the existence of a disability.

The District Administrator may designate any period of leave under this policy as qualifying leave under State and/or Federal FMLA leave entitlement consistent with Policy 3430.01 as provided by law.

In the event the District Administrator is the staff member subject to this policy, the Board shall direct the appropriate actions pursuant to this policy.

Use of Tobacco and Nicotine by Staff

The Board recognizes that the use of tobacco products, as well as other nicotine delivery systems, such as electronic smoking devices, are a health, safety, and environmental hazard for students, staff, visitors, and school facilities. The Board is acutely aware of the serious health risks associated with the use of these products, both to users and non-users, and that their use or promotion on school grounds and at off-campus school-sponsored events is detrimental to the health and safety of students, staff, and visitors. The Board also believes accepting tobacco industry gifts or materials will send an inconsistent message to students, staff, and visitors.

It shall be a violation of this policy for any staff of the District to use, consume, display, promote, or sell any tobacco products, tobacco industry brand, tobacco-related devices, imitation tobacco products, or electronic smoking or vaping devices, regardless of content, including smoking as defined in this policy at any time on school property or at off-campus, school-sponsored events.

It shall be a violation of this policy for the District to solicit or accept any contributions, gifts, money, curricula, or materials from the tobacco industry or from any tobacco products retailer. This includes, but is not limited to, donations, monies for sponsorship, advertising, promotions, loans, or support for equipment, uniforms, and sports and/or training facilities. It shall be a violation of this policy to participate in any type of service funded by the tobacco industry while in the scope of employment for the District.

Exceptions

It shall not be a violation of this policy for tobacco products, tobacco-related devices, imitation tobacco products, or lighters to be included in instructional or work-related activities in school buildings if the activity is conducted by a staff member or an approved visitor and the activity does not include smoking, chewing, or otherwise ingesting the product.

FDA approved cessation products or tobacco dependence products are exempt from this policy for adults and staff eighteen years and older. Staff using such products and bringing them to any school property or school-sponsored activity are responsible for safekeeping of these products at all times and are responsible for assuring that no students are able to obtain access to these products.

Policy Specific Definitions

The term “any time” means during normal school and non-school hours: twenty-four (24) hours a day, seven (7) days a week.

The term “electronic smoking device” means any product containing or delivering nicotine, or any other

substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. The term electronic smoking device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems, JUUL, or under any other product name or descriptor. The term electronic smoking device includes any component part of a product, whether or not marketed or sold separately, including but not limited to e-liquids, e-juice, cartridges, and pods.

The term “imitation tobacco product” means any edible non-tobacco product designed to resemble a tobacco product, or non-edible, non-tobacco product designed to resemble a tobacco product that is intended to be used by children as a toy. Examples of imitation tobacco products include but are not limited to: candy or chocolate cigarettes, bubble gum cigars, shredded bubble gum resembling chewing tobacco, pouches containing flavored substances packaged similar to snuff, shredded beef jerky in containers resembling snuff tins, plastic cigars, and puff cigarettes.

The term “off-campus, school-sponsored event” means any event sponsored by the school or School District that is not on school property, including but not limited to, sporting events, day camps, field trips, entertainment seminars, dances or theatrical productions.

The term “school property” means all facilities and property, including land, whether owned, rented, or leased by the District, and all vehicles owned, leased, rented, contracted for, or controlled by the District used for transporting students, staff, and visitors.

The term “smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. This specifically includes marijuana and hemp plant derived substances, whether or not legally sold in Wisconsin, including CBD products, Delta 8 THC, Delta 9 THC, or any other variation thereof. “Smoking” also includes carrying or using an activated electronic smoking device.

The term "tobacco products retailer" means retailers whose primary business is to sell tobacco and/or tobacco-related products.

The term “tobacco industry” means manufacturers, distributors, or wholesalers of tobacco products, electronic smoking devices, or tobacco-related devices; this includes parent companies and subsidiaries.

The term “tobacco industry brand” means any corporate name, trademark, logo, symbol, motto, selling message, recognizable pattern of colors, or any other indication of product identification identical or similar to those used for any brand of tobacco product, company, or manufacturer of tobacco products.

Section 4 – Management Rights

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;
- M. To contract out for goods and services; and
- N. To determine the means and methods of instruction, the selection of textbooks and other teacher material, and the use of teaching aids, class schedules, hours of instruction, length of school year and terms and conditions of employment.

Sole Basis

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

Job Descriptions

The District retains the right to determine job descriptions. See Board Policy 1400, 3120.01 and 4120.01 – Job Descriptions.

Section 5 – Grievance Procedure

Grievance Definitions

For purposes of the Grievance Procedure, the following definitions are provided:

“Employee”: is defined as an individual employee or a group of employees. The grievance must be filed by the affected employee (i.e. one may not file on behalf of another). Temporary or casual employees and independent contractors are excluded from the Grievance Procedure. Only employees who are considered regular full-time or part-time employees are covered by the Grievance Procedure.

“Grievance”: is defined as a formal, written challenge regarding employee termination, discipline, and workplace safety. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or State Statutes, or subject to a different dispute resolution process, is excluded from the Grievance Procedure.

“Discipline”: does not include layoffs, workforce reduction, retirement or retirement benefits, performance evaluation or corrective action plans, last chance agreement, involuntary job transfers, changes in job assignments, hours of work, and/or verbal notices or reminders; verbal discipline will be documented but not subject to the Grievance Procedure. The purpose of verbal notices or reminders is to alert the employee that failure to correct the behavior *may result* in disciplinary action.

“Workplace Safety”: includes any grossly defective practice or condition, affecting the safety and/or perceived safety of persons, property or equipment, including claims of a hostile work environment. It

does not include hours of work or schedules of work, leaves of absence for medical or other personal reasons, vacation, compensation issues or performance issues. The issue presented by the grievance must be under the reasonable control of the School District.

“Days”: means calendar days, excluding School District identified holidays. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or a School District holiday, the time limit is the next day which is not a Saturday, Sunday or School District holiday.

Grievance Procedure Concerning Employer Terminations and Employee Discipline

Step One.

In addressing grievances related to termination or employee discipline the objective of the first step in the Grievance Procedure is to resolve disputes in an informal and reasonable manner, therefore, a grievant shall first orally present and discuss the grievance with the principal or immediate supervisor. The oral presentation of the grievance must occur within ten (10) days of the event that serves as the basis of the grievance.

The principal or immediate supervisor shall respond to oral presentation and discussion in no less than five (5) days.

Step Two.

If the grievance is unresolved at Step One, the grievant shall, within five (5) days of the principal or immediate supervisor response to the oral presentation and discussion, file a written and dated grievance with the principal or immediate supervisor. The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based and the specific relief being sought

The principal or immediate supervisor shall attempt to satisfactorily resolve the grievance within ten (10) days. The principal or immediate supervisor shall advise the grievant in writing of the disposition of the grievance within an additional five (5) days.

Step Three.

If the grievance is unresolved at Step Two, the grievant shall, within five (5) days, file a copy of the written grievance with the District Administrator’s Office.

The District Administrator or Designee will serve as the default impartial hearing officer. The impartial hearing officer shall call a meeting of the grievant and the building principal or immediate supervisor. This meeting shall be held within ten (10) days of receipt of the written grievance. The impartial hearing officer shall respond to the written grievance within an additional (10) days of the meeting.

The grievant may elect to have an attorney or Wisconsin Employment Relations Commission (WERC) arbitrator serve as a third party impartial hearing officer in lieu of the District Administrator. The costs of the third party impartial hearing officer will be shared equally, and selection will be made through mutual agreement. The impartial hearing officer may require exhibit and witness lists in advance of the hearing. When using an impartial hearing officer other than the District Administrator modifications to timelines must be mutually agreed to.

Step Four.

Written warnings and other forms of discipline with no loss of pay or fringe benefits are not eligible for School Board, or School Board designated subcommittee, appeal process.

If the grievance is not satisfactorily resolved to either party at Step Three, either party shall, within fifteen

(15) days of the receipt of the impartial hearing officer response, file a written appeal with the District Administrator's Office requesting an appeal hearing with the School Board, or School Board designated subcommittee. The party requesting the appeal hearing will provide a written description detailing the rationale supporting the appeal of the impartial hearing officer determination. A hearing before the Board, or School Board designated subcommittee, shall occur in closed session unless both parties agree it be held in open session.

The School Board, or School Board designated subcommittee shall, within fifteen (15) days, confer with the parties, submitting its answer in writing to both parties within an additional ten (10) days. The Board's decision shall be final, binding, and not subject to arbitration or further appeal.

Grievance Procedure Concerning Employee Workplace Safety

The Grievance Procedure for workplace safety is established to address only grossly defective practices or conditions that compromise safety. While not addressable within the grievance process the School District is also committed to address minor defects in practices or conditions related to workplace safety. Any employee who personally identifies, or is given information about, a workplace safety incident or issue must notify his/her supervisor of the incident or issue as soon as reasonably practicable.

Step One.

Any workplace safety (see "**Workplace Safety**" definitions above) incident or issue must be reported by an employee within 24 hours after the incident or issue was raised in order to be addressed as part of the Grievance Procedure.

Step Two.

A written report of the incident or issue, outlining the events that transpired and resolution, if any, shall be signed by all concerned parties and submitted to the District Safety Officer (Pupil Services Director) for review and consideration within five (5) days of the incident or issue.

Step Three.

After receipt of the written report, the District Safety Officer (Pupil Services Director) will conduct an additional investigation, as necessary, and normally issue a final report on its finding and conclusions within 20 days of the receipt of the written report. Copies of the report will be given to the persons who signed the written report, as well as to Administration.

Step Four.

If the grievance is unresolved at Step Three, the grievant shall, within five (5) days, after receipt of the District Safety Officer (Pupil Services Director) findings, submit a written grievance request for hearing with the District Administrator's Office. If the employee does not submit a written grievance request for hearing to the District Administrator's Office within five (5) days, the grievance will be considered waived. The District Administrator or Designee will serve as an impartial hearing officer.

The hearing will normally be scheduled within fifteen (15) days of receipt of the request for hearing.

The District Administrator or Designee will provide a written response no later than fifteen (15) days after the grievance hearing is held. In instances whereby it is necessary for additional investigation, this time may be extended as needed.

Step Five.

If the grievance is not satisfactorily resolved to either party at Step Four, either party shall, within five (5) days of the receipt of the impartial hearing officer response, file a written appeal with the District Administrator's Office requesting an appeal hearing with the School Board, or School Board designated

subcommittee. The party requesting the appeal hearing will provide a written description detailing the rationale supporting the appeal of the impartial hearing officer determination. If not timely submitted, the grievance can no longer be addressed in the Grievance Procedure.

The School Board, or School Board designated subcommittee, shall within fifteen (15) days, confer with the parties, submitting its answer in writing to both parties within an additional ten (10) days. The Board's decision shall be final, binding, and not subject to arbitration or further appeal.

General Provisions Related to Grievances Procedures

Costs:

Each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees, in investigating, preparing or presenting a grievance.

Procedure Waivers:

The employer and the grievant may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

Representation:

Any grievant may be represented at all stages of the Grievance Procedure by a representative of his/her own choosing.

Time Line Days Counting:

In the counting of days, the first day will be the day after the event which initiates the counting.

Time Line Details:

A grievance decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12 midnight on the due date. Failure of the grievant to file and process the grievance within the time limits set forth in these procedures shall be deemed a waiver and settlement of the grievance.

Time Line Exception:

If there is an ongoing investigation(s) related to the subject matter of the grievance, the immediate supervisor shall have until ten (10) days after completion of the investigation(s) to respond to the grievance.

Time Line Waivers:

The employer and the grievant may mutually agree to waive time limits, in writing.

Section 6 – Pay Periods

Payroll Dates

District staff are paid every other Friday. If the scheduled payroll date falls on a Federal Reserve Bank Holiday, the payroll deposits shall be the preceding day.

A. Hourly Positions:

The scheduled payroll date for hourly paid positions will be two weeks after the pay period ends. A pay period contains two consecutive "Regular Work Week" periods of Sunday to Saturday. Example using the calendar below: Work performed in the pay period of Sunday, February 4 to Saturday, February 17 will be paid on Friday, March 1.

FEBRUARY

Su	Mo	Tu	We	Th	Fr	Sa
28	29	30	31	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	1	2

Pay date calendars can be found on the Business Services webpage.

Supplemental Pay Schedules for Hourly Staff:

Pay will be made on the next available payroll, after approval from the supervisor, for time worked for the following types of pay:

- Co-curricular contracts
- Extra duty
- Additional contracts

B. Salaried Positions (Teachers, Contracted Long-Term Sub Teachers, Nurses, Administrators & Directors):

The scheduled payroll date will be every other Friday. The payroll date will be the Friday that does not coincide with the scheduled payroll date for "Hourly Paid Positions."

Teachers may elect either a twenty-two (22) pay date schedule or a twenty-six (26) pay date schedule. Once an employee has made their election, the selection will remain in place until a new form is received. An election may not be changed mid-year. All changes in election must be received on or before June 15, to be effective the following school year.

The individual contract amount will be divided into equal payments based on the total number of payroll dates.

Pay date calendars can be found on the Business Services webpage.

Supplemental Pay Schedules for Salaried Staff:

- The total amount will be divided into equal payments based on the total number of payroll dates for the following types of pay:
 - Supplemental Stipends
 - National Board
 - Value Recognition
 - Professional Growth
 - Summer School
 - Co-Curricular
 - Overloads
- Pay will be made on the next available payroll, after approval from the supervisor (if applicable), for time worked for the following types of pay:
 - Additional contracts
 - Extended contracts

- Extra duty
- Day-to-day substitute Nurse and Occupational Therapist

Direct Deposit Payment Method

The payment of wages will be done by direct deposit. Employees may only access payroll information online.

Dues Payments

Membership in a local, state and/or national employee association (Union) is a personal decision for each employee. The School District of Holmen will not take a position either supporting or discouraging union membership.

Membership in a union might include an obligation for the participating employee to pay union dues. By state law, the District is prohibited from participating in employee dues deductions and payments. Therefore, employees electing union membership must make arrangements with the union to pay the dues directly to the union. Section 7 – Compensation and Expense Reimbursement Applicable to All District Employees

Section 7 – Compensation and Expense Reimbursement Applicable to All District Employees

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 on the District Website.

The District reimbursement shall be consistent with Board Policy 3440 and 4440 – Job Related Expenses, and “Employee Travel Reimbursement Rates” guidance as defined by the Business Office.

Section 8 – Worker’s Compensation

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 Benefits Specialist (Business 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 work with his/her immediate supervisor to complete the information in the injury packet, which is available in each building’s main office or by request.

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. Worker’s Compensation Leave up to Long-term Disability Benefit eligibility: The District will take direct receipt of the worker’s compensation payment. 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 paid leave as necessary* through a deduction of one-third (1/3) of a day of Paid Leave for each day while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive day of leave or as long

as the employee has accumulated paid leave available, whichever occurs first.

**The State of Wisconsin Department of Workforce Development: Worker's Compensation states: "To eliminate minor claims for temporary disability, the law requires a three-day waiting period for all disabilities lasting seven days or less. (Sundays are not included in the three days unless the employee usually works on Sundays.) Temporary disability benefits are never paid for the day of injury."*

- B. Worker's Compensation Leave once eligible for Long-term Disability Benefits, or having no Paid Leave benefits available: The employee will take direct receipt of 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.

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. Injuries because of a self-inflicted wound
- B. Injuries sustained because of an employee's horseplay.
- C. Injuries sustained while an employee does an activity of a strictly private nature.
- D. Injuries caused due to employee's failure to use provided Personal Protective Equipment/Devices.
- E. Injuries caused by the employee's influence of drugs or alcohol. (Wisconsin §102.58)

Section 9 – Paid Leave

Paid Leave Earned

- A. Calendar Year Employees: Each employee shall be annually allocated one (1) day of paid leave per month of employment to a maximum of twelve (12) days per fiscal year. To be eligible to earn one day in the month, the employee must have a minimum of 10 regularly scheduled paid days in that month. Amount of time allocated will be defined by the most recent letter of appointment or contract issued to the employee. The days allocated for the fiscal year will be a prorated portion of the maximum annual allocation amount at the time of initial hire and termination. A prorating adjustment will be made to the annually allocated amount when Unpaid Leave results in fewer than 10 regularly scheduled paid days in a month. This adjustment will be made to the annual allocation in the year following the Unpaid Leave.
- B. School Year Employees: Each employee shall be annually allocated one (1) day of paid leave per month of employment to a maximum of nine (9) days per fiscal year. To be eligible to earn one day in the month, the employee must have a minimum of 10 regularly scheduled paid days in that month. Amount of time allocated will be defined by the most recent letter of appointment or contract issued to the employee. The days allocated for the fiscal year will be a prorated portion of the maximum annual allocation amount at the time of initial hire and termination. A prorating adjustment will be made to the annually allocated amount when Unpaid Leave results in fewer than 10 regularly scheduled paid days in a month. This adjustment will be made to the annual allocation in the year following the Unpaid Leave.
- C. Time Excluded from Allocated Amount Determination: Time worked beyond those set forth in the letter of appointment or individual contract shall not be used to determine paid leave allocation amount. Such excluded time may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc.

- D. Limited Term: Paid leave hours are not available for use in association with limited term position(s).
- E. Adjustments upon Termination: Upon termination of employment for any reason, other than discharge;
- An employee having used more Paid Leave days than earned will have the sum equal to the Paid Leave days not earned deducted from his/her remaining pay. Deductions will be based on a proration of the annual allocated Paid Leave earned per month of employment, based upon the most recent letter of appointment, or;
 - An employee not using all available earned Paid Leave will have the earned Paid Leave days credited to his or her paid leave, including as applicable, unused paid leave payout and/or post-employment benefits.
- F. Part-time Employees: Part-time employees will receive paid leave on a pro-rated basis based upon the number of hours they are scheduled to work.
- G. Units of Allocated Paid Leave: Paid leave shall be allocated in hours to all hourly paid employees and in days for all salaried employees.

Paid Leave Use

- A. Paid leave shall be paid for any absence from work due to the:
1. Personal illness, injury or serious health condition of the employee;
 2. Serious health condition, illness or injury of an employee's: spouse, domestic partner, parent or child.
 3. Medical or dental appointments for the employee and/or spouse, domestic partner, parent or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
 4. Paid leave, for the purposes listed below, shall be referred to as "Paid Emergency Leave" and shall be limited to five (5) paid leave days per year. A year is defined as July 1 through June 30. These 5 days shall be deducted from the Paid Leave allocation and are not allocated as additional days.
 - a. Critical illness or accident among one's friends;
 - b. Bereavement;
 - c. Snowbound or impossible travel conditions;
 - d. Births in the immediate family (child born to/adopted by: spouse, domestic partner, parent or child);
 - e. Other emergencies which cannot be taken care of outside the regular work hours. Emergency is defined as a sudden or unexpected occurrence(s) demanding prompt attention.
 - f. Necessary attendance at civil functions or appearances at judicial or quasi-judicial proceedings, other than jury duty.

Leave other than that outlined may be granted at the sole discretion of the Board.

- 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 "Paid Leave Use", Section 9, A (2), 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: means an employee's legal husband or wife.
 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.
- 5. **Domestic Partner:** means a relationship between two (2) individuals that satisfies all of the following:
 - a. Each individual is at least eighteen (18) years old and otherwise competent to enter into a contract.
 - b. Neither individual is married to, or in a domestic partnership with, another individual.
 - c. The two (2) individuals are not related by blood in any way that would prohibit marriage under § 765.03, Wis. Stats.
 - d. The two (2) individuals consider themselves to be members of each other's immediate family.
 - e. The two (2) individuals agree to be responsible for each other's basic living expenses.
 - f. The two (2) individuals share a common residence. Two individuals may share a common residence even if any of the following applies:
 - 1) Only one of the individuals has legal ownership of the residence.
 - 2) One or both of the individuals have one or more additional residences not shared with the other individual.
 - 3) One of the individuals leaves the common residence with the intent to return.

C. **Paid Leave Increments:** Paid leave may be used in the following increments:

- 1. Salaried Employees: ¼ day, ½ day, ¾ day, 1 day
- 2. Hourly Employees: whole minutes

Paid Leave Accumulation

There will be no limit to the amount of paid leave accumulated during the course of employment with the District. Accrued paid leave benefits are portable from one classification of employment to another within the District. Paid leave time carried into, or used between, classifications shall be in non-prorated units of hours (hourly employees) or days (salaried employees). Unless otherwise prescribed in the *Handbook*, employees who return to the District after a separation of employment will have lost all previously accumulated paid leave. See Part IV for limitations to Administrator/Supervisor positions.

Paid Leave and Long-term or Short-term Disability

In the event an employee becomes eligible for benefits under the District's short term or long term disability insurance program the employee will be allowed to utilize paid leave in full day increments.

Overused Paid Leave

If an employee were to leave the school system having used more paid leave than earned, then a sum equal to the paid leave days not earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid leave earned per month of employment based upon the most recent letter of appointment or contract issued, to a maximum of twelve (12) days per contract year.

Reporting Procedure – Doctor's Certificate

If at all possible, each employee shall be required to inform his/her supervisor prior to, or within one hour of his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.02 above. In the event the absence is greater than three consecutive days or whenever the supervisor deems such verification is justified to protect the health, safety, and welfare of staff and students, the employee will 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. In cases when the reasons for the leave did not require the attention of a physician, a self-generated note may be sufficient. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

Holidays during Paid Leave

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

Section 10 - Holidays

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:

Holiday	Teachers	Full Calendar Year Employees (non-drivers)	School Year Employees (non-drivers)	Drivers, Co-Curricular, & Substitutes
Fourth of July		X		
Labor Day	X	X	X	
Thanksgiving Day	X	X	X	
Day following Thanksgiving		X		
Christmas Eve Day		X		
Christmas Day		X	X	
New Year's Eve Day		X		
New Year's Day		X	X	
Memorial Day	X	X	X*	
Spring Holiday as designated by the District Administrator		X	X	
Spring Holiday as designated by the District Administrator		X		
Total	3	11	6	0

*Only considered a holiday if the school year extends beyond this date.

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 11, "Holidays Falling on Student Contact Days" will apply.

Holidays Falling on Student Contact Days

If any of the holidays listed in section 11, "Holidays Defined", 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.

Work on a Holiday

Hourly Employees - Except as provided in section 11, "Holidays Falling on Student Contact Days", above, employees who work on any of the above-mentioned holidays shall be paid at their regular rate of pay (overtime as applicable) in addition to the holiday pay.

Salaried Employees – In the event an employee is required to report to work on a holiday, the employee shall be allowed to take an equivalent amount of paid time off from another regularly scheduled work day. The work day selected must be agreed to by the supervisor and take place no more than two weeks after the worked holiday.

Holidays during Vacation

A vacation day may not be taken on a paid holiday. 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.

Eligibility for Holiday

In order to be eligible for holiday pay, an employee must work the employee's regular 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 a Non-FMLA unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

Section 11 – Personal Days

Personal Days Provided

- A. Calendar Year Employees: Employees shall be entitled to up to two (2) days of personal leave each fiscal year. Employees in their first year of service receive a pro-rated allocation of personal days based upon the number of months worked within a twelve month fiscal year between their hire date and the following July 1. The employee must have a minimum of 10 regularly scheduled paid days in that month, for the month to be counted in determining the pro-rated allocation amount. For example, an employee hired on October 26, 2011 would be allocated eight-twelfths (8/12) of the employee's personal days allotment at the time of hire. This would entitle the employee to $8/12 * 2$ days on the date of hire or 1.33 days. Personal days will be rounded up to the next one-quarter day. In this example, the actual allocation would be 1.50 days. The employee under this example would be allocated two (2) days of personal leave on July 1, 2012. This provision is not retroactive.
- B. School Year Employees: Employees shall be entitled to up to two (2) days of personal leave each employment year. Employees in their first year of service receive a pro-rated allocation of personal days based upon the number of months worked within a nine month school year between their hire date and the end of the current school year. The employee must have a minimum of 10 regularly scheduled paid days in that month, for the month to be counted in determining the pro-rated allocation amount. For example, an employee hired on October 6, 2011 would be allocated eight-ninths (8/9) of the employee's personal days allotment at the time of hire. This would entitle the employee to $8/9 * 2$ days on the date of hire or 1.78 days. Personal days will be rounded up to the next one-quarter day. In this example, the actual allocation would be 2.00 days. The employee under this example would be allocated two (2) days of personal leave on July 1, 2012. This provision is not retroactive.
- C. All personal leave will be allocated on July 1 of every year. Time worked beyond those set forth in the letter of appointment or individual contract shall not be used to determine personal leave allocation amount. Such excluded time may include, but not be limited by enumeration, the following: overtime,

extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc.

- D. Limited Term: Personal leave hours are not available in association with limited term position(s).

Personal Leave Day Restrictions

All Employees: Personal leave may not be used the fourteen (14) calendar days ten (10) workdays prior to the start of each school year, and the first five (5) days workdays of school and the last five (5) days of school except at the discretion of the supervisor. In addition, personal leave shall not be used to engage in job actions, or participate in activities designed to embarrass or discredit the District.

Teachers: Personal leave is restricted to 10% of building staff. Further, if paid leave is more than five percent, personal leave may not be more than five percent of building staff.

At least one teacher, but no more than 5% of any one building's teachers, may on any one day, use personal leave to extend a vacation period. The use of personal leave to extend a vacation period may also be restricted pending the availability of suitable substitutes. For this section, vacation periods are Labor Day, Thanksgiving, Christmas, New Years, Easter, and Memorial Day.

Hourly Staff: No more than two (2) employees per program per day may use personal leave.

Administrators /Director: Restrictions may be imposed by the employee's immediate supervisor as is necessary to ensure the delivery of services.

Approval of Personal Leave

- A. The Supervisor approves or disapproves requests.
- B. Requests for personal leave may not be made prior to July 1 of the fiscal year in which the leave is to be used. Except where personal leave is used for emergency leave purposes, requests for personal leave will be made at least:
1. two (2) working days prior to the commencement of such leave for non-drivers
 2. five (5) working days prior to the commencement of such leave for drivers.
- C. In addition to the above, for teachers, personal leave greater than five (5) consecutive days will be considered 'extended personal leave'. Extended personal leave requests must be made at least 30 days in advance of the first day of the leave. Every effort should be made to meet with the substitute teacher well in advance of the extended personal leave. The immediate supervisor and District Administrator must approve extended personal leave. No more than one extended personal leave may take place in a 36 month time period.

Part-time Employees

Part-time employees will receive personal leave on a pro-rated basis based upon their most recently issued letter of appointment or individual contract.

Personal Leave Increments

Personal leave may be used in the following increments:

- Hourly Paid Staff
 - Whole minutes

- Salaried Paid Staff
 - ¼ day, ½ day, ¾ day, or full day.

Personal Leave Accumulation

Teachers: no more than ten (10) unused personal leave days may be carried over from one year to the next. Unused personal leave days in excess of ten (10) will be credited to the employee's paid leave at the end of the school year.

Hourly employees with no vacation benefits: no more than three (3) unused personal leave days may be carried over from one year to the next. Unused personal leave days in excess of three (3) will be credited to the employee's paid leave at the end of the school year.

Hourly employees with vacation benefits: unused personal leave days will be credited to the employee's paid leave at the end of the fiscal year.

Administrators/Directors:

- 260 day contract: at the end of each fiscal year any unused Personal Leave will be converted to accumulated paid leave.

Adjustments upon Termination

Upon termination of employment for any reason, other than discharge;

- A. An employee having used more personal leave days than earned will have the sum equal to the personal leave days not earned deducted from his/her remaining pay. Deductions will be based on a proration of the annual allocated personal leave earned per month of employment, based upon the most recent letter of appointment, or;
- B. An employee not using all available earned personal leave will have the earned personal days credited to his or her paid leave, including as applicable, unused paid leave payout and/or post-employment benefits.

Section 12 – Uniformed Services Leave

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

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).

Requests 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.

Section 13 – Unpaid Leaves of Absence

All Unpaid Leave

Prior to consideration of a request for an unpaid leave of absence, the employee must exhaust all other eligible paid leave balances as it relates to the reason for the leave of absence.

Medical & Childrearing Leave

All requests for an unpaid leave of absence due to medical reasons or for childrearing must be submitted through Skyward thirty (30) days prior to the anticipated beginning of the leave. The advance notice timeline will be waived when the employee is unable to provide such notice due to emergency situations, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. Within the request, the employee must state the reason for the leave and his/her intention to return to the school system, including the date of return. In addition to submitting the request for leave in Skyward, the employee must also submit paperwork to determine eligibility for FMLA. All paperwork for FMLA can be found on the Human Resources webpage.

An unpaid leave of absence for purposes of medical and/or childrearing leave shall not exceed one (1) calendar year. All requests for Unpaid Leave will be submitted to the Board for formal approval.

Requests are allowed to exceed one (1) calendar year when the employee is eligible for long-term disability benefits as provided for under the long-term disability provisions in this Employee Handbook. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months, or the last month of health insurance waiver of premium, whichever is greater.

In the case of Unpaid Leave for medical purposes, the employee shall be eligible to return to duty 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 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.

Non-Medical Leave

Requests for unpaid leave of absence for reasons other than medical or child-rearing must be submitted through Skyward at least ten (10) days in advance, or as soon as possible. Within the request, the employee must include a "Description" with the reason for the leave and his/her intention to return to the school system, including the date of return. The immediate supervisor will review all requests and make the final determination on approval or denial of the request. Employees who take unpaid leave, which has been denied by the immediate supervisor, will be subject to disciplinary action.

Excessive use of this leave may result in discipline.

Return to Work After Leave

If the date of return indicated in the original request should change, the employee shall notify their immediate supervisor of the change to the employee's originally intended return to work date. Notification of the change must occur at least five (5) days prior to the expiration of the originally intended 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.

A. Benefits During Leave:

1. Length of service benefits for the entire year (including but not limited to: seniority, vacation eligibility, salary advancement, and longevity) shall not accrue when the unpaid leave(s) is greater than 33% of the annual days identified in an employee's individual employment contract and/or letter of appointment.
2. When the Unpaid Leave meets FMLA, Worker's Compensation, or intermittent mandatory military duty eligibility requirements, the employee may continue all employee elected insurance (including, but not limited to health, dental, additional life and short-term disability) during the leave of absence by remitting their required portion of the premium amounts to the District. The continuation of these insurances at the employee's expense is contingent upon the insurance carrier allowing such a benefit. If the premium is not received by the 15th of the month proceeding the covered month, the employee's insurance coverage shall be terminated.
3. When FMLA, Worker's Compensation, or intermittent mandatory military duty does not apply, the employee may continue all employee-elected insurance (including, but not limited to health, dental, additional life and short-term disability) during the leave of absence by remitting the full premium amounts to the District. The continuation of all employee-elected insurance (including, but not limited to health, dental, additional life and short-term disability) at the employee's expense is contingent upon the insurance carrier allowing such a benefit. Payroll will deduct the premium on the corresponding pay date. When there is no paycheck, premiums are due directly from the employee by the corresponding pay date. If the premium is not received within 14 days following the pay date, the employee's insurance coverage shall be terminated at the end of the covered month. The payment amount required from the employee will be the product of the

number of full Unpaid Leave days and the per diem premium rate associated with the insurance coverage, not to exceed the total monthly premium amount.

The per diem premium rate shall be calculated by identifying the total annual premium amount of each insurance coverage type the employee is enrolled in (12 x current monthly premium amount), and then dividing the amount by the number of annual regularly paid days associated with the employee's position.

For example, if the current total monthly family health insurance premium, for the plan the employee is enrolled in, is \$1,200. The total annual premium amount is 12 x \$1,200, or \$14,400. An employee in a position with 200 annual regularly paid days would have a per diem premium rate of \$72.00 ($\$14,400/200 = \72.00).

- a. Prior to the start of approved Unpaid Leave, the employee shall utilize all benefits including but not limited to: Personal, Paid, Vacation and Loyalty leave received in fiscal years prior to the fiscal year of the Unpaid Leave.
- b. During the fiscal year the approved Unpaid Leave starts, the employee shall retain the full annually allocated number of Personal, Paid, Vacation and Loyalty leave days/time.
- c. At the end of that fiscal year, the number of paid leave days/time, for each paid leave type, actually earned in that year will be calculated using the standard leave earning criteria. The calculation will account for actual paid days and FMLA eligible unpaid days. The difference between the paid leave days received and paid leave days actually earned will be deducted from the next fiscal year's full annually allocated amount for each paid leave type.
- d. The end of fiscal year calculation and deduction will occur prior to the allocation of the days/time in the next fiscal year.
- e. When the Unpaid Leave continues into fiscal years following the fiscal year the approved Unpaid Leave starts, then no annually allocated number of Personal, Paid, Vacation and Loyalty days/time shall be made until the employee returns from Unpaid Leave.
- f. ***For staff who fulfill the school year and begin the next school on Unpaid Leave: staff will be given the option to have their new allocation of leave benefits given at the start of the school year and used prior to unpaid leave, OR they may ask that their leave not be allocated until they return from leave. The latter option allows staff to return to work with an allocation of leave to use for the remainder of the school year. Item "c" above will still apply.*

4. All reasonable efforts will be made to recover wage and benefit payments later determined to be unearned. Recovery methods include, but are not limited to, reductions in district wages or benefits outstanding, garnishment, legal claims.

5. The Alternative Benefit Plan and Health Reimbursement Arrangement shall not accrue during such leave and shall be calculated using the same methodology as health and/or dental premiums.

C. Placement upon Return from 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.

- 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: The term of Unpaid 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.

Donation of Leave Bank

The Donation of Leave Bank (DLB) has been established to assist employees who are experiencing a hardship situation involving a serious medical condition of themselves, their spouse, minor dependents, and/or any other person with whom the employee may be living.

Donation of Leave Bank (DLB) Committee

The DLB Committee will convene when an employee submits the DLB request form. The DLB Committee shall be comprised of:

- District Administrator,
- Director of Business Services, and
- Director of Human Resources.

**Approval or denial of a request to use benefits from the DLB is not subject to the grievance procedure, and determinations of the committee are final.*

Donation Process

To be eligible to receive an allocation of days should the employee experience a hardship under the DLB, on an annual basis, the employee must donate to the DLB by July 15 for year-round staff and September 15 for school year staff. The District will provide an DLB donation form to all employees by July 1/September 1 for donation for the current school year. Employees who do not donate to the DLB in that year will not be eligible to receive benefits from the DLB. Employees may donate one (1) to three (3) days per school year to the DLB. As days are donated, they will be divided into two banks – one for donations from hourly compensated staff and the other for donations from salaried staff.

Eligibility Criteria

1. The request for use of DLB benefits can only be made once all accrued Paid, Personal, Vacation and Loyalty days have been exhausted. The employee requesting the use of the DLB must have donated a minimum of one day of leave to the bank at the start of the school year in which the request is being made, or within 2 weeks of hire date for employees hired after July 1/September 1 of the current school year. Employees may donate a maximum of 3 days of leave to the DLB per year.
2. Only the number of days necessary to cover “unpaid leave” will be donated to the employee. Employees may not be allocated more days than necessary for the qualifying request.
3. While employed in the District, employees may be granted up to 60 days* from the DLB per school year and a maximum of 100 days* over the life of their employment. **For purposes of this section, 1 day equals the employee's daily FTE. Example: employee is .5 FTE, each DLB day they receive will be valued at .5 FTE.*
4. If the employee has a workplace injury and is receiving Workers Compensation benefits (typically paid at 66%), they may request and receive up to 100 days at 33% of their FTE.
5. At the end of each year, any donated days to the DLB will carry-over into the next year.

Review & Approval Process

1. Employees wishing to draw from the Donation of Leave Bank (DLB) should complete the DLB request form within 10 business days of their leave of absence.
2. All requests will be reviewed by the DLB committee, using the following protocol to make the determination of approval or denial.
3. The requesting employee will be informed of approval or denial within 2 business days of the form submission.
4. DLB Request Forms that are not fully completed will require additional time for review.

The criteria for Donation of Leave Bank usage shall be as follows:

1. A serious medical condition* of the employee;
2. A serious medical condition of the employee's spouse, minor dependents, and/or any other person with whom the employee may be living.
3. Certification of the serious medical condition by a physician is required.

*A serious medical condition is defined as a condition requiring the employee to be absent from work for a prolonged period and will result in a substantial loss of income because of the employee's lack of paid leave time. A substantial loss of income is a loss of income of more than 5 days of paid time. Donations from the bank will be retroactive to the first day of unpaid time.

Other

The DLB donations and balance information will be tracked by the Human Resources Department.

Discontinuation

In the event that the District discontinues the DLB, all employees who are members of the DLB at the time of discontinuation shall remain members without additional contributions until all days in the DLB are exhausted or the remaining pool of days is pro-rated back to the contributing employees.

Section 14 – Benefits - General

Alternate Benefit Plan [ABP] in Lieu of Health Insurance

- A. In order for this provision to remain in effect, a sufficient number of employees must opt out of their health insurance 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.
- B. 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 six (6) months and an "open enrollment" opportunity to enroll in the group health insurance plan.
- C. Any employee who qualifies for participation in the District group health insurance plan where the District pays 85% or more of the lowest cost plan's full monthly family health insurance premium may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Eligibility for, and payment toward health insurance coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees. Where the District employs both spouses and both qualify for group health insurance, only one spouse will be eligible for participation in the ABP.
- D. Employees who qualify for group health insurance may choose, consistent with the terms of the "Cafeteria Plan" Section of this *Handbook* 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 compensation payment equal to the amount listed below.
- 3. An employee shall not receive ABP payments and Health Insurance benefits in the same month.

E. Cash Compensation: The cash compensation annual amount shall be equal to:

Effective through 6/30/18		
School Year	ABP Annual Amount for Employees Participating prior to 7/1/2012	ABP Annual Amount for Employees Starting Participation on or after 7/1/2012
2012-2013	\$7,200.00	\$4,200.00

Effective 7/1/18

	ABP Annual Amount for Employees Participating prior to 7/1/2012	ABP Annual Amount for Employees Starting Participation on or after 7/1/2012
Base Level	\$3,600.00	\$2,100.00
Maximum Level*	\$7,200.00	\$4,200.00

*Contact the School District of Holmen Business Office for details on how to annually qualify Maximum Level wellness program status.

The per pay date cash compensation dollar amount shall be calculated by dividing the cash compensation annual amount (stated above) by the number of employee regularly scheduled pay dates per contract year. The resulting per pay date amount shall be paid each regularly scheduled pay date.

- F. 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 employee’s payroll check.
- G. Beginning Alternative Benefit Plan Payments:
 - 1. Default Election - If an eligible employee fails to make a health insurance election, the employee is deemed to have selected the ABP cash compensation.
 - 2. New Employees - The first payment for a new employee shall occur on the employee’s first regularly scheduled pay date.
 - 3. Current Employees
 - Gained Eligibility - The first payment, for employees gaining eligibility during employment, shall occur on the first regularly scheduled pay date immediately following the acquired eligibility.
 - Newly Elected - The first payment, for employees previously eligible but first electing participation during employment, shall occur on the first regularly scheduled pay date of the month immediately following the first full month the ABP is elected.

H. Discontinued Alternative Benefit Plan Participation Payments:

1. Separation of Employment - The final payment for an employee separating employment shall occur on the employees last regularly scheduled pay date.
2. Participation Ended During Continued Employment - The final payment for an employee discontinuing ABP participation shall occur on the last regularly scheduled pay date of the month immediately prior to the first full month the ABP benefit is discontinued.

I. Grandparenting Provision:

1. Annual Amount - An employee who ends their participation in the ABP at the “ABP Annual Amount for Employees Participating prior to 7/1/2012” may only return to the ABP at the “ABP Annual Amount for Employees Starting Participation on or after 7/1/2012.”

Example (based on ABP amounts as of July 1, 2012): During the 2011-2012 school year, an employee participated in the ABP and continued that participation into the 2012-2013 at the ABP amount of \$7,200 per year. In 2013-2014 the employee elected health insurance rather than the ABP. In 2014-2015 the employee elected the ABP and will return at the lower amount of \$4,200 per year.

2. Eligibility - Those employees who do not meet the ABP eligibility criteria above, but who were receiving the option benefit as of June 30, 2012, will be eligible to participate at the annual amount received July 1, 2011 to June 30, 2012, up to the “ABP Annual Amount Participating prior to 7/1/2012.” If the employee subsequently elects health insurance after July 1, 2013, the provisions of this ABP paragraph will no longer apply. Should a grandparented employee initiate a decrease in hours or FTE, their grandparenting provision shall no longer apply and normal ABP eligibility rules will be applied. This provision shall not apply for staff reduction or involuntary increase in hours or FTE which are imposed by the District.

Cafeteria Plan/Flexible Spending Account

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

- A. Payment of group insurance premium amounts (IRC § 106),
- B. Permitted medical expenses not covered by the insurance plan (IRC § 105, § 125) to a maximum as set forth in the Internal Revenue Service Code,
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

Wage compensation in lieu of enrollment in the district’s health insurance plan, otherwise known as the Alternative Benefit Plan (ABP), is a provision within the District’s Section 125 benefit. This preserves the non-taxable nature of the District’s Health Insurance Plan.

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

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 be 100% of total premium during this additional eleven (11)-month extension period.)

Dental Insurance

The Board shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Domestic Partners shall be eligible for coverage under an employee's District dental insurance plan only if allowed by state and federal law. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

Health Insurance

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Domestic Partners shall be eligible for coverage under an employee's District health insurance plan only if allowed by state and federal law. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

Life Insurance

- A. The District shall provide life insurance to eligible employees. Domestic Partners shall be eligible for benefits under an employee's District life insurance plan only if allowed by state and federal law. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.
- B. Eligibility - Minimum Hours for Any Board Contribution: An employee whose individual letter of appointment or individual contract has an assignment of at least 10 hours/week is eligible to participate in the District's life insurance. Hours worked beyond those set forth in the letter of appointment or individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 10 hours/week are not eligible to participate in the District's life insurance plan. Employees whose hours are reduced during the term of the letter of appointment or individual contract 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.
- C. Limited Term: Employment in a limited term position and limited term hours are not counted towards eligibility for life insurance.

- D. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. If an employee resigns or is terminated, his/her insurance benefits shall terminate at the end of the month the resignation or termination becomes effective.
- E. Premium Contributions: The District shall pay 100% for term life insurance equal to the next highest one thousand dollars (\$1000) of each eligible employee's salary.

Long-Term Disability

The District shall provide long-term disability insurance to eligible employees. Domestic Partners shall be eligible for benefits under an employee's District long-term disability insurance plan only if allowed by state and federal law. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

- A. Eligibility - Minimum Hours for Any Board Contribution: An employee whose individual letter of appointment or individual contract has an assignment of at least 10 hours/week is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the letter of appointment or individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 10 hours/week are not eligible to participate in the District's long-term disability insurance plan. Employees whose hours are reduced during the term of the letter of appointment or individual contract 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.

Limited Term: Employment in a limited term position and limited term hours are not counted towards eligibility for long-term disability insurance.

- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. If an employee resigns or is terminated, his/her insurance benefits shall terminate at the end of the month the resignation or termination becomes effective.
- C. Premium Contributions: The District shall pay 100% of the premium for long-term disability insurance.

Post-Employment Insurance Eligibility

For the purpose of this section, a retiree will be defined as an employee with a minimum of 10 consecutive years* of service in District and attained age 55. Retirees will be able to access health, dental, and life insurance as long as they are participating in the corresponding plan a minimum of 30 days prior to the date of retirement. Premiums will be paid 100% by the retiree unless other post-employment benefits apply.

Should an employee pass away during active employment or after retirement, but before the full benefit has been received, and meet all other eligibility criteria for retirement, the spouse/domestic partner** will remain eligible for retirement benefits.

*For this specific section only, the following shall define "10 consecutive years":

- School Year Staff: "10 consecutive years" shall be defined as completing 10 consecutive full school years.
- Year Round Staff: "10 consecutive years" shall be defined as completing 10 full 12 month periods of work.

**Domestic Partners shall be eligible for benefits under an employee's District post-employment insurance plan only if allowed by state and federal law at the time of the employee's death.

Short-Term Disability

The District shall provide short-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

- A. Eligibility – Minimum Hours for Any Board Contribution: An employee whose individual letter of appointment or individual contract has an assignment of at least 10 hours/week is eligible to participate in the District's short-term disability insurance. Hours worked beyond those set forth in the letter of appointment or individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 10 hours/week are not eligible to participate in the District's short-term disability insurance plan. Employees whose hours are reduced during the term of the letter of appointment or individual contract 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.
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. If an employee resigns or is terminated, his/her insurance benefits shall terminate at the end of the month the resignation or termination becomes effective.
- C. Premium Contributions: The employee shall pay 100% of the premium for short-term disability insurance.

Wisconsin Retirement System (WRS) Contributions

For employees that meet the WRS eligibility criteria, the District agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements §40.22. Under no circumstances shall the District pay the employee's required WRS contribution.

Section 15 – Work Stoppage

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 16 – Conformity to Law

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.

Section 17 - Evaluations

Evaluations

The Board designates the District Administrator to develop and maintain employee evaluation manuals to guide District Leadership in the evaluation of staff. The manuals shall follow the guidance of the Board, as directed in the following Board Policies: 1240 – Evaluation of the District Administrator, 3220 – Staff Evaluation & Educator Effectiveness, and 4220 – Evaluation of Support Staff.

School District of Holmen



Employee Handbook

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

**Applicable to: Teacher, Nurse, and Program Coordinator for Pupil and Instructional Services*

Created June 2012

Section 1 – Discipline, Termination, and Nonrenewal

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 following procedure shall be used for nonrenewal:
 1. A non-probationary teacher who has not been placed on a plan of assistance under the District's evaluation procedures may only be non-renewed for cause. "Cause" is defined as the following:
 - a. There is a factual basis for the non-renewal: The factual basis must support a finding of employee performance in which the District has a non-renewal interest; and
 - b. Reasonableness of the non-renewal: The non-renewal imposed by the District must not be unreasonable.
 2. A non-probationary teacher who after being placed on a plan of assistance, fails to show meaningful progress toward, or achievement of, District performance standards may be non-renewed for reasons that are not arbitrary or capricious.

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

Length of Probationary Period for Teachers

All teachers shall serve a three (3) year probationary period from the employee's initial date of hire. Initial date of hire is defined as the employee's most recent date of hire with no break in service.

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.

Benefits for Non-Probationary Employees

Employees who have satisfactorily completed the probationary period and remained employed thereafter shall be entitled to all of the provisions of this *Handbook* retroactive to the original date of employment.

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.

For purposes of this section, "representation" refers to a colleague or union representation (if applicable). A spouse, family member or friend are not considered "representation."

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.

Section 2 – Professional Hours/Work Day

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.

A typical school week for all full-time teachers shall be at least forty (40) hours including a duty-free thirty (30) minute meal period each day. It is expected that as professional people, the welfare of the students is placed above time. The actual workday for each employee shall be established by their immediate supervisor. If for some reason a teacher has to vary from the established schedule, he/she should seek approval from their immediate supervisor in advance.

Work beyond 40 hours in a week (including attendance at administratively required meetings or events) will not result in additional compensation above regular salaries unless specifically approved in writing by action of the Board or by the District Administrator or his/her designee.

If a teacher accepts a voluntary District assignment during his/her duty free lunch period, he/she will be compensated by equivalent release of time from other normal hours of work to be used within 5 work days.

In the event of a late start or early release, teachers are expected to work their regular day. If they are unable to work during the late start/early release time, they should use appropriate leave time to cover their absence.

Teachers contracted less than forty (40) hours per week shall receive a duty-free thirty (30) minute meal period on days when continuous work time (excluding duty-free lunch) exceeds four (4) hours. For teachers contracted less than forty (40) hours per week, duty-free lunch time shall not be included in calculation of FTE.

Administratively Called Meetings

Teachers are required to attend all mandatory, administratively called meetings, including staff meetings. Administratively called meetings may begin before the normal workday begins or go later than the end of the normal workday (without additional compensation). The administration shall attempt to provide reasonable notice of all such meetings.

Attendance at School Events

Teachers are required to attend school events as directed by administration. These events may include but not limited to, an open house, field trips, music program, art show and/or other District or building events that occur after the normal workday. Teachers shall be given no less than fourteen (14) days notice of such events. Teachers may be excused from attendance at school events at the discretion of the District Administrator and/or his/her designee (examples: a District co-curricular conflict, pre-approved coursework, personal obligations which the teacher is unable to reschedule, etc.). Such conflict should be communicated to the applicable administrator as soon as possible before the date of the school event.

Emergency School Closures

All calendar time lost to school closure will be made up at the discretion of the Board. Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

Work Schedule

The school calendar and any subsequent adjustments shall be determined by the Board (see “Calendar” section under Appendix).

The length of the school term shall be one hundred ninety (190) days. The calendar is constructed to include 178 student days, three (3) parent-teacher/student focus days (equivalent), six (6) staff development days (equivalent), and three (3) paid holidays (Labor Day, Thanksgiving Day, and Memorial Day). The first two (2) inclement weather days will not be made up. The third inclement weather day and beyond will be made up at the discretion of the District Administrator. In addition to their contracted work days, educators are required to fulfill one equivalent contract day with professional development between each July 1 and June 30. School time shall be counted as prescribed by Wisconsin Statutes.

Teachers new to the District are required to attend three days prior to the beginning of the school term for orientation. Two of the three days will be included in their contracted work days and the third day will be their flex PD day for the first year only. This brings their total contracted work days to 192 for the first year only.

Teaching Load

For purposes of this section, “Classroom Teacher” shall be defined as that portion of a teacher’s face-to-face instruction duties requiring DPI license position code “53.” Employees may access their DPI position code information in the Human Resource Employee Database. The position field for DPI position code “53” shall be denoted as “Teacher.”

A minimum of five (5) hours per week of preparation time shall be scheduled for classroom teachers. The five (5) hours per week is based upon full-time employment. Preparation time for less than full-time positions will be prorated. Preparation time will be used at the discretion of the classroom teacher.

Classroom teachers will be scheduled to have at least one (1) 30 minute continuous block per day of preparation time.

Section 3 – Professional Growth

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.

For more information regarding requirements to remain current, please see Board Policy 3242 – Professional Growth Requirements.

Section 4 – Teacher Assignments, Vacancies, and Transfers

Teacher Assignments, Vacancies, and Transfers

A. Reassignments:

When the District identifies student needs that support a more specific or timely change in staff assignments than can be accomplished through the transfer process, then the District Administrator

may forgo the transfer process and authorize reassignment of staff. Examples of reassignment rather than transfer may include, but are not limited to: vacancies determined after the July 1st immediately preceding the start of the school year in which the vacancy is to be filled, changes in student population needing IEP based services, district eligibility for grant or other fiscal resources contingent upon staffing patterns, no external qualified candidate is available to fill a vacancy.

No employee will be reassigned 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 reassignment. An employee who is reassigned shall suffer no loss of wages, hours, or other fringe benefit as a result of such reassignment. An employee who is reassigned and suffers a loss of wages, hours or other fringe benefit as a result of such reassignment may contest the reassignment as discipline under Section 1.03 of this Addendum.

B. Transfers:

These are general guidelines for transfers by teaching staff. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Transfer rights may be suspended or modified when vacancies occur after the July 1st immediately preceding the start of the school year in which the vacancy is to be filled.

When following the steps below, primary consideration should be given to employees on layoff and Leave of Absence (LOA). No employee will be allowed a transfer when such transfer will prevent a licensure based recall or return of a person on LOA. *Example:* Ms. Jones is currently on layoff and licensed to teach Grades 1–5. At Step 2, Mr. Smith requests to transfer from his Kindergarten position to the open Second Grade position. This transfer request should be rejected, because this would leave open only a Kindergarten position, which Ms. Jones is not licensed for, therefore, we could not recall her from layoff. For the purposes of transfer, determining the “most qualified” person may include, but is not limited to: licensure, experience, length of service, attendance, contribution to student outcomes, demonstration of best practices, performance review history.

Probationary teachers and teachers on a “special assistance plan” may not apply for transfer, unless waived by the District Administrator and/or Designee.

Steps

1. Vacancy Determination:

The District Administrator will approve all vacancies. All increases in staffing levels must be approved by the Board of Education. Once a vacancy has been approved move to Step 2.

2. Voluntary Transfer within Building/Program:

The building administrator, or appropriate program administrator, will seek volunteers at the building/program where there are open positions to determine if there are in-building/program volunteers for the open position(s). Programs include, but are not limited to: Title, ESL, 4K, Instructional Specialist, etc. Voluntary transfer requests cannot be made from a program to a building; only within building or within program.

Teachers may express in writing to the District Administrator and/or his/her designee their preference of: a) school (applicable only to “program” based positions); 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.

Only suitable, licensed and qualified volunteers will be considered for the vacant position. Whether or not a teacher is suitable for the vacant position is at the discretion of the Building/Program

Administrator. If more than one suitable, licensed and qualified person volunteers, the “most qualified” person will be moved to the vacant position.

Repeat this process until all volunteers at the building/program have completed voluntary transfer. This includes all open positions (new positions, positions currently vacant due to staff on LOA, etc.).

From the time of notification of positions declared open in their building/program, staff will have up to 48 hours to submit requests for voluntary transfer. The principal/administrator will make reasonable efforts to notify building/program staff of the open position(s).

Principals/Administrators will advance recommendations for in-building/program staff voluntary transfer to the Human Resources Department. The recommendation to the Human Resources Department may take place in less than 48 hours if the principal/administrator has all the information necessary to make a voluntary transfer recommendation in less than 48 hours.

Voluntary transfer recommendations by the principal/administrator must be approved by the Human Resources Department before the transfer is official.

DO NOT MOVE TO STEP 3 UNTIL ALL KNOWN STEP 2 TRANSFERS HAVE OCCURRED

3. Voluntary Transfers between Building/Program:

Vacant positions may be filled by staff members outside the building/program level where the vacancy exists. Such vacancies are posted by the district for 10 days.

All licensed and qualified staff members requesting a transfer will be granted an interview. An Administrator will not be required to interview a candidate for vacant positions more than one time per year.

Only suitable, licensed and qualified volunteers will be considered for the vacant position. Whether or not a teacher is suitable for the vacant position is at the discretion of the Building/Program Administrator. If more than one suitable, licensed and qualified person volunteers, the “most qualified” person will be selected. That person will be advanced to the District Administrator for recommended placement in the vacant position.

If a voluntary transfer creates a new vacancy within a building/program, then return to, and repeat as necessary, the Vacancy Determination step above.

4. External Vacancies:

If the external posting of the position was not completed simultaneous to the internal transfer posting, it will be posted at this time.

Employee Resignations

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

1. The teacher must give the District notice that they intend on severing their 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. Five hundred dollars (\$500.00) if the employee’s resignation is effective on or after July 1, but before August 1.
 - b. Seven hundred and fifty dollars (\$750.00) if the employee’s resignation is effective on or after August 1, but before the start of the school year.

- c. One thousand dollars (\$1,000.00) 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 June 15, or whose resignation is tendered and effective after the end of the school year, but before July 1.
 4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.

- B. The Board in its discretion may waive the liquidated damages for the following reasons:
1. Employment transfer of spouse;
 2. Illness of employee;
 3. Other reasons as determined by the School Board.

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

- C. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.

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

Teacher Absence and Substitutes

When a teacher is to be absent from school, it is the responsibility of the employee to input their absence into Frontline and Skyward.

Absences can be reported to Frontline 24 hours a day. You must report your absence before 6:30 a.m. for the High School or Middle School and before 7:30 a.m. for all elementary buildings.

- A. If you cannot report your absence to Frontline before the cutoff time, you must call the building office to report your absence.
- B. All absences must also be entered into Skyward (Time Off). Some leave time requires prior approval by your supervisor. Please ensure you are submitting requests for time off as required.

Summer School Assignments

When possible, summer school subjects should be made known on or before May 1. 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. These positions will not be eligible for leave or fringe benefits.

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 for each of the extended contract days. Days may be scheduled in full or partial day increments.

Extended contracts will not be eligible for fringe or leave benefits. Per diem rate shall be the annual salary amount for the teacher's contract year divided by 190 (less if the teacher's contract is less than 190 days), all as identified in the individual employment contract. Per diem rates shall not include extended, extra, summer, or any other supplemental employment. Nor shall per diem rate include any wage enhancement that is a one-time occurrence, has a predetermined expiration, or is subject to expiration or requires renewal.

Assignment of Additional Time

When the District determines there is a need for additional time to an existing position in a building/program, this time need not be posted, but may be offered to the employee selected by the District. Should no employee accept the offer of additional time, the District will proceed with "Reassignment" as necessary or proceed with the posting process.

Letter of Intent to Renew

Annually, no later than May 15, pursuant to Wisconsin Statute 118.22, an employee shall receive a written notice that the Board intends to renew their teaching contract for the upcoming school year. Teachers who receive notice they will be teaching must accept or reject the offer by June 15, pursuant to Wisconsin Statute 118.22. Failure to respond by June 15 will be interpreted as the employee indicating they do not intend to return in the upcoming school year.

If any modifications are made to the Wisconsin State Statute, the Statute shall prevail.

Section 5 – Reductions in Force, Position, and Hours

Reasons for Reduction in Force

In the event the Board determines to make a non-performance based reduction in 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.

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 and will refer the employee to the Reduction in Force provision in this *Handbook*.

Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction 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: The District shall select the employee currently working in the affected position and, if applicable, assignment per the DPI 1202 position and assignment codes, for nonrenewal [full nonrenewal or a reduction in hours].

Example 1: There is a 1.00 FTE reduction in 3rd grade at Viking Elementary. All teachers with a current DPI position code of 53, and assignment code of 50, will be included in the reduction pool.

Example 2: There is a 0.50 FTE reduction in Art at the Middle School. All teachers with a current DPI position code of 53, and assignment code of 550, will be included in the reduction pool.

Example 3: There is a 0.50 FTE reduction of a Guidance Counselor at the High School. All Guidance Counselors with a current DPI position code of 54 will be included in the reduction pool.

- D. The District shall utilize the following criteria for determining the employee for nonrenewal or reduction. The employee in the affected position and assignment code, as defined above, with the lowest point total shall be selected for nonrenewal or reduction; unless, teaching licensure would prevent the necessary reduction in the position and assignment code area. If a tie exists in lowest point value, the person with the most recent date of hire will be the employee deemed to have the lowest point value.
1. The current year shall not be included in the point totals.
 - a. Licensure: Employees with multiple certifications shall receive 1 point for each area of current certification, to a maximum of 4 points total.
 - b. Length of Service: Employees shall receive 1 point for each school year in which they worked as a regular employee within the District. Fractions of a position and/or year will be counted as a full year for purposes of length of service in this section only. Employee shall earn no more than 8 points for length of service.
 - c. Summative Performance Evaluation: Employees shall receive 2 points for each year in which their evaluation meets District standards. The most recent 4 years will be used to determine the total number of performance evaluation points. Employees shall earn no more than 8 points for performance evaluation.
 2. When the position identified for non-renewal or reduction is from within a small DPI 1202 position and assignment code group, then rather than accepting the non-renewal or reduction, the employee identified for non-renewal or reduction may, if licensed and qualified, displace a different employee in another position in the District. A small DPI 1202 position and assignment code group will be defined as a pool count of 2% or less of the total FTE count of all teaching positions in the District (ex. 350 FTE X 2% = 7).

Reduction in Hours Resulting in Nonrenewal

Employees who are non-renewed where such nonrenewal results in a reduction in hours, but not a full non-renewal, shall not lose any benefits they have accrued until the “Reemployment Process” timeline has expired. Benefits are defined as length of service and paid leave earned as an employee. Employees reduced in time shall be treated as part-time employees under this *Handbook*.

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 two (2) school years after the employee’s last school year 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*.

Termination of Reemployment Opportunities

Reemployment opportunities shall end should an employee fail to apply or accept reassignment for a position in which they are certified 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 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.

Insurance Benefits Following Nonrenewal

Please see Part I, section and subsection related to COBRA, for a full explanation of insurance continuation options.

Accrued Benefits during Reemployment Period

Non-renewed employees shall suffer no loss of benefits. Benefits are defined as length of service and paid leave earned as an employee. Paid leave days shall not accrue for an employee during the reemployment period. Employees on full or partial nonrenewal will continue to accrue length of service for purposes of this section only.

Section 6 – Professional Compensation

Initial Salary Determination

The base salary of educators newly employed in the District will be the prerogative of the Administration and the Board. Consideration of the salary amount will be given to their highest level of education necessary for the position and their years of teaching experience, in addition to the salaries of staff with similar experience and education status.

The employee's pro-rata daily rate shall be determined in the following manner. The employee's contracted annual salary divided by the number of contracted days equals the pro-rated daily rate (salary amounts and days associated with extended contracts shall not be used in this calculation.)

Salary Determination After First Year of Employment

Annually, the Holmen Education Association and the Holmen Board of Education will negotiate the base wage increases for all educators. The educator's current individual base wage will increase based on the negotiated agreement. Contracts for the negotiated period will be issued within 30 days of the start of the school year, indicating the new individual total base wage amount.

Educational Lane Adjustments

For purposes of calculating additional contracts based on the "starting base wage", the amount will be set by the Board on an annual basis. For the 2024-25 school year, the starting base wage for educators at the bachelor's degree level is \$46,000 and \$52,000 at the master's degree level.

Supplemental Stipends for Education

Master's Degree Wage Increase

Upon earning a Master's Degree, educators will receive a stipend of \$3,000 on an annual basis, starting the

contract year following the year in which the degree is earned. Example: Master's Degree earned May 2025, stipend will be issued annually starting the 2025-26 contract. Official transcripts must be submitted to Human Resources by July 15 for the stipend to be issued the subsequent year.

Expanded Master's Degree Stipend

There are specific positions in the District which require education beyond a Master's Degree for entry-level. Staff employed in these positions will receive a stipend of \$5,000 on an annual basis, as long as they remain in the position. This stipend will be in addition to their base salary and is not subject to increases, leave time, etc. The positions are defined as follows:

- School Psychologist
- Speech Language Pathologist
- Physical Therapist

Over/Underpayment of Contract

When an error is discovered in a teacher's salary resulting in the teacher being over or underpaid the following actions will apply:

- Overpayment past contract period(s) - If a verified overpayment occurred in a contract period that has already concluded (June 30) no corrective action will be taken for the completed contract period. Salary placement will be corrected for future contract periods.
- Overpayment current contract period - If the District becomes aware of a verified overpayment within a contract period not concluded, corrective action will be taken to recover the overpayment. Corrective actions include, but are not limited to:
 - Correcting the salary placement for any remaining portion of the current contract period and future contract periods, and
 - All overpayment amounts will be recovered by the District by reducing the teacher's future wages and/or the teacher reimbursing the District for the net overpaid wage amount. If overpayment is received through payroll deduction, the deductions shall not reduce the employee's "disposable earnings" to less than 80%. In the event the employee separates employment from the District, full recovery will be made from the last paycheck.
- Underpayment - If the District becomes aware of a verified underpayment amount within two (2) years of the event of underpayment, the District will on a timely basis make payment to correct for any underpaid amount.

Curriculum Writing/Facilitation of Staff Development, Staff Development, Team Leader, Mentor, Curriculum Chair/Curriculum Council and Other Extra Duty Assignments

**For purposes of this section, the definition for work day shall be as declared in Part II, Section 2 – Normal Hours of Work.*

The employee shall be paid at the rate reflective of the nature of work performed. Prior to starting work, the administrator requesting work will communicate if the nature of the work qualifies for the Curriculum Writing/Facilitation of Staff Development or Staff Development payment rate. The length of time and maximum number of hours shall be determined by the Administrator, in his/her sole discretion.

Curriculum Writing/Facilitation of Staff Development: When the District assigns an employee to write or facilitate curriculum work that is outside of the terms of the individual employee's contract, the employee shall be paid at the rate of \$23 per hour. The employee will also receive \$23 per hour for planning and facilitating staff development.

Staff Development: Attendance at staff development outside the terms of the individual employee's contract shall be paid at a rate of \$18 per hour.

Team Leader/Department Chair: The annual stipend for Department Chair and Team Leader positions will depend upon the number of positions in the department or on the team. The employee shall be paid at the following rates:

- A. 1 – 4 positions \$500
- B. 5 – 9 positions \$1000
- C. 10+ positions \$1500

Mentor: Educators who are mentors for teachers new to the District will receive a stipend of \$600. The commitment for mentors is one full school year. Mentorship required training outside the school calendar year will be compensated at the staff development (attendance) rate.

Curriculum Chair/Curriculum Council: Curriculum Chair and Curriculum Council positions shall be paid at the following rates:

- A. Annual stipend \$500
- B. Self-study or Curriculum writing year \$1500 (instead of \$500)

National Board Certification

For educators who possess a National Board Certification (per the certification list below), the District will pay an annual stipend of \$2,000 per year for the life of the National Board certificate, as long as the educator is full-time in the School District of Holmen, and employed in the position aligned with the certificate. Payment will begin the first full contract year after certification is achieved and shall follow the "School Year - Regular Individual Contracts" language as described in Part I, Section 6 – Pay Periods. Payment shall end at the end of the contract year in which the National Board Certification expires.

Educators who are obtaining National Board Certification for the first time shall receive one (1) day of Professional Leave that may be used for completion of the certification.

If coursework is completed towards earning the National Board Certification or renewal of the certification, and credits are earned upon completion of the coursework, the credits may not be used for credit advancement on the wage schedule.

The following certification will be honored under this language:

- National Boards for Professional Teaching Standards (NBPTS)
- National Association of School Psychologists (NASP)
- National Board for Certified Counselors (NBCC)
- American School Counseling Association (ASCA)
- Certificate of Clinic Competence in Speech-Language Pathology (ASHA-CCC)
- National Board for Certification in Occupational Therapy (NBCOT)
- Certified School Social Work Specialist (NASW / C-SSWS)
- National Physical Therapy Exam (NPTE)

Extra Duty Pay

Extra duty pay will be compensated based on the amount of time worked, using an hourly rate of pay. Paid advisors/coaches shall not be eligible for extra duty pay at an event related to their advisor/coach position. If there are no volunteers for extra-duty assignments, then assignments to the extra duty will be made by the building principal using a roster system of those teachers under the building principal. It will be the responsibility of the teacher to find a replacement if the teacher cannot be available.

Extra Duty Assignment	Pay Rate
Chaperone	\$13 per hour
Crowd Control	\$13 per hour
Ticket Taker	\$13 per hour
Event Manager	\$15 per hour
Clock-timer	\$15 per hour
Scorekeeper/Book	\$15 per hour
Chains	\$15 per hour
Public Announcer	\$15 per hour
Camera/Video	\$15 per hour
Statistician	\$15 per hour

Summer School

Summer school compensation for teaching non-credit courses shall be 1/24th of the BA base salary in effect on the first day of summer School.

Summer school compensation for teaching credit courses shall be 1/12th of the BA base salary for each ½ academic credit. The BA base salary used will be the salary in effect the school year immediately before Summer school. For example, all 2013 summer school wage amounts will be based upon the 2012-13 school year salary schedule. Summer school instructional activities equivalent to more, or less than ½ academic credit, will be pro-rated accordingly.

Overload Compensation

As an exception to the “Teaching Load” language, in Part II, Section 2, the District will provide additional compensation for any high school teacher who teaches beyond three (3) 90 minute periods in a term will receive overload compensation. The District reserves the right to assign overload contracts. For each additional 45 minute period, the teacher will be compensated at sixteen (16) percent of the teacher’s per diem rate times the number of days this class is taken by the teacher. For each additional 90 minute period, the teacher will be compensated at thirty two (32) percent of the teacher’s per diem rate times the number of days this class is taken by the teacher. Overload compensation will not be awarded for supervision, including but not limited to, study hall responsibilities. Per diem rate shall be the annual salary amount for the teacher’s contract year divided by 190 (less if the teacher’s contract is less than 190 days), all as identified in the individual employment contract. Per diem rates shall not include extended, extra, summer, or any other supplemental employment. Nor shall per diem rate include any wage enhancement that is a one-time occurrence, has a predetermined expiration, or is subject to expiration or requires renewal.

Subbing for Another Teacher

Teachers will be compensated to sub during their assigned prep period during the school day. Compensation Rates will be as follows:

- High School Educators
 - 90-minute block: \$35 per block
 - 45-minute skinny: \$17.50 per skinny
- Middle School & Elementary Educators:
 - 60-minute class: \$23 per class
 - 45-minute class: \$17.50 per class
 - 30-minute class: \$11.50 per class
- If there are no volunteers, the principal will assign the class period to a teacher who is on prep. The teacher will be compensated as indicated above.
- This language will only apply to teachers who lose their prep period to teach/supervise students when the assigned staff member's absence was not filled by a sub.

This language does *not* apply to staff who are asked to assist with students outside their prep period.

Section 7 - Insurances

Dental Insurance

The Board shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage's will be selected and determined by the Board.

A. Eligibility.

1. Minimum Hours for Any District Contribution: An employee whose individual contract has an assignment of at least fifty percent (50%) of full-time equivalency is eligible to participate in the District's dental insurance. Full-time equivalency is defined as working the "Normal Hours of Work" for a full school calendar year ("Normal Hours of Work" is defined under Part II, Section 2.01). Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Hours worked that may be excluded from eligibility determination include, but are not limited to: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.
2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent (50%) of a full-time equivalency, but less than a full-time one hundred percent (100%) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. 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. (Example: an employee with no spouse in District is required to pay 20% of premium, then an employee with a spouse employed by the District will be required to pay no more or less than 20% of the premium.)

- #### B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. If the employee fails to enroll at initial employment when they are eligible for coverage, then in order to enroll, the employee must have a qualifying event and meet the criteria or wait for the next open enrollment period. Late enrollment will be subject to conditions of the insurance carrier. When employment begins after the first scheduled work day of the school calendar, the District will begin premium contributions (without proration) from that point forward, consistent with employees who started on the first scheduled work day of the school calendar. The insurance benefits described in this *Handbook* and in the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, his/her insurance benefits shall terminate at the end of the month the resignation or termination

- becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

C. Premium Contributions:

1. For full-time employees who are eligible for and select coverage, the District shall pay 80% of the premium.
2. For less than full-time employees who are eligible and select coverage, the District 80% contribution shall be adjusted as defined by the “Pro-ration of District Contributions” above.
3. Employees shall be responsible for the remaining portion of the premium.

Health Insurance

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage’s will be selected and determined by the Board.

A. Eligibility.

1. Minimum Hours for Any District Contribution: An employee whose individual contract has an assignment of at least fifty percent (50%) of full-time equivalency is eligible to participate in the District’s health insurance. Full-time equivalency is defined as working the “Normal Hours of Work” for a full school calendar year (“Normal Hours of Work” is defined under Part II, Section 2.01). Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Hours worked that may be excluded from eligibility determination include, but are not limited to: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.
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: (1) two single plans; or (2) one family plan and one Alternate Benefit Plan (ABP). 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.

B. Commencement and Termination of Benefits: Coverage will commence on the employee’s first day of employment. If the employee fails to enroll at initial employment when they are eligible for coverage, and that employee is not participating in the Alternative Benefit Plan, in order to enroll the employee must have a qualifying event and meet the criteria or wait for the next open enrollment period. Late enrollment will be subject to conditions of the insurance carrier. When employment begins after the first scheduled work day of the school calendar, the District will begin premium contributions (without proration) from that point forward, consistent with employees who started on the first scheduled work day of the school calendar. The insurance benefits described in this *Handbook* and in the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, his/her insurance benefits shall terminate at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

C. Premium Contributions:

1. For full-time equivalency (1.00 FTE) employees who are eligible for and select coverage, the District shall pay 85% of the lowest cost single or family health insurance plan premium.
2. For less than full-time equivalency employees who are eligible and select coverage, the District

shall pay either:

- a. 85% of the lowest cost single health insurance plan, or
 - b. a prorated portion of 85% of the lowest cost family health insurance plan, with the proration being consistent with the employee's percentage of employment. (example – the District would contribute 63.75% of the family premium for a .75 FTE employee base on $85\% \times 75\%$ equaling 63.75%.)
3. Employees shall be responsible for the remaining portion of the premium.

Section 8 – Post-Employment Benefits

Post-Employment Benefits

Notification:

A teacher who satisfies the District's notice requirements, minimum age, and years of service requirements may qualify for the retirement benefits described below. An eligible teacher seeking retirement benefits must notify the District Administrator on or before February 15th of the school year preceding the teacher's last day of employment. Example: notify on or before February 15, 2018, to retire June 30, 2018. Eligible teachers must also satisfy their contractual obligations under this Agreement. Contractual obligation includes fulfillment of the terms of the current year's contract which means mid-year retirements are not accepted. Eligible teachers terminated for cause shall not be eligible for any benefit or incentive.

Hardship Eligibility:

In the event that an employee terminates employment prior to meeting the eligibility requirements for the benefits described in this section due to a disability that qualifies the employee for benefits under the District's long-term disability plan, the benefits described in this section will vest upon the termination of employee's employment as if the employee had met the eligibility requirements for the individual benefits at the time of employee's termination.

Years of Service:

For the purpose of Post-Employment Benefits in this section, teachers having a minimum of five (5) years of service in this District may receive one year of "qualified service" for every five (5) years of service in another district. For service in another district to be counted, it must be of the same type counted in the School District of Holmen as determined by District Administrator or Designee. Simultaneous work for more than one employer shall not be added up to create more than full time "qualified service" service during the same window of time.

Specific to this Post-Employment Benefits section, effective with the beginning of the 2019-20 school year and retroactively applied to all prior years of service in this and other districts, the "years of service" eligibility requirement will only include fully completed contracted full school years.

Work performed for the District in positions beyond the base contract shall be excluded in calculating years of service. Such work includes, but is not limited to: internships, student teaching, volunteer, substitute, co-curricular, limited term, extra-duty, summer school, seasonal, independent contract, extended contract time/days, etc.

Longevity Incentives:

The District will contribute for the eligible teacher's benefit the following sums to the District's Health Reimbursement Account (HRA):

Eligibility:

To be eligible for this Post-Employment Benefit, the staff member must be at least fifty-five (55) years of age on June 30 of their last year of employment (July 1 to June 30).

Amount & Distribution:

Years of Service	Total Amount of Longevity Incentive	HRA Distribution Schedule*
a. 10 – 14 years	\$8,000	First year \$4,000 Second year \$4,000 Paid each year by September 1 following retirement
b. 15 – 19 years	\$13,000	First year \$5,000 Second year \$4,000 Third year \$4,000 Paid each year by September 1 following retirement
c. 20 – 24 years	\$18,000	First year \$5,000 Second year \$5,000 Third year \$4,000 Fourth year \$4,000 Paid each year by September 1 following retirement
d. 25 – 29 years	\$23,000	First year \$5,000 Second year \$5,000 Third year \$5,000 Fourth year \$4,000 Fifth year \$4,000 Paid each year by September 1 following retirement
e. 30+ years	\$28,000	First year \$6,000 Second year \$6,000 Third year \$6,000 Fourth year \$5,000 Fifth year \$5,000 Paid each year by September 1 following retirement

Benefits Upon Death:

For purposes of the benefits described in this section, if an employee dies during active employment with the District at a time when the employee has met all eligibility criteria except that the employee had not yet retired or terminated employment with the District, the benefits described in this section will vest upon the employee's death in the same manner as if the employee had retired. No benefit described in this section may vest prior to an employee's death or separation of employment.

Upon the receipt of notice by the District of the death of an eligible teacher vested in and receiving a Post-Employment Benefit prior to the full payment of the Post-Employment Benefit under this section, contributions may continue for the use of a person's spouse or qualifying dependents.

Unused Paid Leave Pay-Out:

Eligibility – To be eligible for this Post-Employment Benefit, the staff member must be at least fifty-five (55) years of age on June 30 of their last year of employment (July 1 to June 30). Teachers are only eligible to receive this accrued Paid Leave contribution if they have at least fifteen (15) years of continuous, "qualified service" in the District and are at least fifty-five (55) years of age.

For the purpose of this benefit, teachers having a minimum of five (5) years of service in this District may receive one year of "qualified service" for every five (5) years of service in another district. For service in another district to be counted, it must be of the same type counted in the School District of Holmen as determined by District Administrator or Designee.

Amount - The total Post-Employment Benefit shall be calculated as 0.15% of the retirees last working contract rate for each day of accrued Paid Leave (ex. Annual salary of \$45,000 x 100 days x 0.15% = \$6,750)

Distribution - When the total Post-Employment Benefit due to the employee is less than \$2,000, the contribution shall be paid as a lump sum directly to the eligible teacher, subject to all applicable taxes and adjustments to employee wages. The employer contribution shall be made by the next regularly scheduled payroll date following the date of the eligible teacher's termination of employment.

When the contribution amount is equal to or greater than \$2,000, the District shall deposit the contribution amount to the eligible teacher's District-approved TSA account.

This non-elective contribution to the TSA account shall be made by September 1 following the date of the eligible teacher's termination of employment, unless the total contribution would exceed IRS Section 415 annual contribution limits. In the case of accrued contributions in excess of the IRS Section 415 limit, the excess amount will be deferred to the next tax year and shall be made up to the maximum IRS Section 415 contribution limits, by each subsequent September 1 until the total Post-Retirement Benefit is paid, subject to IRS rules regarding the timing of post-employment benefit payments.

Benefits Upon Death - For purposes of the benefits described in this section, if an employee dies during active employment with the District at a time when the employee has met all eligibility criteria except that the employee had not yet retired or terminated employment with the District, the benefits described in this section will vest upon the employee's death in the same manner as if the employee had retired. No benefit described in this section may vest prior to an employee's death or separation of employment.

Upon the receipt of notice by the District of the death of an eligible teacher vested in and receiving a Post-Employment Benefit prior to the full payment of the Post-Employment Benefit under this section, one final payment in the amount of the remaining Post-Employment Benefit obligation will be made by the District to the deceased employee's TSA account (subject to IRS Section 415 contribution limits). If any Post-Employment Benefit in excess of the IRS Section 415 contribution limits remains after this payment, the excess amount shall be paid to the employee's estate as a lump-sum cash benefit.

School District of Holmen



Employee Handbook

PART II A – SCHOOL NURSE STAFF

Section 1 – Discipline, Termination, and Nonrenewal

Length of Probationary Period for Nurses

All nurses shall serve a three (3) year probationary period from the employee's initial date of hire. Initial date of hire is defined as the employee's most recent date of hire with no break in service.

Standard for Discipline and Termination

A nurse 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.

Benefits for Non-Probationary Employees

Employees who have satisfactorily completed the probationary period and remained employed thereafter shall be entitled to all of the provisions of this *Handbook* retroactive to the original date of employment.

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 workplace if immediate action is required.

For purposes of this section, "representation" refers to a colleague or union representation (if applicable). A spouse, family member or friend are not considered "representation."

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.

Section 2 – Professional Hours/Work Day

Normal Hours of Work

Nurses 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.

A typical school week for all full-time nurses shall be at least forty (40) hours including a duty-free thirty (30) minute meal period each day. It is expected that as professional people, the welfare of the students is placed above time. The actual workday for each employee shall be established by their immediate supervisor. If for some reason a nurse has to vary from the established schedule, they should seek approval from their immediate supervisor in advance.

In the event of a late start or early release, nurses are expected to work their regular day. If they are unable to work during the late start/early release time, they should use appropriate leave time to cover their absence.

Work beyond 40 hours in a week (including attendance at administratively required meetings or events) will not result in additional compensation above regular salaries unless specifically approved in writing by action of the Board or by the District Administrator or their designee.

If a nurse accepts a voluntary District assignment during he/she duty free lunch period, he/she will be compensated by equivalent release of time from other normal hours of work to be used within 5 work days.

Nurses contracted less than forty (40) hours per week shall receive a duty-free thirty (30) minute meal period on days when continuous work time (excluding duty-free lunch) exceeds four (4) hours. For nurses contracted less than forty (40) hours per week, duty-free lunch time shall not be included in calculation of FTE.

Administratively Called Meetings

Nurses are required to attend all mandatory, administratively called meetings, including staff meetings. Administratively called meetings may begin before the normal workday begins or go later than the end of the normal workday (without additional compensation). The administration shall attempt to provide reasonable notice of all such meetings.

Attendance at School Events

Nurses are required to attend school events as directed by administration. These events may include but not limited to, an open house, field trips, music program, art show and/or other District or building events that occur after the normal workday. Nurses shall be given no less than fourteen (14) days notice of such events. Nurses may be excused from attendance at school events at the discretion of the District Administrator and/or his/her designee (examples: District co-curricular conflict, pre-approved coursework, personal obligations which the nurse is unable to reschedule, etc.). Such conflict should be communicated to the applicable administrator as soon as possible before the date of the school event.

Emergency School Closures

All calendar time lost to school closure will be made up at the discretion of the Board. Nurses shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

Work Schedule

190 Day School Nurse

The school nurse calendar and any subsequent adjustments shall be determined by the Board (see "Calendar" section under Appendix).

The length of the school nurse contract shall be one hundred ninety (190) days. Calendar is constructed to include 178 student days, three (3) health office set-up days, six (6) staff development days (equivalent), and three (3) paid holidays (Labor Day, Thanksgiving Day, and Memorial Day). The first two (2) inclement weather days will not be made up. The third inclement weather day and beyond will be made up at the discretion of the District Administrator. In addition to their contracted work days, nurses are required to fulfill one equivalent contract day with professional development between each July 1 and June 30.

260 Day District Nurse

The district nurse calendar and any subsequent adjustments shall be determined by the Board (see "Calendar" section under Appendix). The District Nurse shall follow the "Calendar Year Staff" calendar for required work days and holidays. The length of the district nurse contract shall be two hundred

sixty (260) days, which includes eleven (11) paid holidays.

Section 3 – Professional Growth

Requirement to Remain Current

All nurses 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 nursing care, including acute or chronic illness or accidental injuries, and for the administration of necessary medication. In addition to maintaining high standards of excellence for the students and school, the nurse will make themselves available during the contractual year and day to their colleagues for assistance, to the District for services beyond those specifically required as part of their individual contract duties, and to the community as a valuable resource.

For more information regarding requirements to remain current, please see Board Policy 537 – Staff Development.

Section 4 – Assignments, Vacancies, and Transfer

Assignments, Vacancies, and Transfers

A. Reassignments:

When the District identifies building needs that support a more specific or timely change in staff assignments than can be accomplished through the transfer process, then the District Administrator may forgo the transfer process and authorize reassignment of staff. Examples of reassignment rather than transfer may include, but are not limited to: vacancies determined after the July 1st immediately preceding the start of the school year in which the vacancy is to be filled, no external qualified candidate is available to fill a vacancy.

No employee will be reassigned 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 reassignment. An employee who is reassigned shall suffer no loss of wages, hours, or other fringe benefit as a result of such reassignment. An employee who is reassigned and suffers a loss of wages, hours or other fringe benefit as a result of such reassignment may contest the reassignment as discipline under Section 1.

B. Transfers:

These are general guidelines for transfers by teaching staff. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Transfer rights may be suspended or modified when vacancies occur after the July 1st immediately preceding the start of the school year in which the vacancy is to be filled.

When following the steps below, primary consideration should be given to employees on layoff and Leave of Absence (LOA). No employee will be allowed a transfer when such transfer will prevent a licensure based recall or return of a person on LOA.

For the purposes of transfer, determining the “most qualified” person may include, but is not limited to: licensure, experience, length of service, attendance, demonstration of best practices, performance review history.

Probationary nurses and nurses on a “special assistance plan” may not apply for transfer, unless waived by the District Administrator and/or Designee.

Steps

1. Vacancy Determination:

The District Administrator will approve all vacancies. All increases in staffing levels must be approved by the Board of Education. Once a vacancy has been approved move to Step 2.

2. Voluntary Transfer within Building/Program:

The building administrator, or appropriate program administrator, will seek volunteers at the building/program where there are open positions to determine if there are in-building/program volunteers for the open position(s).

Nurses may express in writing to the District Administrator and/or his/her designee their desire to transfer.

Only suitable, licensed and qualified volunteers will be considered for the vacant position. Whether or not a nurse is suitable for the vacant position is at the discretion of the Program Administrator. If more than one suitable, licensed and qualified person volunteers, the "most qualified" person will be moved to the vacant position.

Repeat this process until all volunteers have completed voluntary transfer. This includes all open positions (new positions, positions currently vacant due to staff on LOA, etc.).

From the time of notification of positions declared open in their building/program, staff will have up to 48 hours to submit requests for voluntary transfer. The administrator will make reasonable efforts to notify building/program staff of the open position(s).

Administrators will advance recommendations for in-building/program staff voluntary transfer to the Human Resources Department. The recommendation to the Human Resources Departments may take place in less than 48 hours if the administrator has all the information necessary to make a voluntary transfer recommendation in less than 48 hours.

Voluntary transfer recommendations by the administrator must be approved by the Human Resources Department before the transfer is official.

DO NOT MOVE TO STEP 3 UNTIL ALL KNOWN STEP 2 TRANSFERS HAVE OCCURRED

3. Voluntary Transfers between Building/Program:

Vacant positions may be filled by staff members outside the building/program level where the vacancy exists. Such vacancies are posted by the district for 10 days.

All licensed and qualified staff members requesting a transfer may be granted an interview. An Administrator will not be required to interview a candidate for vacant positions more than one time per year.

Only suitable, licensed and qualified volunteers will be considered for the vacant position. Whether or not a teacher is suitable for the vacant position is at the discretion of the Program Administrator. If more than one suitable, licensed and qualified person volunteers, the "most qualified" person will be selected. That person will be advanced to the District Administrator for recommended placement in the vacant position.

If a voluntary transfer creates a new vacancy within a building/program, then return to, and repeat as necessary, the Vacancy Determination step above.

4. External Vacancies:

If the external posting of the position was not completed simultaneous to the internal transfer posting, it will be posted at this time.

Employee Resignations

- A. The nurse's contract, which is part thereof, shall be considered binding on both parties. If for any reason a nurse asks for release from the contract, it is understood that the following conditions for release shall apply:
1. The nurse must give the District notice that they intend on severing their contract with the District. Whenever possible, the nurse 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. Five hundred dollars (\$500.00) if the employee's resignation is effective on or after July 1, but before August 1.
 - b. Seven hundred and fifty dollars (\$750.00) if the employee's resignation is effective on or after August 1, but before the start of the school year.
 - c. One thousand dollars (\$1,000.00) 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 nurses who do not return their contracts by June 15, or whose resignation is tendered and effective after the end of the school year, but before July 1.
 4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.
- B. The Board in its discretion may waive the liquidated damages for the following reasons:
- a. Employment transfer of spouse;
 - b. Illness of employee;
 - c. Other reasons as determined by the School Board.

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

- C. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.

In the event said nurse breaches this contract by termination of services during the term hereof, the Board may, at its option, demand to recover from the nurse 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 nurse.

Absences and Substitutes

When a nurse is to be absent from school, it is the responsibility of the nurse to call 1-800-942- 3767 or log on to www.aesoponline.com when absent.

- A. Absences can be reported to Aesop 24 hours a day. You must report your absence to Aesop before 6:30 a.m. for the High School or Middle School and before 7:30 a.m. for all elementary buildings.
- B. If you cannot report your absence to Aesop before the cut off time, you must call the building administrative assistant to report your absence.

- C. Absences must also be reported to the Director of Safety & Student Services via email.
- D. For all absences **except** the “day off” sick days, you must record your absence in Employee Access and submit for approval by your supervisor before recording the absence into Aesop.

Summer School Assignments

The 260-day District Nurse will be responsible to provide coverage for any summer educational courses provided to students. This includes, but is not limited to: summer school, Extended School Year (ESY), etc.

Nurses on 190 day contract, to all reasonable degree, shall make themselves available to substitute for summer school in the event the 260 day nurse is absent or unavailable.

Extended Contracts (190 day nurse only)

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

Extended contracts will not be eligible for fringe or leave benefits. Per diem rate shall be the annual salary amount for the nurse’s contract year divided by 190 (less if the nurse’s contract is less than 190 days), all as identified in the individual employment contract. Per diem rates shall not include extended, extra, summer, or any other supplemental employment. Nor shall per diem rate include any wage enhancement that is a one-time occurrence, has a predetermined expiration, or is subject to expiration or requires renewal.

Assignment of Additional Time

When the District determines there is a need for additional time to an existing position in a building/program, this time need not be posted, but may be offered to the employee selected by the District. Should no employee accept the offer of additional time, the District will proceed with “Reassignment” as necessary or proceed with the posting process.

Employment Contract

The nurse’s employment contract shall be consistent with, but subservient to, this Handbook and board policy. The contract shall identify the employee, the contract term, position title, direct compensation, evaluation information and invalid provisions.

Contracts will be issued annually to each nurse. Unless the employee is notified in writing by the District of intent to terminate, before the last student contact day of the current school year, the employee may assume their continued employment in the next school year. Specific building assignments cannot be guaranteed.

Section 5 – Reductions in Force, Position, and Hours

Reasons for Reduction in Force

In the event the Board determines to make a non-performance based reduction in 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.

Notice of Reduction

The District will give at least thirty (30) calendar days notice of reduction. The reduction notice shall specify the effective date of reduction, that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee’s address, and it will refer the employee to the Reduction in Force provision in this *Handbook*.

Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction 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: The District will seek volunteers for reduction first. Requests for volunteers will be sent to all nurses. An employee who volunteers for reduction 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.
- C. Step Three – Selection For Reduction: The District shall consider, but not be limited to, the following criteria for determining the nurse for reduction:
 1. Qualifications as established by the District: including, but not limited to specific job skills, certification (if applicable), training, district evaluations, attendance, etc.
 2. Qualifications of remaining nurses: Relevant qualifications will be those experiences and training that best relate to the position(s) maintained by the District. These experiences shall include, but not be limited to: current and past assignment, and practical experience in the area of need; and
 3. Length of Service of the Nurse:
 - a. 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.
 - b. Tie Breaker on Length of Service: in the event of a tie, the employee with the greatest length of service shall be determined by the District.
 - c. Date of hire: date of hire information will be made easily accessible to employees.

Section 6 – Professional Compensation

Initial Salary Schedule Placement

Nurses new to the District shall be provided an annual salary at the sole discretion of the School Board. Initial salary determination general guidelines shall include, but not be limited to: education, total nursing experience, and school nurse experience.

Annual Contract Increases

Annually, the Board of Education will determine base wage increases for nurses. These amounts will be determined and shared with staff each spring.

Over/Under Payment of Wages

It is the employee's responsibility to make sure their contract is accurate. When an error is discovered in an Administrator or Director's contract resulting in the employee being over or underpaid the following actions will apply:

- Overpayment past contract period(s) - If a verified overpayment occurred in a contract period that has already concluded (June 30) no corrective action will be taken for the completed contract period. Contract amount(s) will be corrected for future contract periods.
- Overpayment current contract period - If the District becomes aware of a verified over payment within a contract period not concluded, corrective action will be taken to recover the overpayment. Corrective actions include, but are not limited to:
 - Correcting the contract amount(s) for any remaining portion of the current contract period and future contract periods, and
 - All overpayment amounts will be recovered by the District by reducing the employee's future

wages and/or the employee reimbursing the District for the net overpaid wage amount. If overpayment is received through payroll deduction, the deductions shall not reduce the employees “disposable earnings” to less than 80%. In the event the employee separates employment from the District, full recovery will be made from the last paycheck

- **Underpayment** - If the District becomes aware of a verified underpayment amount within two (2) years of the event of underpayment, the District will on a timely basis make payment to correct for any underpaid amount.

National Board Certification

The District will pay a nurse who holds the National Board for Certification of School Nurse an extra \$2,000 per year for the life of the certificate, as long as the nurse is a full-time nurse in the School District of Holmen. Payment will begin the first full contract year after certification is achieved and shall follow the “School Year - Regular Individual Contracts” language as described in Part I, Section 6 – Pay Periods. Payment shall end at the end of the contract year in which the National Board Certification expires.

Nurses who are obtaining National Board Certification for the first time shall receive one (1) day of Professional Leave that may be used for completion of the certification.

If coursework is completed towards earning the National Board Certification or renewal of the certification, and credits are earned upon completion of the coursework, the credits may not be used for credit advancement on the wage schedule.

Extra Duty Pay

Extra duty pay will be compensated based on the amount of time worked, using an hourly rate of pay. Paid advisors/coaches shall not be eligible for extra duty pay at an event related to their advisor/coach position.

Extra Duty Assignment	Pay Rate
Chaperone	\$13 per hour
Crowd Control	\$13 per hour
Ticket Taker	\$13 per hour
Event Manager	\$15 per hour
Clock-timer	\$15 per hour
Scorekeeper/Book	\$15 per hour
Chains	\$15 per hour
Public Announcer	\$15 per hour
Camera/Video	\$15 per hour
Statistician	\$15 per hour

Vacation – 260 Day Nurse

Paid vacation will be provided to the 260-day Nurse according to the following schedule:

Number of Fiscal Years Worked	Vacation Days Allocated
Initial Year of Hire	Pro-rated up to 15 days
First – Fourth full years	15 days
Fifth – Twelfth full years	20 days
Thirteenth full year and beyond	25 days

Scheduling of vacation: Vacation time may be taken in increments of no less than two hours as approved by the Immediate Supervisor.

Employees in their first year of service receive a pro-rated allocation of vacation based upon the number of

months worked between their hire date and the following July 1. For example, an employee hired in October 1, 2017 would be allocated nine-twelfths (9/12) of the employee's vacation allotment at the time of hire. This would entitle the employee to 9/12* 20 days on the date of hire or 15 days (example based upon Supervisor vacation). The employee under this example would be entitled to twenty (20) days of vacation on July 1, 2018. This provision is not retroactive.

Vacation time may be taken in increments no less than two hours as approved by the immediate supervisor.

Up to 5 carry-over days from previous year will be allowed. Carry-over days must be used by December 31 of the following year.

Section 7 – Insurances

Dental Insurance

The Board shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage's will be selected and determined by the Board.

A. Eligibility.

1. Minimum Hours for Any District Contribution: An employee whose individual contract has an assignment of at least fifty percent (50%) of full-time equivalency is eligible to participate in the District's dental insurance. Full-time equivalency is defined as working the "Normal Hours of Work" for a full school calendar year ("Normal Hours of Work" is defined under Part IIA, Section 2). Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Hours worked that may be excluded from eligibility determination include, but are not limited to: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.
2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent (50%) of a full-time equivalency, but less than a full-time one hundred percent (100%) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. 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. (Example: an employee with no spouse in District is required to pay 20% of premium, then an employee with a spouse employed by the District will be required to pay no more or less than 20% of the premium.)

- #### B. Commencement and Termination of Benefits:
- Coverage will commence on the employee's first day of employment. If the employee fails to enroll at initial employment when they are eligible for coverage, then in order to enroll, the employee must have a qualifying event and meet the criteria or wait for the next open enrollment period. Late enrollment will be subject to conditions of the insurance carrier. For school year nurses: When employment begins after the first scheduled work day of the school calendar, the District will begin premium contributions (without proration) from that point forward, consistent with employees who started on the first scheduled work day of the school calendar. The insurance benefits described in this *Handbook* and in the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, his/her insurance benefits shall terminate at the end of the month the resignation or termination becomes effective.

2. For school year nurses: If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

C. Premium Contributions:

1. For full-time employees who are eligible for and select coverage, the District shall pay 80% of the premium.
2. For less than full-time employees who are eligible and select coverage, the District 80% contribution shall be adjusted as defined by the “Pro-ration of District Contributions” above.
3. Employees shall be responsible for the remaining portion of the premium.

Health Insurance

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage’s will be selected and determined by the Board.

A. Eligibility.

1. Minimum Hours for Any District Contribution: An employee whose individual contract has an assignment of at least fifty percent (50%) of full-time equivalency is eligible to participate in the District’s health insurance. Full-time equivalency is defined as working the “Normal Hours of Work” for a full school calendar year (“Normal Hours of Work” is defined under Part IIA, Section 2). Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Hours worked that may be excluded from eligibility determination include, but are not limited to: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.
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: (1) two single plans; or (2) one family plan and one Alternate Benefit Plan (ABP). 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.

- B. Commencement and Termination of Benefits: Coverage will commence on the employee’s first day of employment. If the employee fails to enroll at initial employment when they are eligible for coverage, and that employee is not participating in the Alternative Benefit Plan, in order to enroll the employee must have a qualifying event and meet the criteria or wait for the next open enrollment period. Late enrollment will be subject to conditions of the insurance carrier. For school year nurses: When employment begins after the first scheduled work day of the school calendar, the District will begin premium contributions (without proration) from that point forward, consistent with employees who started on the first scheduled work day of the school calendar. The insurance benefits described in this *Handbook* and in the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, his/her insurance benefits shall terminate at the end of the month the resignation or termination becomes effective.
2. For school year nurses: If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

C. Premium Contributions:

1. For full-time equivalency (1.00 FTE) employees who are eligible for and select coverage, the District shall pay 85% of the lowest cost single or family health insurance plan premium.
2. For less than full-time equivalency employees who are eligible and select coverage, the District shall pay either:
 - a. 85% of the lowest cost single health insurance plan, or
 - b. a prorated portion of 85% of the lowest cost family health insurance plan, with the proration being consistent with the employee’s percentage of employment.

(example – the District would contribute 63.75% of the family premium for a .75 FTE employee base on 85% X 75% equaling 63.75%.)

3. Employees shall be responsible for the remaining portion of the premium.

Section 8 – Post-Employment Benefits Post Employment

Benefits

Notification:

A nurse who satisfies the District’s notice requirements, minimum age, and years of service requirements may qualify for the retirement benefits described below. An eligible nurse seeking retirement benefits must notify the District Administrator on or before February 15th of the school year preceding the teacher’s last day of employment. Example: notify on or before February 15, 2023, to retire June 30, 2023. Eligible nurses must also satisfy their contractual obligations under this Agreement. Contractual obligation includes fulfillment of the terms of the current year’s contract which means mid-year retirements are not accepted. Eligible nurses terminated for cause shall not be eligible for any benefit or incentive.

Hardship Eligibility:

In the event that an employee terminates employment prior to meeting the eligibility requirements for the benefits described in this section due to a disability that qualifies the employee for benefits under the District’s long-term disability plan, the benefits described in this section will vest upon the termination of employee’s employment as if the employee had met the eligibility requirements for the individual benefits at the time of employee’s termination.

Years of Service:

For the purpose of Post-Employment Benefits in this section, nurses having a minimum of five (5) years of service in this District may receive one year of “qualified service” for every five (5) years of service in another district. For service in another district to be counted, it must be of the same type counted in the School District of Holmen as determined by District Administrator or Designee. Simultaneous work for more than one employer shall not be added up to create more than full time “qualified service” service during the same window of time.

Specific to this Post-Employment Benefits section, effective with the beginning of the 2019-20 school year and retroactively applied to all prior years of service in this and other districts, the “years of service” eligibility requirement will only include fully completed contracted full school years.

Work performed for the District in positions beyond the base contract shall be excluded in calculating years of service. Such work includes, but is not limited to: internships, volunteer, substitute, co-curricular, limited term, extra-duty, summer school, seasonal, independent contract, extended contract time/days, etc.

Longevity Incentives:

The District will contribute for the eligible nurse’s benefit the following sums to the District’s Health Reimbursement Account (HRA):

Eligibility:

To be eligible for this Post-Employment Benefit, the staff member must be at least fifty-five (55) years of age on June 30 of their last year of employment (July 1 to June 30).

Amount & Distribution:

Years of Service	Total Amount of Longevity Incentive	HRA Distribution Schedule*
a. 10 – 14 years	\$8,000	First year \$4,000 Second year \$4,000 Paid each year by September 1 following retirement
b. 15 – 19 years	\$13,000	First year \$5,000 Second year \$4,000 Third year \$4,000 Paid each year by September 1 following retirement
c. 20 – 24 years	\$18,000	First year \$5,000 Second year \$5,000 Third year \$4,000 Fourth year \$4,000 Paid each year by September 1 following retirement
d. 25 – 29 years	\$23,000	First year \$5,000 Second year \$5,000 Third year \$5,000 Fourth year \$4,000 Fifth year \$4,000 Paid each year by September 1 following retirement
e. 30+ years	\$28,000	First year \$6,000 Second year \$6,000 Third year \$6,000 Fourth year \$5,000 Fifth year \$5,000 Paid each year by September 1 following retirement

Benefits Upon Death:

For purposes of the benefits described in this section, if an employee dies during active employment with the District at a time when the employee has met all eligibility criteria except that the employee had not yet retired or terminated employment with the District, the benefits described in this section will vest upon the employee's death in the same manner as if the employee had retired. No benefit described in this section may vest prior to an employee's death or separation of employment.

Upon the receipt of notice by the District of the death of an eligible nurse vested in and receiving a Post-Employment Benefit prior to the full payment of the Post-Employment Benefit under this section, contributions may continue for the use of a person's spouse or qualifying dependents.

Unused Paid Leave Pay-Out:

Eligibility – To be eligible for this Post-Employment Benefit, the staff member must be at least fifty-five (55) years of age on June 30 of their last year of employment (July 1 to June 30). Nurses are only eligible to receive this accrued Paid Leave contribution if they have at least fifteen (15) years of continuous, "qualified service" in the District and are at least fifty-five (55) years of age.

For the purpose of this benefit, nurses having a minimum of five (5) years of service in this District may receive one year of "qualified service" for every five (5) years of service in another district. For service in another district to be counted, it must be of the same type counted in the School District of Holmen as determined by District Administrator or Designee.

Amount - The total Post-Employment Benefit shall be calculated as 0.15% of the retirees last working contract rate for each day of accrued Paid Leave (ex. Annual salary of \$45,000 x 100 days x 0.15% = \$6,750)

Distribution - When the total Post-Employment Benefit due to the employee is less than \$2,000, the contribution shall be paid as a lump sum directly to the eligible nurse, subject to all applicable taxes and adjustments to employee wages. The employer contribution shall be made by the next regularly scheduled payroll date following the date of the eligible nurse's termination of employment.

When the contribution amount is equal to or greater than \$2,000, the District shall deposit the contribution amount to the eligible nurse's District-approved TSA account.

This non-elective contribution to the TSA account shall be made by September 1 following the date of the eligible nurse's termination of employment, unless the total contribution would exceed IRS Section 415 annual contribution limits. In the case of accrued contributions in excess of the IRS Section 415 limit, the excess amount will be deferred to the next tax year and shall be made up to the maximum IRS Section 415 contribution limits, by each subsequent September 1 until the total Post-Retirement Benefit is paid, subject to IRS rules regarding the timing of post-employment benefit payments.

Benefits Upon Death - For purposes of the benefits described in this section, if an employee dies during active employment with the District at a time when the employee has met all eligibility criteria except that the employee had not yet retired or terminated employment with the District, the benefits described in this section will vest upon the employee's death in the same manner as if the employee had retired. No benefit described in this section may vest prior to an employee's death or separation of employment.

Upon the receipt of notice by the District of the death of an eligible nurse vested in and receiving a Post-Employment Benefit prior to the full payment of the Post-Employment Benefit under this section, one final payment in the amount of the remaining Post-Employment Benefit obligation will be made by the District to the deceased employee's TSA account (subject to IRS Section 415 contribution limits). If any Post-Employment Benefit in excess of the IRS Section 415 contribution limits remains after this payment, the excess amount shall be paid to the employee's estate as a lump-sum cash benefit.

School District of Holmen



Employee Handbook

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

**Applicable to: Executive Assistant, Secretary, Accounting/Payroll Specialist, Education Assistant, Cook, Nutrition Team Leader, Driver, Maintenance/Mechanic, Custodian, and Technician positions*

Created June 2012

Section 1 – Discipline and Discharge

Length of Probationary Period

Newly hired employees shall serve a probationary period of 180 workdays from the date of hire.

Standard for Discipline and Termination

- A. Probationary Employee: Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*.
- B. Non-Probationary Employee: A non-probationary employee 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:
 - 1. 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
 - 2. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

Probationary Limitations/Restrictions

Except as expressed herein, all provisions of this Agreement shall apply to an employee as of the first day of employment.

During the first twenty (20) workdays of the probationary period, Drivers are not eligible for extra trips unless all non-probationary drivers decline the trips.

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.

For purposes of this section, “representation” refers to a colleague or union representation (if applicable). A spouse, family member or friend are not considered “representation.”

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.

Section 2 – Hours of Work and Work Schedule

Letter of Appointment

The letter of appointment shall be consistent with, but subservient to, this *Handbook* and board policy.

The letter of appointment shall identify the employee, the date of hire, the position(s) that the employee is employed for, the length of the work year, the length of the typical work day, and the pay rate for the position.

Initial and amended Letter(s) of Appointment must be Board approved before the Letter of Appointment will be issued.

Initial Letter of Appointment:

A letter of appointment shall be issued at the time of initial hire.

Amended Letters of Appointment:

In cases of transfers, promotions, demotions, additional time, and partial or full layoff, an amended Letter of Appointment will be issued. This amended Letter of Appointment will replace the previously issued Letter(s) of Appointment. In the case of a change of assignment the employee shall be provided with at least 5 calendar days notice of the change of assignment, if practicable, as determined by the administration.

Annually, For School Year Employees Only:

Unless the employee is notified in writing by the District of intent to terminate, before the last student contact day of the current school year, the employee may assume their continued employment in the next school year. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.

Regular Workday and Starting and Ending Times

A regular full-time workday is typically eight (8) hours, excluding meal time. The typical eight (8) hour workday may be modified per the needs of the District. Because of different schedule requirements, employee's starting, meal, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours, break periods, and meal periods. Each individual position will have a consistent daily starting, meal, and finishing time. Employees are expected to start and end their work shift at the scheduled time. When deviations of more than 15 minutes from the scheduled time(s) occur, the employee must provide an explanation on their timesheet.

Regular Work Week

A regular work week is defined as Sunday through Saturday. A regular workweek is forty (40) hours or less. The regular work week is typically five (5) consecutive days unless the immediate supervisor temporarily 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.

Part-Time Employees

Employees not scheduled to typically work eight (8) hours per day, excluding lunch time, will be considered part-time employees. A typical schedule of hours shall be prepared for part-time employees. Such schedule shall be made known to the affected employees.

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 additional hours and overtime assignments will be filled using volunteers first. The supervisor may seek out specific individuals to volunteer based upon the

District's need and an individual employee's distinctive ability to meet those needs. If insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the additional hours or overtime, the District may assign the work. Emergency additional hours and overtime assignments shall be assigned at the discretion of the District. Additional hours should be considered before overtime is used to meet needs. Individuals receiving additional hours and overtime assignments will be given as much notice as possible.

- C. Pay Rate for Overtime: Only hours worked will be considered in the determination of overtime. All hours worked in excess of 40 hours per week will be paid time and one-half the employee's weekly average hourly rate. Time over forty (40) hours per week does not include paid leave time, including but not limited to: sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated on the employee's timesheet. 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.

Compensatory Time Off

Compensatory time off is not permitted. Compensatory time off is paid time off from work in exchange for hours worked beyond the regularly schedule hours in a prior work period.

Event Attendance – Approval and Compensation

Supervisor Level Initiated - Special Event Invitations

1. Immediate Supervisor - Invitations directly from your immediate supervisor should be considered authorization to attend as compensated time. Reach agreement with your supervisor on use of: regular time, flex-time*, extra-time or overtime.
2. Supervisor with In-line Authority - Invitations directly from a Supervisor with in-line authority above your supervisor should be considered authorization to attend. If you wish to accept the invitation, immediately notify your immediate supervisor of:
 - a. of your desire to attend, and
 - b. of the impact of your attendance on completion of assigned duties, and to reach agreement on use of: regular time, flex-time*, extra-time, or overtime, as compensation for your attendance at the event.

Non-Supervisor Initiated – Special Event Invitations

Invitations by persons other than the immediate supervisor or in-line authority above your supervisor should not be considered authorization to attend on compensated time. If the event occurs during your regular working hours and you wish to attend, approach your supervisor for approval to flex time or use leave time. The Supervisor may, on a case-by-case basis, choose to invite you to attend the event on paid time, when attendance best promotes: creating a sense of community, promoting greater appreciation for the work of others, promoting thinking of the organization as a complete system, providing services, balancing workload, complying with Fair Labor Standards Act (FLSA) and delivering value to the taxpayers.

* See Employee Handbook, Part III, Section 2 Hours of Work and Work Schedule – Flexible Schedule

Meal Period

Employees who are scheduled six (6) hours per day may be scheduled a 30-minute duty-free unpaid meal period break, depending upon the immediate needs of the position and/or building. Employees who are scheduled more than six (6) hours per day will have a 30-minute duty-free meal period scheduled. When there is an operational or service advantage, Meal Periods may be scheduled for one hour rather than 30 minutes. One-hour Meal Periods shall be part of a regular work schedule for the affected position/employee, rather than an unplanned expectation.

The meal period breaks are to be taken as close as possible to the end of the fourth hour of work unless there is a service delivery advantage/necessity associated with the position that justifies meal period breaks at an alternative time.

Meal Periods shall be taken away from the employee's workspace unless the employee's work location prior to or after the Meal Period makes it unrealistic. Travel time on either side of the unpaid meal period break will be included in the 30-minute duty-free unpaid meal period break when that travel is not a necessary part of accomplishing the work of the position. The employee may leave the worksite during this unpaid time. District vehicles are not to be used to travel to and from meal period break locations. Employees will forego their meal period break time when taking such break may cause harm to students, staff, the community or District property; resulting work period modifications must be coordinated with the immediate supervisor.

All Drivers:

"Meal Period" language does not apply to any driving position.

Paid Breaks

Employees scheduled to work at least four (4) hours per work day shall receive one (1) fifteen (15) minute paid break. Employees scheduled to work at least eight (8) hours per work day shall receive two (2) fifteen (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor.

<u>Hours Worked:</u>	<u>Break(s) and Meal Period Scheduling:</u>
0 to 3.99 hours	0 minutes
At least 4.0 to 5.99 hours	15 minutes
At least 6.0 to 7.99 hours	15 minutes and 30 minute duty-free meal
At least 8.0 or more hours	(2) 15 minutes and 30 minute duty-free meal

The break(s) shall be scheduled near the middle of the pre and post meal work shifts unless there is a service delivery advantage/necessity associated with the position that justifies a paid break at an alternative time. These paid breaks shall be taken at the worksite and whenever practical, away from the employee's work space. When a supervisor determines an employee's ability to respond to job related safety and emergency needs would be hindered by taking their paid break outside their assigned work building, then the employee must take their paid break in their assigned work building.

Paid breaks and/or meal periods are not to be combined; paid breaks will not be scheduled at the beginning or end of a shift. Employees will forego their break time when taking such break may cause harm to students, staff, the community or District property; resulting work period modifications must be coordinated with the immediate supervisor.

If the duties of a position, not the individual supervisor or employee, are significantly compromised by paid break time, a description of the need to "regularly work up to 4 hours without scheduled paid break period" shall be identified in the Essential Functions section of the position job description. Inclusion of this Essential Function in the job description must meet common standards established by the Human

Resources Department.

All Drivers:

“Paid Break” language does not apply to any driving position.

Shift Breaks

Employees working two separate shifts in the same position, or two separate shifts in different positions, shall be paid for the transition time between shifts, unless the non-work time between the shifts is 20 minutes or more. When the time between shifts includes travel time that is a necessary part of position specific employment duties, the time spent traveling will be compensated, unless the total time between the shifts, less this necessary travel time, is 20 minutes or more. In the latter case, the time will be considered unpaid.

Timesheets or Other Form of Electronic Tracking of Hours Worked

The purpose of the automated time keeping system is to provide for accurate work time reporting and resulting payment of wages to (non-exempt) employees working at an hourly pay rate.

Timesheets or an electronic timesheet 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 timesheet and shall not punch in or out for any other employee. Employees 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 automated time keeping system is to be used to punch out and punch in upon return. To reduce the potential compromise of the purpose of an automated time keeping system, entering time from a non-work site locations is permitted only when:

- A. The logistics required of the work duties being performed do not permit the employee to perform the work at a site with direct access to the automated time keeping system, or
- B. In the rare event of emergency circumstances, make it both necessary and unavoidable. All practical efforts are to be exhausted first.

To reduce the potential compromise to the purpose of an automated time recording system adjusting entries shall be the exception. Adjusting entries are not to be used as a recurring method of recording work start and stop times. All adjusting entries must include a detailed description of the reason for the adjusting entry. Adjusting entries are to be made in the automated time keeping system no later than the start of the next work period to insure accuracy and avoid delays in payroll processing.

Timesheets are to be submitted by the employee to their immediate supervisor for approval no later than the start of the next work period. Supervisors are to submit approved timesheets to payroll no later than each Tuesday at 10:00 a.m. unless otherwise directed by the payroll department.

Emergency School Closings

- A. All 12-month employees are expected to report to work when school is closed due to situations beyond the control of the District, if at all possible. If it is not possible for an employee to report to work, they are required to notify their immediate supervisor and request use of available vacation, personal leave or as applicable, emergency leave.
- B. All **non**-12-month employees shall not report to work on days when the school to which they are assigned is closed due to situations beyond the control of the District. The only exception to this will be when timely delivery of critical services necessitates the employee working that day. Preauthorization by the Supervisor is required for this exception.
 - 1) In the event the day/time is made up, the employees shall be required to make up the days as scheduled by the District.
 - 2) In the event the day/time is not made up:

- i. the employees may request use of available personal leave or as applicable emergency leave from their immediate supervisor, or
 - ii. the employee may take the day as unpaid.
- 3) If employees have started at their regularly scheduled time and a public notification or personal notification of the school closure is made after that time, those employees will only be paid for the actual hours worked on such day, but no less than one (1) hour.

Inclement Weather Days

During the first and second inclement weather days, school will not be made up. Staff will report as follows:

- A. School Year Staff – do not report to the building. Submit leave time in Skyward if you wish to be paid. Leave time is not required, unpaid leave will be approved if requested.
- B. Year-Round Staff – if able, report to work. If unable to report, work with immediate supervisor to determine if work from home is an option. If unable to work in any capacity, submit leave time in Skyward. **Some positions are required to report to work on Inclement Weather Days. Supervisors will notify individuals to whom this requirement applies.*

For the third inclement weather day and beyond, the District Administrator will determine when the days will be made up and the expectations for staff. Staff will receive an email in the fall with the appropriate dates and work expectations for that school year.

Flexible Schedule

Flex time allows for the employee and employer to mutually agree to modifications in the regular work week schedule. When practical, requests for flexing of workweek schedules shall be made one (1) week in advance. Such modifications shall be a rare occurrence. The immediate supervisor shall have the authority to grant or deny the employee's request at his/her sole discretion.

When the requested flex time is for an interruption to the shift, as opposed to flexing the scheduled start/end of a shift or flex time added to an unpaid break period, then the amount of flex time must be no less than 20 minutes. This minimum flex time requirement is necessary because under FLSA, any amount of flex time less than 20 minutes must be considered compensated time rather than flex time.

Occasionally, unpredictable variability in workload and/or student/service delivery needs will require variance from scheduled work hours. Flexing schedules will not result in the employee exceeding their regularly scheduled weekly hours. Flexing schedules is not to be used in lieu of proper planning, organization, or prioritizing of work duties. Flex scheduling is not to be used as a substitution for available leave time. If a position, not the individual supervisor or employee, requires more than rare flexibility in the work schedule, a description of the necessary flexibility shall be included in the essential functions section of the position job description. Inclusion of flexible schedule in the job description must meet common standards established by the Human Resources Department.

Employees will not be allowed to flex work time between multiple work weeks. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime.

Call-In Pay

Employees called in to work hours outside of their regular work schedule that are not contiguous with their regular work schedule, except as noted below, shall be paid no less than one (1) hour pay. The employee will only receive the call-in pay if they are required to report to the work site to conduct the work; work that is able to be completed at home via telephone or email shall be paid at the actual amount of time

taken to conduct the work. The District may, at its discretion, require such employees to work the full one (1) hour period. Employees called in to open the building for a special event (e.g., use of school District facilities by an outside agency or for co-curricular events) will be paid for the time that the employee is required to be at the District. At the discretion of the District, call-in time may be considered flex time. As defined under the "Additional Hours and Overtime" section, overtime compensation rates may apply.

Attendance at Meetings

Employees required to attend meetings called or scheduled by the Employer shall be paid for all hours spent in attendance at such meetings. Employees shall be given reasonable advanced notice of such meetings.

Drivers - Extra Trips

- A. The Transportation Supervisor will determine the time for trips. *(note: all extra trip time will be paid at the extra rate and can be found in the Appendix)*
- B. Extra trips will be offered on the basis of a rotational system to all eligible Bus drivers. If all eligible bus drivers turn down the extra trip, the trip may be assigned by the Transportation Supervisor. Probationary bus drivers will be allowed on the trip rotation list after 20 working days as a bus driver.
- C. A customer may deselect up to two (2) bus drivers per activity trip. A bus driver who is deselected is not eligible for the requested activity trip.
- D. Bus drivers who have accepted an extra trip are responsible to drive the trip unless a sick or emergency leave reason develops. If the reason is not accepted by the Transportation Supervisor, a missed trip will result in a pass on all trip sheets for the next two extra trip rotations.
- E. Extra Trip Selection/Assignment: posting of trips and their assignment will be done by means uniformly accessible on an on-going basis.
- F. Bus drivers employed by a subcontractor may drive extracurricular trips if no regular Holmen bus driver accepts the assignment.
- G. The District reserves the right to modify extra trips to minimize overtime.
- H. Sub-paragraphs "B.", "E." shall not apply when a pre-qualified coach/advisor agrees to serve as the bus driver to transport the students that same person coaches/advises.

Normal Selection:

Extra trips will be selected each week. The order in which bus drivers will select extra trips will be defined by a list of all bus drivers maintained by the Transportation Supervisor. Trips will generally be posted the last day of the school week. Normal trip selection/assignment will be the first day of the school week (usually Monday) shortly after the conclusion of the morning routes. The bus driver immediately following the bus driver who last took or had the opportunity to take a trip will have first choice of trips listed with the process continuing until all trips are assigned. A bus driver will take a pass for reasons which include, but are not limited to: the bus driver does not select a trip, the bus driver is not eligible for any available extra trips; available extra trips conflict with previously selected extra trips; or the extra trip would place the bus driver in overtime.

If a trip is cancelled, the scheduled bus driver will receive an open box. If a bus driver is available and deselected for a trip, the bus driver will receive an open box if there is no other choice for an extra trip in that extra trip assignment roster category. The bus driver receiving the open box will be allowed to use the selection opportunity created by the open box to make trip selections consistent with "Extra Trip

Selection/Assignment” language. The normal selection process (top to bottom; left to right) will be used to fill open boxes each time trip selection/assignment events happen.

Absentee Selection:

If a bus driver cannot be at the normal trip selection/assignment time, yet would like to select extra trips, it will be his/her responsibility to recruit another bus driver to represent him/her at trip selection. Proxy selections by another bus driver are treated as though they are made by the bus driver for which the selection is made. It is the bus driver’s responsibility to pick up trip sheets and complete the information. A bus driver will be given a pass and will not be eligible for extra trips until his/her turn comes up again on the rotation list if that bus driver does not want a trip, or is not present/represented during trip selection time. The district is not responsible for actions taken by the proxy.

Late Extra Trip Posting/Assignment:

If the extra trip becomes available and/or is posted after the Friday preceding the week in which the trip is to occur, then the trip request will have been considered to have arrived after the time period that bus driver selection of extra trips has already been made. The Transportation Supervisor will ask bus drivers next on the list, until a bus driver selects the trip. In this circumstance, bus drivers unable to take the trip, will not receive a pass, however, the bus driver who takes the trip will have it count as their next trip on rotation, therefore, in the next rotation, their turn will be skipped.

If the extra trip becomes available and is posted on the Friday of the week preceding the extra trip, the trip will be considered to have been available before the time period that bus driver selection of extra trips has been made. The extra trip will be selected through the regular trip assignment process.

Overtime Selection Restriction:

Overtime will not be allowed unless it cannot be avoided. Bus drivers should work with the Transportation Supervisor to minimize the impact of overtime on any extra trip selection. Overtime selection restrictions do not apply in emergency situations.

Extra Trip Assignment:

Trips of less than one (1) hour occurring during normal route time will be selected by bus drivers available (will not interrupt route) for the trip. The time will be cumulative to two (2) hours and then count as a trip of two (2) hours.

Extra Trip Assignment Rosters:

There will be three assignment rosters as follows:

- A. Trips of an estimated duration of 5 hours or more.
- B. Trips of an estimated duration of 2 hours up to 5 hours.
- C. Trips of an estimated duration up to 2 hours.

Elapsed time from departure time to return time:

A double-run extra trip means the bus driver drops the riders off at their out-of-town destination, returns to the bus garage (off paid time/on-call), then returns to the bus garage and returns to the trip point to pick up students to return them to Holmen. Double runs will be determined by the Transportation Supervisor. The bus driver will be guaranteed a minimum of 3 hours which would include any on-call situations that might occur and pre and/or post trip time.

Summer School Extra Trips:

Bus drivers who are driving the regular Summer School routes will have the opportunity for extra trips similar to extra trips during the year.

Other bus drivers not driving Summer School will be asked if they are interested in driving an extra trip if

there are not enough regular Summer School drivers to take the trip. Selection will be based on a list of those requesting to be placed on the summer extra trip roster.

Compensable Time for Travel and Professional Development Conferences

Attendance at professional development conferences will be paid at your regularly scheduled rate for your regular scheduled hours for the position in which you are attending the conference. If hours at the conference surpass your regular scheduled work day, you will need to inform your supervisor and a review will be done to determine if compensation for the additional time is required.

For staff accompanying students on overnight trips, wages will be paid for all time spent supervising students. A minimum of 8 hours shall be provided for non-work time during the overnight hours, to ensure rest time.

You are compensated for your driving time to/from a conference. All traveled miles for a conference will be reimbursed at the current federal mileage rate when using your personal vehicle. Mileage will not be reimbursed when using a District vehicle.

Drug/Alcohol Testing

Employees required to take a drug/alcohol test will be reimbursed for the time it takes to be tested. This includes travel to the testing facility from the employee's worksite and back again. The following will apply:

- A. The mileage will be based on the distance established by the District from the employee's worksite to the testing facility and back again.
- B. If not already punched in, the employee will leave their worksite after punching in and proceed to the site of the test.
- C. At the conclusion of the test, the employee will return to their worksite and punch out.
- D. The employee could choose not to return to their worksite after the test. If the employee chooses this option, the employee must call their Supervisor before leaving the testing facility. At this time, the employee's pay will stop and the mileage will not be paid for a return trip to their worksite.
- E. It is the employee's responsibility to apply for mileage reimbursement according to the District policy. Mileage will not be paid if a District vehicle is used for travel to a drug/alcohol test.

Section 3 – Reductions in Force, Position, and Hours

Reasons for Staff Reduction

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

Reduction Notice

The District will give at least thirty (30) calendar days notice of reduction. The reduction notice shall specify the effective date of reduction, that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address, and that it will refer the employee to the Reduction in Force provision in this *Handbook*.

Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction 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 layoffs.
- B. Step Two - Volunteers: Volunteers will be reduced first. The District will seek volunteers from the employees within the job classification. The District will provide the volunteer(s) with a reduction

notice. An employee who volunteers to be reduced 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 job category are qualified to perform the remaining work. All provisions of the section of the handbook shall apply to volunteers.

C. Step Three - Selection For Reduction: The District shall select the employee in the affected job classification for reduction in hours.

1. Job classifications for the purpose of this section shall be defined as:

- a. Secretary /Accounting and/or Payroll Specialist
- b. Executive Assistant
- c. Educational Assistant
- d. Hearing Impaired Interpreter
- e. Custodian/Mechanic's Helper/Maintenance/Mechanic
- f. Head Custodian
- g. Technology Support Technician
- h. Cook
- i. Nutritional Team Leader
- j. Bus Driver

The District shall consider, but not be limited to, the following criteria for determining the employee for reduction:

- 1) Service Needs of the District: Will be those needs as identified and determined by the District to serve students, staff, and community;
- 2) Qualifications as established by the District: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, attendance, etc.;
- 3) Qualifications of the Remaining Employees in the affected job classification: Relevant qualifications will be those experiences and training that best relate to the position(s) maintained by the District. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
- 4) Length of Service of the Employee:
 - a) 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.
 - b) Tie Breaker on Length of Service: In the event of a tie, the employee with the greatest length of service shall be determined by the District.
 - c) Date of Hire: Date of hire information will be made easily accessible to employees.

Reduction in Hours

Employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined as length of service, paid leave, and vacation earned as an employee. Employees reduced in hours shall be treated as part-time employees under this *Handbook*. Any employee who is reduced in hours (partial reduction) may choose to be fully reduced.

Limited Term Reduction

Limited term position reductions will not be subject to: notification, reduction steps, or any other provision of the "Reduction in Force, Position and Hours" provision of Part III, Section 2.

Recall/Rehire Process Period

Reduced employees shall retain the option to be recalled for a period of two (2) years either after the employee's last day of work with the District or from the time the employee received the notification of

reduction, whichever is later.

Recall Procedure

All reduced employees shall have their names placed on a recall list. In the event a vacancy occurs or a new position is created while employees are on reduction, the District will fill the position utilizing the reassignment, vacancy, and/or transfer language contained in this *Handbook*. Employees on recall 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*.

Termination of Recall Options

Recall options shall end should an employee fail to apply or accept reassignment, for a position in the job classification, except as provided below. Casual or substitute work with the District during the recall period shall not extend the recall period.

Any and all recall rights granted to an employee on recall pursuant to this section shall terminate upon the earlier of (1) the expiration of such employee's recall rights period, or (2) such employee's failure to apply for, or accept within ten (10) days, as provided in this section, to a position equivalent in hours, to that from which the employee was reduced.

Insurance Benefits during Reduction

Please see COBRA benefits section for an explanation of insurance continuation options.

Accrued Benefits during Reduction

Reduced employees shall suffer no loss of sick leave, vacation or other accrued benefits when rehired. Sick leave days, vacation, and length of service time shall not accrue while an employee is on full reduction status.

Other Employment during Reduction

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

Section 4 – Assignments, Vacancies, and Transfers

Job Posting

Notice of new/vacant positions to be filled shall be posted for no fewer than ten (10) days. This notice shall be posted immediately after the District determines a job vacancy or a new position is to be filled. A copy of the notice shall be posted by the District. Such notice shall contain the date of posting, position title, work background requirements (if any), qualifications for the position, name and location of the school (if known), and the name of the person to whom the application is to be returned.

Internal and external vacancies may be posted simultaneously. For school year positions, job posting processes may be suspended or modified when vacancies occur after the July 1st immediately preceding the start of the school year in which the vacancy is to be filled.

The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.

Drivers Only: See "Selection Process" – "Annual Bidding for Routes"

Selection Process

Non-Drivers Only:

For the purposes of candidate selection, determining the “most qualified” person may include, but is not limited to: licensure, experience, length of service, attendance, contribution to program outcomes, demonstration of best practices, performance review history.

Probationary employees and employees with substandard evaluations may not apply for transfer, unless waived by the District Administrator and/or Designee.

The District Administrator will designate the Building Administrator or Program Supervisor who is responsible for selecting the “most qualified” applicant from all internal (including those currently eligible for recall) and external candidates. The “most qualified” person will be advanced to the District Administrator for recommended placement in the vacant position.

When following the selection process above, primary consideration should be given to employees eligible for recall and on Leave of Absence (LOA). No employee will be allowed a transfer when such transfer will prevent a recall based on qualifications or return of a person on LOA.

Applicants selected, regardless of their post-selection decision, may not request another transfer within a one-year period, unless waived by the District Administrator and/or designee. The start of the one-year period will be the date the employee is notified of their selection. This one year restriction upon transfers, will not apply when the employee adds hours or position(s) that do not require them to resign from part or all of a current position to accept the new position.

Bus Drivers Only: Annual Bidding for Routes

For All Routes:

- A. Routes may be altered or modified for efficiency or other good reason as determined by the Transportation Supervisor.

Annual Route Bidding:

- A. The annual route bid is prior to the start of the school year, usually in August.
- B. For purposes of route selection, estimated route times will be established by the Transportation Supervisor at least five (5) days prior to the annual route bid process.
- C. All routes will be considered vacant, posted, and available for selection during the ~~first~~ annual route bid.
- D. The first step in the annual route bid process will be to allow drivers to bid on their prior year route. A prior year route is defined as a route that serves the substantially equivalent students/neighborhoods as in the prior year.
- E. The second step in the annual route bid process will be to allow drivers not selecting their prior year route to bid on all remaining routes. Order of selection will start with the most senior, and proceed in order to the least senior, individual qualified for the position. Drivers will not be allowed to bid on routes for which they are not qualified (i.e. Special Education Driver).

School Year Vacancies:

- A. If the District determines vacant routes exist prior to January 1, the vacant routes may be filled by an external candidate. The vacant routes will then be placed on the subsequent annual route bid (step “d” of the “Annual Route Bidding” will not apply).
- B. If the District determines vacant routes exist after January 1, the vacant routes may be filled by a limited term employee.
- C. When following the “School Year Vacancies” process, primary consideration should be given to employees eligible for recall and on Leave of Absence (LOA). No vacancy will be filled when such action will prevent a recall based on qualifications or return of a person on LOA.

Reassignment

When the District identifies student needs that support a more specific or timely change in staff assignments than can be accomplished through the Selection Process, then the District Administrator may forgo the selection process and authorize reassignment of staff. Examples of reassignment rather than selection process may include, but are not limited to: recall, vacancies determined after the July 1st immediately preceding the start of the school year in which the vacancy is to be filled, changes in student population needing IEP based services, district eligibility for grant or other fiscal resources contingent upon staffing patterns, no external qualified candidate is available to fill a vacancy.

No employee will be reassigned 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 reassignment. An employee who is reassigned shall suffer no loss of wages, hours, or other fringe benefit as a result of such reassignment. If an employee reassignment should inadvertently result in a loss of wages, hours or other fringe benefit, the employee may contest the reassignment as discipline under the discipline section of this *Handbook*.

Assignment of Additional Hours

Hours added under this section will result in an amendment to an employee's "Letter of Appointment."

Additional Time:

When the District determines there is a need for additional time to an existing position in a building/program and additional time is up to five (5) hours per work week or up to an additional 20% of the employees assignment in the prior 52 week period:

- A. These hours need not be posted, but may be offered to the employee selected by the District. Should no employee accept the offer of additional time, the District will proceed with "Reassignment" as necessary, or proceed with the posting process.

Limited Term Positions

Limited Term Positions will not be issued a "Letter of Appointment" and therefore will not be eligible for fringe or leave benefits. Limited term employees are hired for positions which are temporary and for which the individual will not attain permanent status.

Limited Term Positions shall be placed on Step 0 on the Wage Schedule for the corresponding limited term position unless he/she currently holds a permanent position in the same classification, in which case he/she will receive his/her current rate of pay for same classification.

For an employee in a Limited Term position to be eligible for step advancement on the wage schedule, as described by the language in Part III, Section 6, "Step Movement after First Year of Employment", the following criteria must be met:

- a. Be employed in a van driving or transportation educational assistant position, *OR*,
- b. Be employed in any other Limited Term position for 120 or more days in the same classification within the fiscal year.

Limited Term positions will be posted and/or filled at the discretion of the District Administrator and/or his/her designee.

No employee will be selected for a limited term position if: it will interfere with their regular assignment; or it would place them into overtime at any given time.

“Reductions in Force, Position and Hours” provisions do not apply to Limited Term Positions. Limited term positions shall include, but not be limited to: van driving, transportation educational assistant, summer bus cleaning, seasonal custodial, summer bus driving, co-curricular, extra trips, summer school, etc.

Employee Absence and Substitutes

Education Assistants and Building Administrative Assistant:

When an education assistant or building administrative assistant is to be absent from work, it is the responsibility of the employee to input their absence into Frontline and Skyward.

Absences can be reported to Frontline 24 hours a day. You must report your absence before 6:30 a.m. for the High School or Middle School and before 7:30 a.m. for all elementary buildings.

- A. If you cannot report your absence to Frontline before the cutoff time, you must call the building office to report your absence.
- B. All absences must also be entered into Skyward (Time Off). Some leave time requires prior approval by your immediate supervisor. Please ensure you are submitting requests for time off as required.

All other hourly employees:

All absences must be entered into Employee Access for approval by your immediate supervisor. All unpaid leave should also follow the Unpaid Leave Approval Process, found in this handbook.

- A. custodians are to notify the absence to the assigned Head Custodian.
- B. all other employees are to report the absence to their immediate supervisor and/or designee.

Section 5 – Paid Vacation

Eligibility and Use

All vacation will be allocated on July 1 of every year.

Time worked beyond those set forth in the letter of appointment shall not be used to determine vacation leave allocation amount. Such excluded time may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc.

Vacation time may be taken in full days, or in shorter increments not less than one hour as arranged with the immediate supervisor.

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 Fiscal Years Worked	Vacation Days Allocated
Initial Year of Hire	Pro-rated up to 10 days*
First - Third Full years	10 days
Fourth – Ninth Full years	12 days
Tenth – Twelfth Full years	17 days
Thirteenth Full year and beyond	20 days

Employees in their first year of service receive a pro-rated allocation of vacation based upon the number of months worked between their hire date and the following July 1. The employee must have a minimum of 10 regularly scheduled paid days in that month, for the month to be counted in determining the pro-rated allocation amount. For example, an employee hired on October 1, 2022 would be allocated nine-twelfths (9/12) of the employee's vacation allotment at the time of hire. This would entitle the employee to 9/12* 10 days on the date of hire or 7.50 days. The employee under this example would be entitled to ten (10) days of vacation on July 1, 2023. This provision is not retroactive.

Employees who transfer to a position where they will become eligible to earn vacation will be allocated vacation based upon their initial hire date in the District. If an employee transfers mid-year, he/she would still be subject to a pro-rated allocation in their first year in the new position.

Example: Jane Doe is hired as a school year educational assistant on September 1, 2005. Jane transfers to a year-round administrative assistant position on July 1, 2020. Jane would earn 20 days of vacation when she transfers to the administrative assistant position on July 1, 2020.

Scheduling of Vacation

Vacation time may be taken in full days, or in shorter increments 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 shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives.

Vacation Accumulation

An employee may carry over a total of five (5) vacation days from the prior year to the next year's vacation amount. Vacation days, in excess of the days carried over shall be forfeited. A number of days equal to the number of carryover days must be used by the following December 31, or the difference between the used days and carryover days shall be forfeited.

Adjustments 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 where;

- A. Employee used more allocated vacation leave than earned, a sum equal to the vacation days not earned would be deducted from the remaining pay. Deductions will be based on a proration of the annual allocated vacation leave earned per month of employment, based upon the most recent letter of appointment issued, or;
- B. Employee did not use all available earned vacation; compensation for any unused earned 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.

Loyalty Day

An employee shall be allowed one (1) Loyalty Day per year after the employee's 15th year. A Loyalty Day is defined as the number of hours that an individual works each day. Loyalty Days will not accrue. Requests for the Loyalty Day will be made two (2) working days prior to the commencement of such leave. The Loyalty Day may not be used the first five (5) days of school and/or the last five (5) days of school except at the discretion of the Supervisor.

Vacation Accumulated But Not Allocated as of June 30, 2012

Transition Process

All hourly pay employees eligible for vacation as of 6/30/12 will receive a separate one time "Vacation Accumulation Reconciliation" allocation of paid leave days. The number of hour/days of "Vacation Accumulation Reconciliation" hours/days will be calculated as though the person's last day of employment with the District is 6/30/12. This calculation will serve the purpose of determining the number of accumulated but not yet allocated vacation hours/days the employee is due as of 6/30/12.

The determined number of hours/days shall be deposited into a "Vacation Accumulation Reconciliation" paid leave account for the employee.

"Vacation Accumulation Reconciliation" paid leave time shall only be eligible for use these instances:

1. At the time of separation of employment with the district the employee will be allowed to use the days to extend the originally planned separation date by the number of hours/days of paid leave available.
2. At the time of separation of employment with the District the employee will be allowed to use the days to take paid leave hours/days immediately prior to their separation date.
3. At the time of separation of employment with the District, the employee will be allowed to take paid leave hours/days as one lump amount on the final paycheck. This will be the default application of the paid leave if the employee makes no clear request on how the days shall be applied.
4. Should the employee, during the course of active employment with the District, have need for leave from employment, the employee may access the paid leave hour/days in their Vacation Accumulation Reconciliation account if such leave is FMLA leave, and the employee has exhausted all other paid leave types available.

6/30/12 Transition Language on Carryover

Transition Process:

All hourly pay employees having vacation carryover hours/days on 6/30/12, not exceeding the allowable carryover limits, will be allowed to carry those days forward for use until 12/1/12. All carryover days must be used by 12/1/12 or the difference between the used days and carryover days shall be forfeited.

Section 6 – Wage Compensation and Expenses

Wage Schedule

The basic salaries of employees covered by this *Handbook* are set forth in Appendix "Hourly" Wage Schedule which is attached to and incorporated in this *Handbook*.

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 31, who have provided satisfactory service as determined by the District, will advance to the next step the ensuing fiscal year on July 1, provided funds are available as determined by the District. Employees who begin employment after January 1 will remain on the same step for the ensuing fiscal year, provided funds are available as determined by the District. An employee may be held to the previous year's step for less than satisfactory performance.

Out-of-Classification Pay

Any employee who substitutes for another employee shall be paid at the substitute rate of pay unless his/her own rate of pay is higher, in which case he/she will receive his/her own rate of pay. If an employee substitutes in a position in a classification with a higher rate of pay for ten (10) consecutive work days, he/she shall receive the pay at the lowest step of that classification (provided it is higher than the employee's regular rate of pay) retroactive to the first day of substituting.

Over/Under Payment of Wages

The current hourly wage rate will be provided on an on-going basis to employees through the Human Resources Employee Database. It is the employee's responsibility to make sure they are being paid at the correct wage rate for the work performed.

When an error is discovered in paid wages due to an inaccurate wage rate resulting in the employee being overpaid or underpaid the following actions will apply:

- Overpayment in past fiscal year - If a verified overpayment occurred in a fiscal year that has already concluded (June 30) no corrective action will be taken for the completed contract period. The wage rate will be verified and corrected for the current fiscal year.
- Overpayment current contract period - If the District becomes aware of a verified overpayment within a fiscal year not concluded, corrective action will be taken to recover the overpayment. Corrective actions include, but are not limited to:
 - Correcting the hourly wage rate for any remaining portion of the current fiscal year, and
 - All overpayment amounts will be recovered by the District by reducing the employee's future wages and/or the employee reimbursing the District for the net overpaid wage amount. If overpayment is received through payroll deduction, the deductions shall not reduce the employees "disposable earnings" to less than 80%. In the event the employee separates employment from the District, full recovery will be made from the last paycheck.
- Underpayment - If the District becomes aware of a verified underpayment amount within two (2) years of the event of underpayment, the District will on a timely basis make payment to correct for any underpaid amount.

Step Placement upon Transfer

An employee who is voluntarily or involuntarily transferred shall retain her/his step placement.

Uniforms, Protective Clothing and Tools

A. Uniforms:

1. All employees of the District may, at the discretion of the District, be required to wear a District approved uniform while on the job. The uniforms may consist of a combination of jackets, hats, gloves, work shirts, work pants, work shorts and sweatshirts. The District shall furnish new uniforms on a schedule established by the District.
2. All employees shall be required to clean and maintain their work shirts and work pants.
3. The District shall determine a supplier of uniforms and place the order directly, or at the discretion of the District may allow employees to place their respective orders through this supplier.
4. The style, color, and type of fabric of said uniforms shall be determined by the District.
5. In lieu of the above, custodial maintenance employees may be reimbursed up to \$20 per approved pair of pants with a maximum of two pair per fiscal year. Reimbursement for pants will be a taxable fringe benefit as the pants are adaptable to general usage as ordinary clothing. Should an employee not require new shirts, they may be reimbursed up to two (2) additional pairs of pants per fiscal year, to a maximum of four (4) total pairs of pants reimbursed in one fiscal year.

6. Employees may not wear District issued attire outside normal working hours in an environment or capacity in which the employee is not representing the School District of Holmen. Exceptions may include, but are not limited to, travel to and from the workplace, meal breaks, medical appointments, brief personal errands or other situations deemed reasonable by the Supervisor.
7. Employees terminating employment shall return all District issued uniforms, outerwear and ID badge prior to the District issuing their final payroll distribution. In the event any item(s) are not returned, the District shall withhold the costs associated with the loss and/or replacement of these items from their final payroll distribution.

B. Personal Protective Equipment: The District shall furnish proper safety devices required by state and/or federal regulations for all work, and employees shall wear and/or use all such equipment furnished by the District.

C. Tools: After one full year of employment, each mechanic will be allowed up to \$400 per fiscal year for reimbursement on new or replacement tools purchased that have a business connection to the School District of Holmen. Reimbursements will only be for appropriate tools as pre-approved by the Supervisor of Transportation. Unused reimbursement allowance shall not carry over to future fiscal years. The IDI for reimbursement must be completed no later than June 1st of the current fiscal year and within 60 days of the purchased date as documented by the receipt of purchase and details the specific tool/s purchased. The District will reimburse the actual cost not to exceed \$400 per fiscal year. As long as the employee continues in a District mechanic position, tools that have been reimbursed must be used exclusively for service to the District. To be eligible to receive the tool reimbursement, a mechanic must maintain and provide the District with an accurate and current written inventory list of his/her tools and clearly and permanently mark all tools for inventory identification.

Expenses

Employees required, or approved, by the District to attend conferences, seminars, and off-campus in-service training sessions shall receive reimbursement for travel, meals*, lodging, and registration when prior approval has been received. Normally required mileage associated with the employee's assigned position will be addressed in Employee Handbook: Part I Section 7 Mileage Reimbursement.

The District reimbursement shall be consistent with Board Policy 4440 – Job Related Expenses.

*Extra trip drivers are eligible for meal reimbursement when a single trip exceeds eight (8) hours. Reimbursement will be charged to the co-curricular account associated with the trip.

Substitutes for Teachers

Education Assistants, with teacher licensure, assigned to substitute for an absent teacher for one half day or more will be paid at the substitute teacher rate (including consecutive days pay rate adjustments), in lieu of their regular pay rate for time spent substituting for a teacher during the teacher's absence. By definition, Education Assistants who do not hold teaching or substitute certificates are not qualified teachers and shall not be 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 Education Assistants from being assigned to student(s) supervision responsibilities, for example, monitoring a study hall.

Extra Duty Pay

Extra duty pay will be compensated based on the amount of time worked, using an hourly rate of pay. Paid advisors/coaches shall not be eligible for extra duty pay at an event related to their advisor/coach position. It will be the responsibility of the employee to find a replacement if the employee cannot be

available for a shift they are signed up to work.

Extra Duty Assignment	Pay Rate
Chaperone	\$13 per hour
Crowd Control	\$13 per hour
Ticket Taker	\$13 per hour
Event Manager	\$15 per hour
Clock-timer	\$15 per hour
Scorekeeper/Book	\$15 per hour
Chains	\$15 per hour
Public Announcer	\$15 per hour
Camera/Video	\$15 per hour
Statistician	\$15 per hour

Section 7 – Job Related Training and Licensure

In-Service Training

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

License Renewal Reimbursement for Special Education Assistants and Drivers

Educational Assistants: An educational assistant or hearing-impaired interpreter whose assignment requires certification will have the cost of the license paid by the District.

Drivers: A driver whose assignment requires a CDL license will have costs of the required licensing renewal paid by the District, to a maximum of one test reimbursement per renewal period. CDL-required physical and TB testing shall be completed at the predetermined District selected facilities. Should the employee select a provider outside of the list provided by the District, the employee will be responsible to pay for all charges. Renewal will be issued after the driver has driven 20 regular route shifts or 20 extra trips.

The DMV written exam and behind-the-wheel testing cost shall not be eligible for reimbursement at the time of initial employment.

Section 8 – Resignation from Employment

Notice of Termination of Employment

Employees will give written notice of termination of employment, as soon as possible, but at least ten (10) regularly scheduled working days prior to the effective date of resignation. For school-year employees who do not intend to return the following school year, resignation must be received no later than July 1 prior to the start of the upcoming school year. Under extenuating circumstances, the District Administrator may waive such notice.

If an employee has overused the holiday, sick, personal 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.

Dental Insurance

The Board shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

A. Eligibility.

1. Minimum Hours for Eligibility: To be eligible for dental insurance, the most current letter(s) of appointment must identify a total of 1,520 hours or more per year. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Hours worked that may be excluded from eligibility determination include, but are not limited to: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.
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. (Example: an employee with no spouse in District is required to pay 20% of premium, then an employee with a spouse employed by the District will be required to pay no more or less than 20% of the premium.)
3. Limited Term: Employment in a limited term position and limited term hours are not counted towards eligibility for dental insurance.

B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment. If the employee fails to enroll at initial employment when they are eligible for coverage, then in order to enroll, the employee must have a qualifying event and meet the criteria or wait for the next open enrollment period. Late enrollment will be subject to conditions of the insurance carrier. When employment begins after the first scheduled work day of the school calendar, the District will begin premium contributions (without proration) from that point forward, consistent with employees who started on the first scheduled work day of the school calendar. The insurance benefits described in this *Handbook* and in the individual letter of appointment terminate according to the following schedule:

1. Twelve-month Employees: If an employee resigns or is terminated, his/her insurance benefits shall terminate at the end of the month the resignation or termination becomes effective.
2. School-year Employees: If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

C. Premium Contributions:

1. For employees who are eligible for and select coverage, the District shall pay 80% of the premium
2. Employees shall be responsible for the remaining portion of the premium.

Health Insurance

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

A. Eligibility

1. Minimum Hours for Eligibility: To be eligible for health insurance, the most current letter(s) of appointment must identify a total of 750 hours or more per year. Hours worked beyond those set forth in the letter of appointment 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 appointment 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: (1) two single plans; or (2) one family plan and one Alternate Benefit Plan (ABP). 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.
 3. **Limited Term:**
 - a. Employment in a limited term position and limited term hours-are not counted towards eligibility for health insurance.
- B. **Commencement and Termination of Benefits:** Coverage will commence on the employee's first day of eligible employment. If the employee fails to enroll at initial employment when they are eligible for coverage, and that employee is not participating in the Alternative Benefit Plan, in order to enroll the employee must have a qualifying event and meet the criteria or wait for the next open enrollment period. Late enrollment will be subject to conditions of the insurance carrier. The insurance benefits described in this *Handbook* and on the individual letter of appointment shall cease at the end of the month the employee's resignation or termination becomes effective.
- C. **Premium Contributions:**
1. The District shall pay the following amounts for health insurance premiums:
 - a. 85 percent of the lowest cost plan's single or family premium for employees whose appointment (s) is (are) 1,950 or more hours per year.
 - b. 70 percent of the District contribution toward the lowest cost plan's family premium (or 59.5 percent of the lowest cost plan's premium), or the full District contribution toward the single premium (85 percent of the premium) for employees whose appointment(s) is between 1,350 and 1,949 hours per year.
 - c. The full District contribution toward the single premium (85 percent of the lowest cost plan's premium) for employees whose appointment(s) is between 750 and 1,350 hours per year.
 - d. Employees will have their insurance deductions adjusted to allow for the full year's premium to be deducted in equal amounts from the first two wage payments each month.

Section 10 – Post-Employment Benefits

Post-Employment Benefits

For purposes of this "Post-Employment Benefits" section, should an employee pass away during active employment or after retirement, but before the full benefit has been received, and meet all other eligibility criteria for retirement, the spouse/domestic partner* or qualifying dependents will remain eligible for retirement benefits.

**Domestic Partners shall be eligible for benefits under an employee's District post-employment insurance plan only if allowed by state and federal law at the time of the employee's death.*

1. **For Non- Bus Drivers**

Upon termination, except for dismissal for cause, an employee who is at least 55 years of age shall receive the following for each accumulated paid leave hour:

<u>Years of continuous service</u>	<u>Payout</u>
After fifteen (15) years	\$ 5.00 per hour
After twenty (20) years	\$ 7.50 per hour

After twenty-five (25) years

\$10.00 per hour

If the amount owed to the employee is \$1,500 or less, the employee will be paid cash on the September 15 following retirement. If the amount owed to the employee is greater than \$1,500, the employee will be paid cash in two equal payments on September 15 of each of the years following retirement.

2. For Bus Drivers

Upon termination without regard to age, except for dismissal for cause, shall receive the following for each accumulated paid leave hour:

Years of continuous service

After six (6) years

After ten (10) years

After fourteen (14) years

Payout

\$ 5.00 per hour

\$ 7.50 per hour

\$10.00 per hour

If the amount owed to the employee is \$1,500 or less, the employee will be paid cash on the September 15 following retirement. If the amount owed to the employee is greater than \$1,500, the employee will be paid cash in two equal payments on September 15 of each of the years following retirement.

3. If the retired employee dies prior to using all of the cash available within his/her account, the remaining money will be sent to the employee's estate.

School District of Holmen



Employee Handbook

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

**Applicable to: Administrator, Director, and Assistant Director positions*

Created June 2012

Section 1 – Discipline, Termination, and Nonrenewal

Standard for Nonrenewal for Administrators

Administrators employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.24, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of section 118.24, Wis. Stats. and is not covered by the grievance procedure under this *Handbook*. The nonrenewal of an administrator is not a termination under section 1.02 below.

Standard for Discipline and Termination

An administrator 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 administrator 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.

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.

Section 2 – Job Responsibilities

Professional Level of Competence

Administrators/Directors shall perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board which now exist or which may be hereinafter enacted by the Board. The Board shall furnish administrators/supervisors with a written copy of all rules, regulations and policies now in effect or becoming effective during the term of the administrator's/supervisor's contract.

Devotion of Full-time to Job

Except as is otherwise provided in the administrator/director's individual contract, administrators/directors shall devote full time to the duties and responsibilities normally expected of the administrator/director's position. Administrators/Directors shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the Administrator/Director's duties and responsibilities.

Administrator License or Certificate

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

Determination of Assignment

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

Section 3 – Work Schedules

Work Schedules for Administrative/Directory Staff

Administrative/Directory staff work schedules are set by their immediate supervisor with the professional duties of each administrator/director taken into account in the setting of the work schedule. Each administrator/director's work schedule will be aligned with the days and term of employment specified in the administrator/director's individual contract. Administrator/directors are generally expected to work a minimum of eight-hour duty days.

Section 4 – Professional Growth

Requirement to Remain Current and Professional Reimbursement

All administrators/directors shall engage in independent and active efforts to maintain high standards of individual excellence. Administrators/directors are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national associations; seminars, workshops and courses offered by institutions of higher learning, and other formal and informal professional development activities. Administrators seeking reimbursement for graduate course work, must: have District Administrator approval of the course *prior* to enrollment, provide evidence of personal payment of tuition, and provide evidence of successful completion of the course (transcript or course grade report). Participation shall be in accordance with Board rules, policies and statutory requirements. Necessary expenses will be paid for these meetings as provided by Board policy.

Section 5 – Professional Compensation

Base Salary

Each administrators/director base salary shall be in accordance with the terms of his or her individual contract.

Professional Compensation beyond Base Salary

Base compensation may be adjusted to reflect academic degrees, certifications, and/or professional training. Per the individual contract, each administrator/director may be compensated in addition to their base salary, in the following ways:

- A. Professional Growth Stipend: In consideration of professional growth, the Board will pay the administrator/director a recurring annual stipend in addition to his/her semi-monthly base salary payment. The stipend will be effective on July 1, following evidence of completed professional growth.

Annual Stipends:

- Bachelor's Degree (director only): \$1,000
- Master's Degree (director only): \$2,000
- Specialist Degree (administrators only): \$1,000
- Doctorate Degree (administrators only): \$2,000
- National Certification (related to position): \$2,000

The administrator/director shall receive a stipend for no more than one degree. National certification must be pre-approved by the District Administrator.

To qualify for the stipend, an administrator/director must earn the professional growth degree and/or certification(s) while employed in a leadership position within the District.

- B. Value Recognition: The administrator/supervisor shall receive a recurring additional three (3) percent to his/her base salary after ten (10) years in a School District of Holmen leadership position. The annual value recognition payments will be applied on July 1, following the year in which you achieve the 10th year. Annual value recognition payments will be added to the semi-monthly base salary payments.
- C. HRA Contribution (Administrators Only): For any administrator hired after 7/1/2005, the Board will provide a \$2,500 contribution per year to a health retirement account (HRA) which would become the employee's account after 10 years in a leadership position in the District. Any administrator not completing the 10 years of service requirement will forfeit the benefit.

Due to hardship, that could include but is not limited to health or family concerns, the administrator can request of the School Board, through the District Administrator, that benefits be payable at 100% before completing ten (10) years of service in the District. Hardship requests are approved at the discretion of the School Board. In hardship cases the \$2,500 contribution per year will reflect the actual years in a leadership position rather than the full 10 years.

- D. Professional Dues (Administrators Only): The Board shall pay for the Administrator membership fees for local, state and national organization of the School District Administrators each year.
- E. Tax Sheltered Annuity: The Board will contribute to a Board-approved tax-sheltered annuity plan of the employee's choice:

1. Administrator - \$2,000 annually
2. Director - \$1,000 annually

Contributions will be made via payroll twice monthly. Contributions will be prorated for employees contracted for less than 12 months.

- F. Other Compensation: Per the individual contract, any other professional compensation as approved by the Board.

Over/Under Payment of Wages

It is the employee's responsibility to make sure their contract is accurate. When an error is discovered in an Administrator or Director's contract resulting in the employee being over or underpaid the following actions will apply:

- Overpayment past contract period(s) - If a verified overpayment occurred in a contract period that has already concluded (June 30) no corrective action will be taken for the completed contract period. Contract amount(s) will be corrected for future contract periods.
- Overpayment current contract period - If the District becomes aware of a verified over payment within a contract period not concluded, corrective action will be taken to recover the overpayment. Corrective actions include, but are not limited to:
 - Correcting the contract amount(s) for any remaining portion of the current contract period and future contract periods, and
 - All overpayment amounts will be recovered by the District by reducing the employee's future wages and/or the employee reimbursing the District for the net overpaid wage amount. If overpayment is received through payroll deduction, the deductions shall not reduce the employees "disposable earnings" to less than 80%. In the event the employee separates employment from the District, full recovery will be made from the last paycheck
- Underpayment - If the District becomes aware of a verified underpayment amount within two (2) years of the event of underpayment, the District will on a timely basis make payment to correct for any underpaid amount.

Vacation

Paid Vacation will be provided to administrators/directors according to the following schedule:

<u>Directors</u>	
First Year	Pro-rated up to 20 days
First full year through Tenth full years of service	20 days
Eleventh full year of service and beyond	25 days
<u>12 month Administrators</u>	
First Year	Pro-rated up to 25 days
First full year through Tenth full years of service	25 days
Eleventh full year of service and beyond	30 days

Employees in their first year of service receive a pro-rated allocation of vacation based upon the number of months worked between their hire date and the following July 1. For example, an employee hired in October 1, 2017 would be allocated nine-twelfths (9/12) of the employee's vacation allotment at the time of hire. This would entitle the employee to $9/12 * 20$ days on the date of hire or 15 days (example based upon Supervisor vacation). The employee under this example would be entitled to twenty (20) days of vacation on July 1, 2018. This provision is not retroactive.

Vacation time may be taken in increments no less than two hours as approved by the immediate supervisor.

Up to 5 carry-over days from previous year will be allowed. Carry-over days must be used by December 31 of the following year. The Board will pay per diem rate for up to ten (10) days of unused vacation, based upon the Administrator's inability because of job responsibilities, to be able to use the vacation time. Per diem rate shall be the annual salary amount for the individual's contract year divided by 260 (less if the individual's contract is less than 260 days), all as identified in the individual employment contract. Per diem rates shall not include any form of supplemental employment. Nor shall per diem rate include any wage enhancement that is a one-time occurrence, has a predetermined expiration, or is subject to expiration or requires renewal.

Section 6 - Insurances

Dental Insurance

The Board shall provide dental insurance to eligible administrators/supervisors. Each administrator's/director's eligibility for dental insurance shall be noted in the administrator's/director's individual contract. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

A. Eligibility.

1. Minimum Hours for Any District Contribution: An employee whose individual contract has an assignment of at least fifty percent (50%) of a full-time equivalent teacher contract is eligible to participate in the District's dental insurance. Full-time equivalency is defined as working a number of hours per year no less than a teacher working the "Normal Hours of Work" for a full school calendar year ("Normal Hours of Work" is defined under Part II, Section 2). Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Hours worked that may be excluded from eligibility determination include, but are not limited to: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.
2. Pro-ration of District Contributions: An employee whose individual contract falls below a full-

time equivalent teacher contract, shall have the District's contribution prorated, consistent with the teacher's proration methodology (see Part II, Section 7).

3. 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. (Example: an employee with no spouse in District is required to pay 20% of premium, then an employee with a spouse employed by the District will be required to pay no more or less than 20% of the premium.)
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. If the employee fails to enroll at initial employment when they are eligible for coverage, then in order to enroll, the employee must have a qualifying event and meet the criteria or wait for the next open enrollment period. Late enrollment will be subject to conditions of the insurance carrier. When employment begins after the first scheduled work day of the school calendar, the District will begin premium contributions (without proration) from that point forward, consistent with employees who started on the first scheduled work day of the school calendar. The insurance benefits described in this *Handbook* and in the individual contract terminate according to the following schedule:
 1. If an employee resigns or is terminated during the term of his/her individual contract, his/her insurance benefits shall terminate at the end of the month the resignation or termination becomes effective.
 2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.
- C. Premium Contributions:
 1. For full-time equivalency employees (as described above) who are eligible for and select coverage, the District shall pay 80% of the premium.
 2. For less than full-time equivalency employees who are eligible and select coverage, the District 80% contribution shall be adjusted as defined by the "Pro-ration of District Contributions" above.
 3. Employees shall be responsible for the remaining portion of the premium.

Health Insurance

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

- A. Eligibility
 1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent (50%) of a full-time equivalent teacher contract is eligible to participate in the District's health insurance. Full-time equivalency is defined as working a number of hours per year no less than a teacher working the "Normal Hours of Work" for a full school calendar year ("Normal Hours of Work" is defined under Part II, Section 2). Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Hours worked that may be excluded from eligibility determination include, but are not limited to: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.
 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: (1) two single plans; or (2) one family plan and one Alternate Benefit Plan (ABP). 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.
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. If the employee fails to enroll at initial employment when they are eligible for

coverage, and that employee is not participating in the Alternative Benefit Plan, in order to enroll the employee must have a qualifying event and meet the criteria or wait for the next open enrollment period. Late enrollment will be subject to conditions of the insurance carrier. If an employee resigns or is terminated during the term of his/her individual contract, his/her insurance benefits shall terminate at the end of the month the resignation or termination becomes effective.

C. Premium Contributions:

1. For full-time equivalency (1.00 FTE) employees who are eligible for and select coverage, the District shall pay 85% of the lowest cost plan's premium.
2. For less than full-time equivalency employees who are eligible and select coverage, the District shall pay either:
 - a. 85% of the lowest cost single health insurance plan, or
 - b. a prorated portion of 85% of the lowest cost family health insurance plan, with the proration being consistent with the employee's percentage of employment. (example – the District would contribute 63.75% of the family premium for a .75 FTE employee base on $85\% \times 75\%$ equaling 63.75%.)
3. Employees shall be responsible for the remaining portion of the premium.

Section 7 – Post-Employment Benefits

Post-Employment Benefits

Notification Deadline:

For purposes of this entire section (Part IV, Section 7, Post-Employment Benefits), all Administrators and Directors who wish to be considered for the benefits here within, must submit an official notice of retirement to their immediate supervisor no later than-four (4) months prior to their last day of work. Example: last day of work June 30, employee must submit notice no later than the last day of February. Eligible Administrators and Directors terminated for cause shall not be eligible for any benefit or incentive.

Hardship Eligibility:

In the event that an employee terminates employment prior to meeting the eligibility requirements for the benefits described in this section due to a disability that qualifies the employee for benefits under the District's long-term disability plan, the benefits described in this entire section (Part IV, Section 7, Post-Employment Benefits) will vest upon the termination of employee's employment as if the employee had met the eligibility requirements for the individual benefits at the time of employee's termination.

ALL ADMINISTRATORS

General Eligibility:

An administrator is eligible to receive a Post-Employment Benefit as described by this section upon the administrator's termination of employment (including retirement, involuntary termination without cause, and voluntary termination) with the District if, at the time of termination, the administrator is at least fifty-five (55) years of age and has obtained a minimum of ten (10) years of in-district educational administrative experience plus other educational experience where total in-district educational administrative experience and other educational experience equals at least eighteen (18) years.

Unused Paid Leave Pay-Out:

Amount - Upon an eligible administrator's termination of employment with the District, the administrator's accrued Paid Leave will be contributed to a Tax-Sheltered Annuity (TSA) account in the manner and amount outlined below. Eligible administrators terminated for cause shall not be eligible for the Post-Employment Benefit.

A terminating administrator shall receive a Post-Employment Benefit equal to a portion of unused Paid Leave according to the following schedule:

Days 0-60 are paid at 25% of daily per diem
Days 61-100 are paid at 50% of daily per diem
Days 101-140 are paid at 75% of daily per diem
Days 141+ are paid at 100% of daily per diem

Per diem rate shall be the annual salary amount for the individual's contract year divided by 260 (less if the individual's contract is less than 260 days), all as identified in the individual employment contract. Per diem rates shall not include any form of supplemental employment. Nor shall per diem rate include any wage enhancement that is a one-time occurrence, has a predetermined expiration, or is subject to expiration or requires renewal.

Distribution - When the total Post-Employment Benefit due to the employee is less than \$2,000, the contribution shall be paid as a lump-sum taxable payment directly to the eligible administrator, subject to all applicable taxes and adjustments to employee wages. The employer contribution shall be made by the next regularly scheduled payroll date following the date of the eligible administrator's termination of employment.

When the Post-Employment Benefit is equal to or greater than \$2,000, the District shall deposit the contribution amount to the eligible administrator's District-approved TSA account. This non-elective contribution to the TSA account shall be made no later than 60 days after the date of retirement unless the total contribution would exceed IRS Section 415 annual contribution limits. In the case of accrued contributions in excess of the IRS Section 415 limit, the excess amount will be deferred to the next tax year and shall be made, up to the maximum IRS Section 415 contribution limits, in the same month of as the initial payment, each following year, until the total Post-Retirement Benefit is paid, subject to IRS rules regarding the timing of post-employment benefit payments.

Benefits Upon Death - For purposes of the benefits described in this section, if an employee dies during active employment with the District at a time when the employee has met all eligibility criteria except that the employee had not yet retired or terminated employment with the District, the benefits described in this section will vest upon the employee's death in the same manner as if the employee had retired. No benefit described in this section may vest prior to an employee's death or separation of employment.

Upon the receipt of notice by the District of the death of an eligible administrator vested in and receiving a Post-Employment Benefit prior to the full payment of the Post-Employment Benefit under this section, one final payment in the amount of the remaining Post-Employment Benefit obligation will be made by the District to the deceased employee's TSA account (subject to IRS Section 415 contribution limits). If any Post-Employment Benefit in excess of the IRS Section 415 contribution limits remains after this payment, the excess amount shall be paid to the employee's estate as a lump-sum cash benefit.

ALL DIRECTORS

Unused Paid Leave Pay-Out:

General Eligibility - A director is eligible to receive a Post-Employment Benefit as described by this section upon the director's termination of employment with the District (including retirement, involuntary termination without cause, and voluntary termination) if, at the time of termination, the director has obtained a minimum of fifteen (15) years of continuous, creditable service in the District and is at least fifty-five (55) years of age.

Amount - The total Post-Employment Benefit shall be calculated as 0.15% of the retirees last working

contract rate for each day of accrued Paid Leave (ex. Annual salary of \$45,000 x 100 days x 0.15% = \$6,750)

Distribution - When the total Post-Employment Benefit due to the employee is less than \$2,000, the contribution shall be paid as a lump sum directly to the eligible director, subject to all applicable taxes and adjustments to employee wages. The employer contribution shall be made by the next regularly scheduled payroll date following the date of the eligible director's termination of employment.

When the contribution amount is equal to or greater than \$2,000, the District shall deposit the contribution amount to the director's District-approved TSA account. This non-elective contribution to the TSA account shall be made no later than 60 days after the date of retirement, unless the total contribution would exceed IRS Section 415 annual contribution limits. In the case of accrued contributions in excess of the IRS Section 415 limit, the excess amount will be deferred to the next tax year and shall be made, up to the maximum IRS Section 415 contribution limits, in the same month of as the initial payment, each following year, until the total Post-Retirement Benefit is paid, subject to IRS rules regarding the timing of post-employment benefit payments.

Benefits Upon Death - For purposes of the benefits described in this section, if an employee dies during active employment with the District at a time when the employee has met all eligibility criteria except that the employee had not yet retired or terminated employment with the District, the benefits described in this section will vest upon the employee's death in the same manner as if the employee had retired. No benefit described in this section may vest prior to an employee's death or separation of employment.

Upon the receipt of notice by the District of the death of an eligible director vested in and receiving a Post-Employment Benefit prior to the full payment of the Post-Employment Benefit under this section, one final payment in the amount of the remaining Post-Employment Benefit obligation will be made by the District to the deceased employee's TSA account (subject to IRS Section 415 contribution limits). If any Post-Employment Benefit in excess of the IRS Section 415 contribution limits remains after this payment, the excess amount shall be paid to the employee's estate as a lump-sum cash benefit.

Longevity Incentive:

The District will contribute for the eligible director's benefit the following sums to the District's Health Reimbursement Account (HRA).

General Eligibility - To be eligible for the post-employment longevity incentive benefit, the eligible Director must be at least fifty-five (55) years of age prior to their last day of active employment in the District.

For the purpose of this benefit, directors having a minimum of five (5) years of service in this District may receive one year of "qualified service" for every five (5) years of service in another district. For service in another district to be counted, it must be of the same type counted in the School District of Holmen as determined by District Administrator or Designee.

Amount & Distribution -

Qualifications	Total Amount of Longevity Incentive	HRA Distribution Schedule*
a. 10 – 14 years	\$8,000	First year \$4,000 Second year \$4,000 Paid within 60 days of retirement date, and then in the same month as initial payment in the following year

b. 15 – 19 years	\$13,000	First year \$5,000 Second year \$4,000 Third year \$4,000 Paid within 60 days of retirement date, and then in the same month as initial payment in the following years
c. 20 – 24 years	\$18,000	First year \$5,000 Second year \$5,000 Third year \$4,000 Fourth year \$4,000 Paid within 60 days of retirement date, and then in the same month as initial payment in the following years
d. 25 – 29 years	\$23,000	First year \$5,000 Second year \$5,000 Third year \$5,000 Fourth year \$4,000 Fifth year \$4,000 Paid within 60 days of retirement date, and then in the same month as initial payment in the following years
e. 30+ years	\$28,000	First year \$6,000 Second year \$6,000 Third year \$6,000 Fourth year \$5,000 Fifth year \$5,000 Paid within 60 days of retirement date, and then in the same month as initial payment in the following years

Benefits Upon Death - For purposes of the benefits described in this section, if an employee dies during active employment with the District at a time when the employee has met all eligibility criteria except that the employee had not yet retired or terminated employment with the District, the benefits described in this section will vest upon the employee's death in the same manner as if the employee had retired. No benefit described in this section may vest prior to an employee's death or separation of employment.

Upon the receipt of notice by the District of the death of an eligible director vested in and receiving a Post-Employment Benefit prior to the full payment of the Post-Employment Benefit under this section, contributions may continue for the use of a person's spouse or qualifying dependents.

Section 8 – Individual Contract Provisions

Purpose and Process

When employing administrative and director personnel the conditions of employment which preceded hiring may necessitate unique provision within the individual administrator's and director's contract. These provisions may deviate from other sections of the *Employee Handbook*. When such deviations are to be made in individual contracts, the District Administrator will submit these to Board for approval.

Paid Leave Credited

For all administrators /directors hired after June 30, 2010, upon initial employment as an administrator/directors, a starting balance of sick leave shall be created from the individual's final uncompensated sick leave balance in the individual's immediately prior position. Starting balance will not exceed 60 days.

School District of Holmen



Employee Handbook

PART V – CO-CURRICULAR EMPLOYEES

**Applicable to any employee that has a contracted co-curricular position*

Created June 2012

Section 1 – Athletic and Activity Assignments

Employment of Personnel for Co-Curricular Activities

The Board of Education may find it necessary to employ, on a part-time basis, coaches or activity sponsors. Employment of coaches in sports governed by the WIAA shall be consistent with WIAA rules and guidelines.

The District Administrator shall require that each person employed as a coach or activity sponsor has the appropriate qualifications, has been properly interviewed, and signs a co-curricular appointment letter which specifies the assignment and the stipend associated with the assignment. Any such appointment may be terminated by the District Administrator for any reason that is not arbitrary or capricious. There must also be verification that the District through appropriate State agencies or other applicable means has conducted a satisfactory background check.

Coaching/advisory duties accepted by a member of the teaching staff or administrative staff shall not be incorporated into the staff member's regular teaching or administrative contract. There shall be no guarantee or reasonable expectation that a coach/advisor will receive an offer to coach/advise in the same position the following school year. Compensation for coaching/advising duties shall be determined by the Board. Nonrenewal procedures are not applicable to coaching/advising assignments.

Any coach/advisor not offered similar duties in any subsequent year may not pursue a grievance through the grievance process.

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. Identification of the most qualified applicant shall not be limited to current staff. 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.

Payments

Payments for extra-curricular activities shall be made in accordance with District payroll procedures, see Part I, Section 6. Wages earned shall be paid at least monthly, with no longer than 31 days between pay periods.

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) relieved from the requirement to make up the time lost; (2) required to re-schedule the extra-curricular activity; or (3) required to take any other action that the supervisor deems reasonable.

Professional Leave to Attend Clinics and State/National Tournaments

The District recognizes that attendance at coaching clinics and state/national tournaments by co-curricular

coaches/advisors is an opportunity for these staff members to learn motivational techniques, coaching strategies and skill development strategies from the most successful programs. When such attendance requires the staff member to take leave time from the duties of their primary position in the District, then a balance must be struck between the loss of primary position services and coaching/advising professional development. The following are guidelines, but not strict rules, to assist supervisors in striking the proper balance in making these decisions.

Professional leave for coaches and advisors to attend coaching/advising clinics and state/national tournament events is at the discretion of the Activities Director and the staff member's primary position supervisor. Professional leave must be agreed to by both.

State or National Tournament with a Competing Student or Team

Head coaches/advisors of students or teams reaching a state or national tournament through successful and rigorous competition at pre-qualifying events are eligible for professional leave. Assistant coaches/advisors are also eligible for professional leave as described here. However, the number of assistant coaches/advisors granted professional leave shall be limited to appropriately reflect: the number of students competing in the tournament and providing for student safety during activities associated with tournament attendance. The amount of professional leave time shall be appropriate to: the duration of the student or team tournament competition date(s), specific competition-site acclimation time and necessary travel time.

Ineligibility for Professional Leave

- Coaches/advisors not employed by the District in a regular position are not eligible to receive professional leave. The compensation for attendance at coaching clinics and tournaments is considered part of the contract and compensation for the coaching/advising position.

Coaches/advisors who are also employed by the District in a regular position, which is compensated at an hourly rate of pay, shall be compensated as follows when their team advances to State or National competition:

- When their team plays on a day where the coach will miss their regular scheduled work day, the coach will be compensated at their regular hourly rate, up to their regular scheduled hours for that day.
- This compensation will not be deducted from their coaching contract.

Extra-Curricular Pay Schedule

Experience for Co-Curricular Duties

Experience will be credited on an annual basis for all School District of Holmen sport and activity assignments. Only compensated experience shall be counted. A person fulfilling a co-curricular contract will receive a year of experience for co-curricular salary adjustment purposes. No more than one year of experience will be granted in a year.

Co-curricular schedule lane increases will be granted for each three years of experience to a maximum of three percent. Lane increases will be granted the 4th, 7th, and 10th year in each sport or activity assignment. Position experience adjustments will not be greater than 35% of the position's base salary figure.

When the best interests of the co-curricular programs or activities are served by modifying the typical staffing pattern and/or compensation distribution, such modifications may be made. Such modifications are not to be made with the intent of altering overall co-curricular compensation.

Salary Adjustment for Co-Curricular Activities

HIGH SCHOOL Varsity Head Coaches:	Activity	% of Base Salary Figure	4th Year	7th Year	10th Year
Group #1	Basketball	10.0%	11.0%	12.0%	13.0%
	Football				
	Wrestling				
	Gymnastics				
Group #2	Baseball	9.0%	10.0%	11.0%	12.0%
	Track				
	Softball				
	Soccer				
Group #3	Volleyball	8.0%	9.0%	10.0%	10.5%
Group #4	Cross Country	7.5%	8.5%	9.5%	10.0%
	Golf				
	Tennis				
	Swim				
HIGH SCHOOL Varsity Assistant Coaches:	Activity	% of Base Salary Figure	4th Year	7th Year	-
Group #1	Basketball	6.5%	7.5%	8.5%	
	Football				
	Wrestling				
	Gymnastics				
Group #2	Baseball	6.0%	7.0%	8.0%	
	Track				
	Softball				
	Soccer				
Group #3	Volleyball	5.0%	6.0%	6.5%	
HIGH SCHOOL Varsity Reserve, JV, and Freshman Coaches:	Activity	% of Base Salary Figure	4th Year	7th Year	-
Group #1	Basketball	6.0%	7.0%	8.0%	
	Football				
	Wrestling				
Group #2	Baseball	5.5%	6.5%	7.0%	
	Softball				
	Track				
	Soccer				
Group #3	Volleyball	5.0%	6.0%	6.5%	
Group #4	Cross Country	4.5%	5.5%	6.0%	
	Golf				
	Tennis				
	Swim				
Group #5	Wrestling Practice	3.0%	4.0%		

HIGH SCHOOL General Activities:					
	Activity	% of Base Salary Figure	4th Year	7th Year	-
Group #1	Band, Pep Band	7.0%	8.0%	9.0%	
	Senior High Choir				
	Forensics Advisor				
	Cheerleader Advisor				
	DECA				
	FFA Advisor				
Robotics Advisor					
Group #2	Strength and Conditioning	6.0%	7.0%	8.0%	
	Power Lifting				
Group #3	Yearbook Advisor	5.0%	6.0%	6.5%	
	Dance Team Advisor				
Group #4	Assembly Committee Advisor	4.5%	5.5%	6.0%	
	Show Choir Advisor				
	FCCLA Advisor				
	Orchestra				
	Drama/Musical Advisor				
	National Honor Society				
	Forensics Assistant				
	Jazz Band Director				
	Ski Club Advisor				
	High Quiz Bowl				
	Skills USA				
Flags Corps Advisor					
Group #5	Band/Pep Band Assistant	3.5%	4.5%		
	Show Choir Assistant				
	Special Olympics				
	Show Band				
Group #6	Student Council Advisor	3.0%	4.0%		
	Drama/Musical Assistant				
	Stage & Set				
	Art Club				
	Prom Advisor				
Renaissance Club Advisor					
Group #7	Adaptive Sports League Head Coach	2.5%			
Group #8	Adaptive Sports League Assistant Coach	1.5%			
MIDDLE SCHOOL Coaches:					
	Activity	% of Base Salary Figure	4th Year	7th Year	-
Group #1	Basketball 7 th and 8 th Grade	5.0%	6.0%	6.5%	
	Wrestling				
	Football				
	Gymnastics				

Group #2	Track	4.5%	5.5%	6.0%	
	Basketball Assistant 7 th Grade and 8 th Grade				
	Basketball Practice Coach				
	Wrestling Assistant				
	Football Assistant				
	Volleyball 7 th and 8 th Grade				
	Cross Country				
	Softball 7 th and 8 th Grade				
	Golf				
Gymnastics Assistant					
Group #3	Softball Assistant 7 th and 8 th Grade	3.0%	4.0%		
	Track Assistant				
	Golf Assistant				
Group #4	Volleyball Assistant 7 th and 8 th Grade	2.0%	2.5%		
MIDDLE SCHOOL General Activities:	Activity	% of Base Salary Figure	4th Year	-	-
Group #1	Band	4.0%	5.0%		
	Choir				
	School Play				
	Show Choir				
	Orchestra Advisor				
Group #2	Ski Club Advisor	3.0%	4.0%		
Group #3	Forensics Advisor	2.5%	3.0%		
	School Play Assistant				
	Student Council Advisor				
	Math Counts Advisor				
Group #4	Art Club Advisor	2.0%	2.5%		
	Jazz Band Advisor				
	Forensics Assistant				
	Yearbook				
	Show Choir Assistant				
	Strength and Conditioning				
	Ski Club Assistant				
Group #5	Geography Bee	1.0%			
	Quiz Bowl				
	Spelling Bee				
	Adaptive Sports League				
Group #6	Adaptive Sports League Assistant	0.5%			
ELEMENTARY SCHOOL General Activities:	Activity	% of Base Salary Figure	4th Year	-	-
Group #1	Drama Club	2.5%	3.0%		
Group #2	Music Program	1.0%			

	Computer Club				
	Student Council				
DISTRICT-WIDE General Activities:	Activity	% of Base Salary Figure			
	Spelling Contest Advisor	1.0%			

Paid Leave Benefits

Co-curricular staff positions shall not be allocated or allowed to use any form of paid leave benefits including but not limited to: paid leave, personal leave, holiday pay, or vacation.

Dismissal/Removal from Co-Curricular Assignment

Individuals holding co-curricular assignments are at-will employees and therefore have no expectation of continued employment. As such, these employees may be disciplined or discharged for any reason without recourse to the grievance procedure.

School District of Holmen



Employee Handbook

PART VI – SUBSTITUTE EMPLOYEES

**Applicable to any employee that substitutes within the District*

Created June 2012

Section 1 – All Substitute Employees

Pre-Employment Requirements

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

Paid Leave Benefits

Substitute staff positions shall not be allocated or allowed to use any form of paid leave benefits including but not limited to: paid leave, personal leave, holiday pay, or vacation.

Notice of Continuance of Employment

Unless the substitute is notified in writing by the District of intent to terminate, before the last student contact day of the current school year, the employee may assume their continued substitute employment in the next school year. Specific assignments and hours cannot be guaranteed but the substitute will continue to be considered active on the substitute calling list.

Section 2 – Substitute Teachers

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.

Training and Evaluation

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

Assignment and Professional Responsibilities

- A. Assignments: Substitutes shall be assigned based on the following considerations:
1. Principals' requests for a given substitute shall take first precedence.
 2. Teachers' requests for a given substitute shall take second precedence. The teacher pursues a desired substitute.
 3. In the event a substitute is not assigned in the above steps, all other substitutes shall be notified of the available work.
 4. Principal may reassign substitutes as necessary.
- B. Building administrators will be responsible providing the necessary and appropriate materials to the substitute. Appropriate materials may include, but not limited to:
1. school policies,
 2. an outline of the absence and tardiness procedures,
 3. recess schedule (if applicable),
 4. teacher's daily schedule,
 5. general class schedule (bell schedule when applicable),
 6. name of any individual designated in charge of discipline,
 7. seating charts,
 8. class schedule, and
 9. lesson plans for all classes to be taught
- C. 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 must cancel a teaching assignment using the automated system in advance of the current day without providing notification to the Building Secretary. A substitute who wishes to cancel an assignment on the date of the substitute work, must inform the Building Secretary by phone. Any substitute teacher who abuses the cancellation privilege, in the District's discretion, may be removed from the substitute list

D. 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.

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 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 teacher shall be the same as the regular classroom teacher.

F. Substitute Teaching Day:

A substitute's teaching day shall be eight (8) hours when subbing for a full-time teacher who is absent for a whole day. A substitute's teaching day may be less than eight (8) hours if the substitute is replacing a teacher on a partial absence. Substitute assignments over 4 hours will include a 30 minute duty free lunch.

Dismissal/Removal from Substitute List

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

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 teachers 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. Mileage: Substitute teachers assigned to a single position that requires work at more than one school or work location, shall be reimbursed mileage at the rate set forth in the *Handbook* for use of their personal vehicle in traveling from one District work site to another.
- C. Duty Free Lunch: All substitutes working more than a half day shall be provided with a daily duty-free lunch period of at least thirty (30) continuous minutes.
- D. In-service: The District may provide in-service to new substitute teachers. 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.
- E. Online Services: Long-term substitutes may be provided district email accounts and network access at the discretion of the immediate Supervisor.

Substitute Teacher Pay Schedule

Substitute teachers and nurses shall be employed at the rate established by the District. As of July 1, 2024, the rate of pay is as follows:

Day-to-Day Substitute: \$145/day
 Long-Term* Substitute: \$220/day
 Building Substitute (Teacher only): \$165/day

*If the substitute works more than ten (10) consecutive 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 the first day.

Units of work for substitutes will be:

0-4 hours worked = half day pay
 4+ hours worked = full day pay

All substitute Teachers are employed and paid by a third-party substitute agency. This schedule shall determine the rate paid to the substitute by a third-party substitute agency.

Section 3 – Support Staff Substitutes

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.

Training and Evaluation

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

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 offers of substitute work. 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. Education Assistant and Building Secretary Substitutes: A substitute who accepts a job by mistake must cancel an assignment using the automated system in advance of the current day without providing notification to the Building Secretary. A substitute who wishes to cancel an assignment on the date of the substitute work, must inform the Building Secretary, by phone. Any substitute who abuses the cancellation privilege, in the District's discretion, may be removed from the substitute list.
3. Non-Education Assistant and Non-Building Secretary Substitutes: A substitute who wishes to cancel an assignment on the date of the substitute work, must inform the Immediate Supervisor (in the case of custodial substitutes, contact the Head Custodian), by phone. Any substitute who abuses the cancellation privilege, in the District's discretion, may be removed from the substitute list.

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. Substitute Day: The substitute's work schedule for the day will be determined by the District.

Dismissal/Removal from Substitute List

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

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. Mileage: Substitutes assigned to a single position that requires work at more than one school or work location, shall be reimbursed mileage at the rate set forth in the *Handbook* for use of their personal vehicle in traveling from one District work site to another.
- C. Duty Free Lunch: All substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.
- D. In-service: The District may provide in-service to new substitutes. 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.
- E. Online Services: Long-term substitutes may be provided district email accounts and network access at the discretion of the immediate Supervisor.

Substitute Employee Pay Rates

Substitutes shall be employed at the rate established by the District. As of July 1, 2024, the pay rates are as follows:

Position	Rate
Administrative Assistant	\$16.00 per hour
Educational Assistant (including Special Education, Library, and Health Office)	\$15.50 per hour*
Long-Term** Educational Assistant (including Special Education, Library, and Health Office)	\$16.50 per hour*
Custodian	\$16.80 per hour
Food Service Cook	\$15.50 per hour
Bus Driver (CDL required)	\$22.00 per hour
Car/Van Driver (no CDL)	\$17.30 per hour

*All substitute Educational Assistants are employed and paid by a third-party substitute agency. This schedule shall determine the rate paid to the substitute by a third-party substitute agency.

**For Educational Assistant positions only: If the substitute works more than ten (10) consecutive 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 the first day.

For classifications of employment that are not listed above, the District Administrator will determine substitute pay rates on a case-by-case basis. Consideration may be given, but not limited to, the following criteria: market rate, internal comparability, qualifications, availability of substitutes, and duration of position.

Appendix

2024-25 School Year Calendar – Calendar Year Staff.....	148
2024-25 School Year Calendar – Cooks.....	149
2024-25 School Year Calendar – Drivers.....	150
2024-25 School Year Calendar – Education Assistants & School Yr. Admin. Asst.	151
2024-25 School Year Calendar – Teachers.....	152
Discrimination Complain Form (Updated 1/12/2017).....	153
District’s Vision, Mission, and Core Values	154
Employee Acknowledgement (Updated 4/28/2014).....	155
Employee's Child at Work Accident Waiver and Release of Liability Form (Updated 7/1/2024)	156
Grievance Initiation Instructions.....	158
Harassment/Threatening behavior Complaint Form (Updated 1/12/2017).....	159

2024-2025 School Year Calendar – Calendar Year Staff

2024-2025 School Calendar-Calendar Year Staff School District of Holmen

July 2024

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 2024

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 2024

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 2024

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 2024

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 2024

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				

Approved 11/27/2023

HOLIDAYS

July 4	Independence Day
September 2	Labor Day
November 28	Thanksgiving Day
November 29	Day following Thanksgiving
December 24	Christmas Eve Day
December 25	Christmas Day
December 31	New Year's Eve Day
January 1	New Year's Day
April 18	Spring Holidays
April 21	Spring Holidays
May 26	Memorial Day

NOTES

August 19	All Staff School Year Kickoff
August 26	First Day of School
May 24	Class of 2025 Graduation Ceremony
May 30	Last Day of School

NO SCHOOL

August 30	No School
September 2	Labor Day - No School
October 28	Staff Development - No School
November 27-29	Fall Break - No School
December 23-Jan 1	Winter Break - No School
January 17	Staff Development - No School
January 20	MLK Jr. Day - No School
February 28	No School
March 24	Staff Development - No School
April 17-21	Spring Break - No School
May 26	Memorial Day - No School

TWO HOUR EARLY RELEASE

September 11	
October 9	
November 13	
December 11	
February 12	
March 12	
April 9	
May 14	
May 30	

QUARTERS

Quarter 1: August 26 - October 25 (43 school days)
Quarter 2: October 29 - January 16 (47 school days)
Quarter 3: January 21 - March 21 (43 school days)
Quarter 4: March 25 - May 30 (45 school days)

January 2025

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	

February 2025

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 2025

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 2025

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 2025

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

June 2025

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					

CALENDAR KEY

	First and Last Days
	Early Release
	End of Quarter
	Holiday (Non-Work Day)
	All Staff School Year Kick Off

2024-2025 School Year Calendar – Cooks

2024-2025 School Calendar-Cooks School District of Holmen

July 2024

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 2024

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 2024

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 2024

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 2024

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 2024

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				

Approved 11/27/2023

START & END

August 26	First Day of School
May 30	Last Day of School
Total Students Instructional Days: 178	

NO SCHOOL

August 30	No School
September 2	Labor Day - No School
October 28	Staff Development - No School
November 27-29	Fall Break - No School
December 23-Jan 1	Winter Break - No School
January 17	Staff Development - No School
January 20	MLK Jr. Day - No School
February 28	No School
March 24	Staff Development - No School
April 17-21	Spring Break - No School
May 26	Memorial Day - No School

TWO HOUR EARLY RELEASE

September 11	
October 9	
November 13	
December 11	
February 12	
March 12	
April 9	
May 14	
May 30	

QUARTERS

Quarter 1: August 26 - October 25 (43 school days)
Quarter 2: October 29 - January 16 (47 school days)
Quarter 3: January 21 - March 21 (43 school days)
Quarter 4: March 25 - May 30 (45 school days)

NOTES

August 19	All Staff School Year Kickoff/Staff Dev.
May 24	Class of 2025 Graduation Ceremony

January 2025

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	

February 2025

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 2025

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 2025

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 2025

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						

June 2025

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					

CALENDAR KEY

-  First and Last Days
-  Early Release
-  End of Quarter
-  Non-Work Day (No Students)
-  Holiday (Non-Work Day)
-  All Staff School Year Kickoff

2024-2025 School Year Calendar – Drivers

2024-2025 School Calendar-Drivers School District of Holmen

July 2024

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 2024

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 2024

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 2024

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 2024

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 2024

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				

Approved 11/27/2023

START & END

August 26	First Day of School
May 30	Last Day of School
Total Students Instructional Days: 178	

NO SCHOOL

August 30	No School
September 2	Labor Day - No School
October 28	Staff Development - No School
November 27-29	Fall Break - No School
December 23-Jan 1	Winter Break - No School
January 17	Staff Development - No School
January 20	MLK Jr. Day - No School
February 28	No School
March 24	Staff Development - No School
April 17-21	Spring Break - No School
May 26	Memorial Day - No School

TWO HOUR EARLY RELEASE

September 11	
October 9	
November 13	
December 11	
February 12	
March 12	
April 9	
May 14	
May 30	

QUARTERS

Quarter 1: August 26 - October 25 (43 school days)
Quarter 2: October 29 - January 16 (47 school days)
Quarter 3: January 21 - March 21 (43 school days)
Quarter 4: March 25 - May 30 (45 school days)

NOTES

August 19	All Staff School Year Kickoff
May 24	Class of 2025 Graduation Ceremony

January 2025

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	

February 2025

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 2025

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 2025

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 2025

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

June 2025

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					

CALENDAR KEY

	First and Last Days
	Early Release
	End of Quarter
	Non-Work Day (No Students)
	All Staff School Year Kickoff

2024-2025 School Year Calendar – EA’S & School Year Administrative Assistants

2024-2025 School Calendar-EA’s & School Yr. Administrative Assistants

School District of Holmen

July 2024

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 2024

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 2024

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 2024

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 2024

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 2024

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				

START & END

August 26	First Day of School
May 30	Last Day of School
Total Students Instructional Days: 178	

NO SCHOOL

August 30	No School
September 2	Labor Day - No School
October 28	Staff Development - No School
November 27-29	Fall Break - No School
December 23-Jan 1	Winter Break - No School
January 17	Staff Development - No School
January 20	MLK Jr. Day - No School
February 28	No School
March 24	Staff Development - No School
April 17-21	Spring Break - No School
May 26	Memorial Day - No School

TWO HOUR EARLY RELEASE

September 11	
October 9	
November 13	
December 11	
February 12	
March 12	
April 9	
May 14	
May 30	

QUARTERS

Quarter 1: August 26 - October 25	(43 school days)
Quarter 2: October 29 - January 16	(47 school days)
Quarter 3: January 21 - March 21	(43 school days)
Quarter 4: March 25 - May 30	(45 school days)

NOTES

August 19	All Staff School Year Kickoff/Staff Dev.
August 20	Staff Development
May 24	Class of 2025 Graduation Ceremony

January 2025

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	

February 2025

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 2025

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 2025

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 2025

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

June 2025

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					

CALENDAR KEY

#	First and Last Days
■	Early Release
■	End of Quarter
■	Staff Dev. (No Students)
■	Non-Work Day (No Students)
■	Holiday (Non-Work Day)

Approved 11/27/2023

2024-2025 School Year Calendar – Teachers

2024-2025 School Calendar-Teachers School District of Holmen

July 2024 ST (TE)

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 2024 4 (7)

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 2024 20(21)

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 2024 22(23)

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 2024 18(19)

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 2024 15(15)

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				

TEACHER DEVELOPMENT DAYS

Aug. 13-15 New Teacher Orientation
 Aug. 19 Staff Dev/All Staff School Year Kick Off
 Aug. 19-21 Staff Development
 Oct. 28 Staff Development
 Jan. 17 Staff Development
 Mar 24 Staff Development

TOTAL ANNUAL DAYS

178 Student Days
 (190) = Teacher Contract Days (inc. 3 PT Conference)
 (193)=New Teacher Contract Days (inc. Flex PD & 3 PT Conference)

Approved 11/27/23

Calendar Templates by Vertex42.com

START & END

August 26 First Day of School
 May 30 Last Day of School
 Total Students Instructional Days: 178

NO SCHOOL

August 30 No School
 September 2 Labor Day - No School
 October 28 Staff Development - No School
 November 27-29 Fall Break - No School
 December 23-Jan 1 Winter Break - No School
 January 17 Staff Development - No School
 January 20 MLK Jr. Day - No School
 February 28 No School
 March 24 Staff Development - No School
 April 17-21 Spring Break - No School
 May 26 Memorial Day - No School

TWO HOUR EARLY RELEASE

September 11
 October 9
 November 13
 December 11
 February 12
 March 12
 April 9
 May 14
 May 30

QUARTERS

Quarter 1: August 26 - October 25 (43 school days)
 Quarter 2: October 29 - January 16 (47 school days)
 Quarter 3: January 21 - March 21 (43 school days)
 Quarter 4: March 25 - May 30 (45 school days)

NOTES

August 13-15 New Teacher Orientation
 August 19 All Staff School Year Kickoff
 August 19-21 Staff Development
 August 22 Freshmen Spirit Day (HS Only)
 May 24 Class of 2025 Graduation Ceremony

January 2025 20(21)

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

February 2025 19(19)

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 2025 20(21)

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 2025 19(19)

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 2025 21(22)

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

June 2025 0(0)

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					

CALENDAR KEY

- First and Last Days
- Early Release
- End of Quarter
- New Teacher Orientation
- Staff Dev. (No Students)
- Non-Work Day (No Students)
- Holiday (Non-Work Day)
- Non-workday unless flexible PD is not met (No Students)

<http://www.vertex42.com/calendars/school-calendar.html>

School District of Holmen

DISCRIMINATION OF A PROTECTED CLASS COMPLAINT FORM

Name of Complainant: _____ Work Location: _____

Home Address: _____ Home Phone: _____

Work Address: _____ Work Phone: _____

Name of Person Completing Form (if other than complainant): _____

Describe the incident (what happened). Please be as clear as possible, including such things as: What force, if any, was used; any verbal statements (threats, requests, demands, etc.); what, if any, physical contact was involved; etc. Attach additional pages if needed. _____

When did it happen (time/date)? _____ Where did it happen? _____

I believe that I have been subjected to discrimination of a protected class based on my _____

I believe I have been subject to inappropriate language: Yes No

Name of the person(s) you believe treated you in an offensive, degrading or discriminating manner:

Were there any witnesses? Yes No If yes, please give names: _____

How did you feel? What did you do? _____

I hereby certify that the information I have provided is true, correct and complete to the best of my knowledge and belief.

Signature of person completing this form

Date

Signature of person filing complaint

Date

Received by Human Resources

Date

District's Vision, Mission, and Core Values

Vision Statement

Belong.Serve.Succeed

Mission Statement

Preparing students for tomorrow through an engaging and inclusive educational community today.

Core Values

The School District of Holmen is committed to data driven decision making focusing on results in:

- Empowerment
- Equity
- Excellence
- Integrity
- Safety

Employee Acknowledgement

To be signed annually and returned to your supervisor prior to September 15.

I hereby acknowledge that it is my responsibility to access the **School District of Holmen 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 included in the District's Board Policies and Administrative Rules. The *Employee Handbook* and Board Policies and Administrative Rules can be located on the District's website at www.holmen.k12.wi.us. The *Employee Handbook*, can be found under the Human Resource tab on the District website.

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 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

Supervisor Receiving Acknowledgement

Date

Copy will be provided to employee by Supervisor. Supervisor forwards original to Human Resources to be placed in the employee's personnel file.



School District of Holmen

EMPLOYEE'S CHILD AT WORK

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH BRING MY CHILD TO WORK, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared and/or trained to provide proper supervision of my children. I further certify that, I have not been informed by a qualified professional or agency that my child supervision skills are in any way substandard. I further certify that there are no emotionally and mentally health-related reasons or problems which preclude my ability to provide consistent and appropriate supervision of my child.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the School District of Holmen (District), in conjunction with its "Employee's Child at Work" policy to govern my actions and responsibilities when I have my child at work.

I acknowledge that I have read, understand and agree to abide by the current and future amendments to the District's "Employee's Children at Work" policy and interpretations of that policy by my immediate supervisor or the District Administrator.

I acknowledge it is solely my responsibility to provide for the conduct and supervision of my minor children while they are on school property. As such, this responsibility cannot be extended, transferred or otherwise conveyed to any other person/party.

I acknowledge the District focus is on safety and welfare of students, staff and the general public, and that the District makes no guarantees, predications or assurances of the safety or security of the environment that my child may encounter while at work with me.

I waive the District from, and accept full personal, legal and financial responsibility and liability for, any and all harm, injury or property damage to others that may be the direct or indirect result of my child being at work.

In consideration of my application and permitting me to participate in this Bring My Child to Work, I hereby act for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released for; any property damage; any and all harm, injury, disability or death that may be incurred by me, my child or others; that may be associated with my participation in "Employee's Child At Work",
THE FOLLOWING ENTITIES OR PERSONS: The District and/or their directors, officers, employees, volunteers, representatives, and agents,
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in "Employee's Child At Work", whether caused by the negligence of release or otherwise.

I acknowledge that the District and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity in relation to "Employee's Child at Work".

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Employee's Name (Print)

Employee's Signature
(Please print legibly)

Date

Child's Name
(Please print legibly)

Date of Birth _____
Age

Supervisor's Signature

Date

Authorization is effective on the date of the supervisor's signature.

The original document shall be forwarded on the date of authorization to the Human Resources Office.



APPENDIX: GRIEVANCE INITIATION INSTRUCTIONS

SCHOOL DISTRICT OF HOLMEN

INSTRUCTIONS: Please print or type. Submit completed original to immediate supervisor and keep one copy for your records.

EMPLOYEE GROUP: _____

NAME: _____

HOME ADDRESS: _____

WORK LOCATION: _____

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?

NAME

MAILING ADDRESS

That person's role in this grievance:

EMPLOYEE'S SIGNATURE

DATE

School District of Holmen

HARASSMENT/THREATENING BEHAVIOR COMPLAINT FORM

Name of Complainant: _____ Work Location: _____

Home Address: _____ Home Phone: _____

Work Address: _____ Work Phone: _____

Name of Person Completing Form (if other than complainant): _____

Describe the incident (what happened). Please be as clear as possible, including such things as: What force, if any, was used; any verbal statements (threats, requests, demands, etc.); what, if any, physical contact was involved; etc. Attach additional pages if needed. _____

When did it happen (time/date)? _____ Where did it happen? _____

I believe that I have been subjected to harassing or threatening remarks or conduct based on my _____

I believe I have been subject to inappropriate language: Yes No

Name of the person(s) you believe treated you in a harassing or threatening manner:

Were there any witnesses? Yes No If yes, please give names: _____

How did you feel? What did you do? _____

I hereby certify that the information I have provided is true, correct and complete to the best of my knowledge and belief.

Signature of person completing this form

Date

Signature of person filing complaint

Date

Received by Human Resources

Date