

Bristol School District #1

Employee Handbook



Certified Staff

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1 INTRODUCTION

1.1 Welcome to the District!

On behalf of the Board and your colleagues, we welcome you to Bristol School District #1 (the “District”) and wish you every success here. We believe that each employee contributes directly to our Mission and Vision.

This Handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of this Handbook as soon as possible, as it will answer many questions about employment with the District. Please read it thoroughly and retain it for future reference. The policies stated in this Handbook are subject to change at the sole discretion of the District, as are all other policies, procedures, benefits, or programs of the District. The District may modify, amend, or terminate any policies, procedures, or employee benefit programs whether or not described in this Handbook at any time, with or without notice. From time to time, you may receive updated information concerning changes in policy. If you have any questions regarding any policies, please ask your supervisor or a member of our District office for assistance.

This Handbook applies to Certified staff members. Throughout the Handbook, the terms teachers, certified staff, professional staff, and employee are used interchangeably unless a specific distinction is noted.

The District reserves the right to modify this Handbook or to amend or to terminate any policies, procedures, or employee benefit programs whether or not described in this Handbook at any time, or to require and/or to increase contributions toward those benefit programs. The District strives to keep this Handbook up to date. However, the Board is responsible for establishing District Policy. In the event of a conflict between this Handbook and District Policy, the terms of the District Policy shall govern.

Please understand that no supervisor, administrator, manager, or representative of the District other than the District Administrator or the School Board by formal action of the Board has the authority to enter into any agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered into by the District Administrator shall not be enforceable unless it is in writing and signed by the District Administrator or designated School Board members.

Since this is a general publication being prepared for all of our employees, it is possible that at times a conflict may arise between an item in this Handbook and any provision in an individual employment contract. In the event of any conflict between the provisions of this Handbook and any provision in an individual employment contract, the individual employment contract shall govern.

We hope that your experience here will be enjoyable and rewarding. Again, welcome!

1.2 Lines of Authority

Operation of any organization depends on effective lines of authority and the District is no exception. The management team concept is the process by which a recommendation for any action, program, or service is developed and the decision implemented. This system represents a means of establishing orderly lines of organization and communication as management personnel and employees promote and deliver effective services to the District's stakeholders.

Board of Education: By law the final decision regarding policy is vested in the District's Board of Education. Board members serve three (3) year terms and elect Board officers such, as the Board President, each year.

District Administrator: The District Administrator is hired by the Board and reports directly to the Board. The District Administrator is the chief executive officer and administrative official of the District and strives to achieve the District's goals by providing educational direction and supervision to the professional staff and supervision to the support staff. All District employees report to the District Administrator directly or indirectly.

Directors: Directors are part of the senior management team and report directly to the District Administrator.

Principals: Principals are building administrators that are responsible for the day to day operations within a school. Principals report directly to the District Administrator. All District employees within a school report directly or indirectly to the Principal.

Supervisors: The District employs additional personnel to supervise its day-to-day functions. These supervisors are part of the management team and report to one or more Directors and/or Principals depending on their job duties.

All employees and supervisors are responsible to the Board of Education through the District Administrator. Each shall refer matters requiring administrative attention to his/her supervisor, who shall refer such matters to the next higher authority, when necessary, and through the District Administrator to the Board.

Each District employee is required to keep the person he/she reports to informed of his/her activities by whatever means the supervisor deems appropriate. If an employee has any questions, opinion, or suggestion about the information contained in this Handbook or about any other aspect of his/her job, those questions, opinions, or suggestions should be directed through the appropriate line of authority.

This policy shall not be construed as prohibiting an employee from raising questions, opinions, or suggestions with members of the management team outside their direct supervisor or from

appealing a decision to the next higher authority. Rather, the lines of authority are meant to create an orderly manner in which employee input can be considered and evaluated by management. The lines of authority represent avenues for a two-way flow of ideas that empowers employees to offer their input while ensuring that each level of supervision has been given an opportunity to consider that input.

2 EMPLOYMENT

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the District Administrator. To the extent that any provision of this Employee Handbook is in conflict with the express written terms of any individual employment contract the terms of the individual employment contract shall govern.

2.1 Equal Employment Opportunity and Nondiscrimination Policy

The District is proud to be an equal opportunity employer. The District does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the District will be based on merit, qualifications, and abilities. The District also will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employee who feels that he/she has been treated unfairly or discriminated against based on his or her race, color, age, religion, sex, disability, national origin or any other status protected by law must follow the complaint procedure set forth in the Anti-harassment and Nondiscrimination Policy in Section 2.3 of this Handbook. General questions about the Equal Employment Opportunity Policy may be directed to the District Administrator.

2.2 Anti-harassment and Anti-bullying Policy

The District is committed to a work environment that is free of harassment in any form. The work environment should be characterized by mutual trust and the absence of all forms of harassment and violence. Employees are expected to conduct themselves in an appropriate manner as judged by a reasonable person. The District encourages a congenial work environment of respect and professionalism.

The District has adopted a policy of “zero tolerance” with respect to unlawful harassment and discrimination. The District expressly prohibits any form of unlawful harassment or discrimination based on race, color, religion, sex, national origin, age, disability, or status in any group protected by

state or local law. Improper interference with the ability of the District's employees to perform their expected job duties is not tolerated.

The District also believes that bullying in any fashion is unacceptable behavior. District employees are expected to be role models of excellent behavior across all environments and the community. The District defines bullying as: deliberate or intentional behavior using words or actions, intended to cause fear, intimidation or harm. What distinguishes bullying from other types of harassment is an imbalance of power between the bully and the victim. Bullying behavior can often be identified by its tendency to torment, subjugate, and/or dominate the victim causing or inspiring fear, intimidation, embarrassment, or shame.

Bullying behavior can be motivated by an actual or perceived distinguishing characteristic, such as, but not limited to: age; national origin; race; ethnicity; religion; gender; gender identity; sexual orientation; physical attributes; physical or mental ability or disability; and social, economic or family status. In those instances, bullying may also constitute unlawful discrimination. However, bullying can occur without regard to an individual's status or classification.

Bullying behavior is prohibited in all schools, buildings, and property including any property or vehicle owned, leased, or used by the District as well as all educational environments and school sponsored activities. Administrators, certified staff, support staff, parents, and students are expected to recognize that District officials will interpret and enforce the prohibition against bullying broadly to accomplish the remedial purposes of this policy.

Conduct Prohibited

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex, color, race, ancestry, religion, genetic information, origin, age, handicap, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record, or other protected group status, which affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, student-to-employee, male-to-female, female-to-male, male-to-male, or female-to-female.

With respect to sexual harassment, the District prohibits unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 2. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment (i.e., performance appraisals, compensation, advancement, or any other term or condition of employment or career development);
- or

3. Such conduct has the purpose or effect of creating an intimidating, or hostile, or offensive working environment.

Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

- . Unwanted or offensive comments, slurs, jokes, letters, poems, or e-mail or voice-mail messages regarding race, color, religion, sex, national origin, age, disability, or any other legally protected status.
- . Foul or obscene language.
- . Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess.
- . Questions about one's sex life or experiences.
- . Repeated unwelcome sexual flirtations or repeated unwelcome requests for dates.
- . Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons.
- . Inappropriate touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, brushing against another's body, grabbing, groping, kissing, or fondling.
- . Leering, staring, stalking.
- . Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
- . Sexual assault.

Complaint Procedure

1. Any employee who experiences any job-related harassment based on race, color, religion, sex, national origin, age, disability, or status in any group protected by state or local law, or believes that he/she has been treated in an unlawful, discriminatory manner should immediately report any such incident to the employee's supervisor or the District Administrator.
2. Because the subject of harassment or discrimination may be difficult to talk about, an employee may report an incident to any supervisor or the District Administrator.
3. The District treats all claims of harassment and discrimination seriously. All complaints and information disclosed in the course of investigations will be treated as confidentially as possible.

4. All complaints will be investigated promptly and all actions taken to resolve such complaints shall be conducted as confidentially as possible.
5. The District strictly prohibits any form of retaliation against any employee for filing a bona fide, good faith complaint concerning prohibited harassment or discrimination or for assisting in a complaint investigation. Any employee who believes that he/she has been subjected to retaliation in violation of this policy should immediately report the retaliation to the employee's supervisor or the District Administrator, or any other supervisor or manager.
6. Each administrator, manager, and supervisor is responsible for ensuring that this policy is enforced. This responsibility includes making each employee aware of the District policies on discrimination and harassment and maintaining a work area free from conduct that causes, or reasonably could be considered to cause, an intimidating or offensive work environment.
7. Any employee who is found, after appropriate investigation, to have violated this policy will be subject to appropriate action, up to and including termination.

If further information, interpretation or advice is needed regarding prohibited harassment or discrimination or the complaint process, an employee should contact the District office. In the event the complaint involves the District Administrator, the employee may contact the President of the Board.

2.3 Disability Accommodation

The District is committed to complying fully with the Americans with Disabilities Act ("ADA"), Wisconsin Fair Employment Act ("WFEA"), and all other applicable federal, state and local laws by ensuring equal opportunity in employment for qualified persons with disabilities. The District is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability.

The District also provides reasonable accommodations for qualified individuals with disabilities in accordance with these laws. Qualified individuals with disabilities may make a request for a reasonable accommodation(s) to the employee's supervisor or to the District office. The District may require that the employee requesting a reasonable accommodation(s) provide information from a health care provider to support the need for an accommodation(s). In addition, to the extent permitted by law, the District may require the employee to submit to a medical examination in order to determine the need for an accommodation(s). Cooperation is expected in the event any employee is asked to assist in the accommodation afforded another employee under this policy.

2.4 Reporting Relationships -- Employment of Relatives

The District permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of the District, create actual or perceived conflicts of interest. However, no special consideration will be given to applicants who are relatives of current employees, or Board members. For purposes of this policy, a “relative” is a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law, “step” relation or domestic partner or “a significant other” with whom the employee resides. The District will exercise sound business judgment in the placement of related employees in accordance with the following guidelines.

Individuals who are related by blood or marriage are permitted to work in the same facility, provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary, or career progress could be influenced by the other relative.

Employees who marry while employed will be treated in accordance with these guidelines. That is, if, in the opinion of the District, a conflict or perceived conflict arises as a result of the marriage, one of the employees may be transferred at the earliest practicable time or other arrangements made.

In addition, the District recognizes that at times, employees and their “close friends,” domestic partners, or “significant others” may be assigned to positions that create a supervisor-subordinate relationship. The District will, at its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation of a conflict or the appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of sexual harassment in the workplace.

This policy applies to all categories of employment at the District, including regular, temporary, and part-time classifications.

2.5 Employment Applications

The District relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the District's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment, regardless of the time elapsed before discovery.

The District conducts background checks as part of the application process. Consistent with Wis. Stat. § 111.335(1)(d)2, the District may disqualify an applicant from further consideration based upon his/her felony conviction. The District Administrator shall consider felony convictions of an applicant prior to granting an interview. Information ascertained from the District’s background

check(s), other than felony convictions, shall only be considered as it relates to the particular job in question.

2.6 Orientation Program

During an employee's first few days of employment, s/he will participate in an orientation program conducted by the District office and members of the employee's department, including the supervisor. During this program, an employee will receive important information regarding the performance requirements of his/her position, basic District policies, including this Handbook, compensation, and benefits programs, plus other information necessary to acquaint the employee with his/her job and the District. The employee will also be asked to complete all necessary paperwork at this time, such as medical benefits plan enrollment forms, beneficiary designation forms, and appropriate federal, state, and local tax forms. At this time, the employee will be required to present the District with information establishing identity and eligibility to work in the United States in accordance with applicable federal law.

This orientation program is designed to familiarize the employee with the District and our policies and benefits. We encourage employees to ask any questions during this program so that the employee will understand all the guidelines that affect and govern his/her employment relationship with the District.

2.7 Performance Evaluations

Administrators, supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance evaluations are conducted to provide both administrators/supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Performance evaluations are performed periodically for all employees as scheduled by administration.

Newly hired employees receive a formal evaluation at the end of their first year of completed service. Thereafter, employees will be evaluated as indicated above. If an employee has not received a performance evaluation in accordance with the above time frames, it is the employee's responsibility to notify his/her supervisor and the District office in writing about this matter. This will help us ensure that the evaluation process is administered in a timely manner.

2.8 Job Posting

The District may elect to promote employees from within and to make vacancies known to employees. Job postings give all employees an opportunity to apply for positions for which they are qualified and choose to express interest. Vacancies may be e-mailed to employees. Postings generally include the title and the closing date for filing applications.

To be eligible to apply for a posted position, an employee must meet the minimum hiring specifications for the position, be capable of performing the essential functions of the job, with or without a reasonable accommodation, and be an employee in good standing in terms of his/her overall work record.

Employees are responsible for monitoring job vacancy notices and for completing the application process with the District office during the posting period for a specific opening. The District office will contact an employee regarding his/her application and the status of his/her candidacy.

2.9 Access to Personnel Files and Data Changes

The District maintains personnel files on each employee. These files contain documentation regarding various aspects of the employee's employment with the District, such as the employee's job application, performance appraisals, beneficiary designation forms, disciplinary warning notices, and other employment records.

Personnel files are the property of the District, and access to the information they contain is restricted. Generally, only administrators and supervisors of the District who have a legitimate reason to review information in a file are allowed to do so. An employee may review and/or submit comments on certain documents within his/her own personnel files in accordance with applicable state laws, Wis. Stat. § 103.13. If an employee is interested in reviewing his/her personnel file, the employee must contact the District office.

To ensure that each employee's personnel file is up-to-date at all times, employees must promptly notify the District office of any changes in name, telephone number, home address, marital status, number of dependents, beneficiary designations, educational attainment, certifications, the individuals to notify in case of an emergency, or any other similar information.

Altering, removing or destroying any personnel records pertaining to any employee, former employee or applicant is prohibited unless otherwise directed by the District's record retention or other policies or practices.

2.10 Management Rights

The District possesses the sole right to determine the methods and means of operation. The District retains all management rights, subject only to limitations imposed by applicable law. These rights include, but are not limited to, the following:

1. To direct all operations of the District;
2. To establish work rules and schedules of work;
3. To hire, promote, transfer, schedule and assign employees;
4. To suspend, demote, discharge and take other disciplinary action against employees;
5. To relieve employees from their duties because of lack of work or any other legitimate reasons;
6. To maintain efficiency of operations;
7. To take whatever action is necessary to comply with state or federal law;
8. To introduce new or improved methods or facilities;
9. To change existing methods or facilities;
10. To determine the kinds and amounts of services to be performed as pertains to operations; and the number and kind of classifications to perform such services;
11. To contract out for goods or services;
12. To determine the methods, means and personnel by which operations are to be conducted;
13. To take whatever action is necessary to carry out the functions in situations of emergency.

2.11 Staff Assignments

The District Administrator is responsible for assigning staff in accordance with any legal and certification requirements. The District also maintains the right to select personnel for extra-curricular and co-curricular assignments. Assignments are made on an annual basis and assignment in a given year does not guarantee that an assignment will be continued for subsequent

years. Certified staff will be given preference for extra-curricular and co-curricular assignments. However, if qualified faculty members are not located, qualified non-faculty candidates may be considered.

The District also reserves the right to select and assign certified staff to serve as mentor for another certified staff member. Any certified staff selected to serve as a mentor for another certified staff member shall be paid \$750 per year (\$375 per semester) for performance and mentor duties. Mentors will serve as a resource for the certified staff member to observe, confer and provide advice in order to assist certified staff to succeed during their teaching experience in the District. Mentors will receive training as designated by the District. Any certified staff member selected to serve as a lead mentor shall be paid a total of \$ 2,000 per year (\$1,000 per semester) for performance of lead mentor duties. Selection of mentors shall be at the sole discretion of the District Administrator.

2.12 Work Stoppage Prohibited

Prohibited Conduct: No employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage or any other action which results in interruption of work, education or student services in any form.

Penalties: Any or all of the employees who violated any of the provisions of this section may be discharged or disciplined by the District, including loss of compensation, vacation benefits and holiday pay. In any appeal proceeding involving breach of this provision, the sole question for the Impartial Hearing Officer or the Board to determine is whether the employee engaged in the prohibited activity.

In addition to penalties provided herein, the District may enforce any other legal rights and remedies to which by law it is entitled.

2.13 Grievance Procedure

1. Purpose: The purpose of this procedure is to provide an orderly method for appeal of issues which arise with respect to discipline, termination and workplace safety consistent with Wis. Stat. § 66.0509 (1m). There shall be no interruption of work or interference with the operation during the pendency of this process.

2. Definitions: This policy applies when a District employee (“grievant” as defined below) believes that he/she has been subjected to discipline or subject to unsafe working conditions as defined provided that at least a substantial portion of the alleged wrongful behavior either occurred on District-controlled, District-leased or District-owned property, or otherwise had a significant connection to the employment of the individual grievant and the activities of the District.

“**Grievance**” means a dispute concerning an employee’s discipline or termination of employment or any matter related to workplace safety as defined in this policy.

“**Discipline**” shall include oral or written discipline submitted to an employee’s personnel file, disciplinary demotion, or suspension without pay. “Discipline” under this policy shall not include non-disciplinary demotion, transfer, or change in assignment or location, reorganization, suspension pending investigation which may be appealed if discipline as defined herein is issued following the investigation, actions taken to address work performance including providing guidance or counseling, a performance improvement plan, incident/observation reports or adverse performance evaluation, or non-disciplinary wage or benefit changes.

“**Termination**” means discharge from employment. For purposes of this policy, termination shall not include voluntary resignation or retirement, loss of employment due to temporary layoff or a permanent reduction in force, non-renewal of a contract pursuant to state law, or the conclusion of employment that is temporary, project based, or limited term.

“**Workplace safety**” shall be defined as conditions of employment relating to physical health and safety of employees under federal and state law or District rule related to: safety of the physical work environment, safe operation of workplace tools and equipment, provision of protective equipment, training and warning requirements, and workplace violence and accident risks. However, no determination relating to workplace safety involving a District employee by any state or federal agency or regulatory body may be the subject of a grievance.

“**Grievant**” means any full-time, part-time, project or limited term employee, on the payroll of Bristol School District who has a personal grievance as defined in this policy. At the discretion of the District Administrator written grievances with the same or sufficiently similar underlying facts and policy issues may be combined at any step in the proceeding.

“**Days**”. All days listed in this policy are regular business days when the District is open for business. Weekends, holidays and days when the District is closed for business are excluded.

3. Steps in Procedure: Grievances shall be processed in accordance with the following procedure and the timelines established. All interested parties shall accurately maintain and preserve relevant information and documents.

Step 1:

The grievant shall first discuss the matter informally between the employee and his/her immediate supervisor. The grievant and his/her supervisor will attempt to resolve the grievance. If the dispute is not resolved, the grievant may submit the grievance to Step 2 by preparing a written grievance that shall contain the following:

1. the name and position of the grievant;
2. a clear and concise statement of the grievance;
3. the issue involved;
4. the relief sought;
5. the date the incident or violation took place;
6. the specific section of the Policy Manual alleged to have been violated; and
7. the signature of the grievant and the date.

Step 2:

If not settled in Step 1, the written grievance may be filed with the District Administrator within five (5) days after the facts upon which the grievance is based first occurred or the employee should have been aware of the facts underlying the grievance. The District Administrator shall determine if the grievance is valid under the established grievance procedure. Validity does not mean whether or not the actions which gave rise to the grievance occurred, but whether or not: 1) the action underlying the grievance is within the scope of the grievance procedure, and 2) whether the grievance is timely.

Upon receipt of the grievance, the District Administrator shall determine whether this policy applies. A decision by the District Administrator that this policy does not apply is not final and may be appealed to the Board within ten (10) days. By way of example, the District Administrator shall find that this policy does not apply upon determining any of the following:

- a. That even if the grievant's allegations or issues are true, the grievance does not involve discipline, termination, or workplace safety as defined in this policy.
- b. That the alleged conduct did not occur on District-owned, District-leased or District-controlled property or did not otherwise have a significant connection to the employment of the individual grievant and activities of the District.
- c. That the grievant is not a District employee as defined in this policy.
- d. That the grievant was not the party harmed by the activity or action set forth in the grievance.
- e. That the grievance is not timely.

This list is not exclusive, and other situations may result in the Administrator determining that the policy does not apply.

If determined that the grievance is valid, the District Administrator or his/her designee shall meet with the grievant within five (5) days after receipt of the grievance. The Administrator shall give his/her written answer within ten (10) days after the meeting.

Step 3:

If not settled at step 2, the grievance may be appealed to an Impartial Hearing Officer (“IHO”) designated by the District. Written notice of appeal shall be submitted within five (5) days of the written decision of the District Administrator or his/her designee. The hearing before the IHO will be held as soon as practicable according to procedures established by the District in advance. A transcript will be prepared for each hearing before the IHO, and the parties shall share the costs equally. The IHO shall provide a written decision to the parties within thirty (30) days of the hearing. With respect to those issues relating to discipline or termination, the IHO’s decision shall be based on whether a rational basis exists to support the decision of the District. With respect to issues involving workplace safety, the IHO’s decision shall be based on whether the decision of the District results in an unsafe workplace. The decision of the IHO shall be limited to denial of the grievance, granting the grievance or remanding the grievance to the District Administrator for additional proceedings. The decision of the IHO shall be limited to the precise issue raised in the grievance at the time of the appeal to the IHO. The IHO shall have no authority to add to, modify or delete from the Policies of the District.

Step 4:

In the event that either party is dissatisfied with the decision at Step 3, the dissatisfied party may, within ten (10) days appeal the decision of the IHO to the Board by filing a written appeal with the Clerk of the Board. If requested by the appealing party, the Board shall schedule a meeting to review the record and the decision of the IHO within thirty (30) days after the receipt of the appeal or the transcript, whichever is later. The meeting will be conducted according to procedures established by the Board in advance. This grievance meeting shall afford the grievant and the District the opportunity to meet with the Board to explain the grievance, review the proceedings before the IHO and to allow the parties to state their respective positions on the grievance. This meeting is not intended to allow questioning of individual Board members. If a meeting is not requested, the Board shall review the evidence from the hearing before the IHO and the decision of the IHO. No new evidence may be offered at Step 4 of the process.

Within fifteen (15) days after the meeting, if one is held or within thirty (30) days of the receipt of the appeal, the Board shall issue a written decision regarding the grievance. The decision shall be by simple majority vote of the full Board. The

Board's decision shall be based on whether a rational basis exists to support the decision of the IHO. The Board may issue a decision denying the grievance or granting the grievance or determine that additional evidence or testimony is necessary and provide for a hearing before the IHO for that purpose. The decision of the Board shall be limited to the precise issue raised in the grievance and shall be final and binding.

To the extent that the provisions of Wis. Stat. §118.22, are applicable to any grievance filed, the statutory procedures will be followed with the Board as required by law.

6. Timeline Requirements: The parties shall follow each step of the foregoing steps in the processing of a grievance. If the District fails to give a written answer at steps 1 or 2 within the time, the grievant may immediately appeal to the next step. Grievances not processed to the next step within the prescribed time limits shall be considered dropped. However, if it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.

7. Procedures: All procedures and hearings before the Board shall comply with the open meeting law under Wis. Stats. §§ 19.81-19.98. All participants in all proceedings under this policy will observe confidentiality to the extent reasonably possible. However, appropriate District officials may be provided relevant information. The District may also use any information obtained in the proceedings to defend itself against any claims, complaints or allegations brought against it or as may be required by law.

The authority to interpret this policy rests with the District Administrator or his/her designee.

8. Dispute Statement and Remedy: The written signed grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issue involved, the specific policies alleged to have been violated if any, and the relief sought. At each stage of the appeal process the appealing party must state the reason(s) why the appealing party disagrees with the action or decision. The written grievance will only be processed if all of the required information is provided by the grievant. While the written grievance may not be amended following the decision at Step 2, the remedy requested may be modified at any time without out prejudice to the aggrieved party's position in the appeal.

9. Representation: Consistent with the procedures and the terms of this policy, either party may utilize one designated representative at his/her own expense to assist in processing the grievance at any step. The designated representative shall be identified to the District at least three (3) days in advance of any proceeding under this policy.

3 COMPENSATION POLICIES

3.1 Classifications of Employment

It is the intent of the District to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. Unless otherwise specified in an individual employment contract, these classifications do not guarantee employment for any specified period of time.

Certified Staff. Professional employees, who are hired to work for the District as a classroom teacher, school psychologist, guidance counselor, social worker, and other professional employee positions as determined by the District.

Regular Full-time Employees. Employees who are hired to work thirty (30) hours or more per week for the District on a regular basis.

Regular Part-time Employees. Employees who are hired to work fewer than thirty (30) hours per week for the District on a regular basis.

Temporary Employees. Employees who are engaged to work full time or part time either on the District's payroll or through a temporary agency with the understanding that their employment will be terminated no later than on completion of a specific assignment. (Note that employees who are engaged to work for the District from temporary agencies for specific assignments are employees of the respective agency and not of the District.)

3.2 Work Hours

The normal workweek for full-time employees is Monday through Friday, at least thirty (30) hours per week with the hours to be set by the District Administrator or his/her designee. The building hours and school calendar shall be established on an annual basis by the District.

All teachers will be entitled to thirty (30) minutes per day as a duty free lunch period. All teaching personnel will be expected to share in such activities as hall supervision, lunchroom duty, playground activities, etc., as assigned by the administration.

Other daily and weekly work schedules may be established based on service needs and may be changed from time to time at the discretion of the District to meet the varying conditions of our District. Changes in work schedules will be announced as far in advance as practicable.

The District also provides regularly scheduled breaks and a private area for nursing employees to express breast milk. Employees shall notify their supervisor of the need to express breast milk during work hours. The Building Administrator shall designate a private area, other than a restroom, where an employee can express breast milk shielded from view and without intrusion by coworkers, students, and the public.

3.3 Paydays

Salaries are paid bi-weekly in twenty (20) or twenty-six (26) payments. The first payment to be made on the Friday closest to the tenth (10th) day of work and continue every two (2) weeks thereafter to complete payments as determined by individual contracts. No checks on the above schedule will be issued in advance without Board approval.

However, employees may request that their summer pay be paid in advance. Such request must be made in writing to the District Administrator by May 1. The Board will approve such advance payment at the May School Board meeting. If properly requested, the teacher's summer pay will be paid in advance on the last pay period of the school year, providing all records have been completed.

3.4 Payroll Deductions

The District makes every effort to ensure that paychecks are accurate. Normal deductions required by law or District policy or authorized by the employee will be taken from the gross amount of the payroll check. The reason for each deduction is noted on the payroll statement. Employees must check the payroll explanations carefully to ensure that it is accurate and that all deductions are correct. Improper deductions are strictly prohibited.

The District complies fully with both state and federal wage and hour laws and regulations. Any employee who believes that an improper deduction has been taken should contact the Business Office immediately.

3.5 Severe Weather/Emergency School Closings

The District is generally open during normal work hours regardless of severe weather or other emergency conditions. However, weather conditions or other emergencies may prevent employees from getting to work or cause employees to arrive late. When severe weather or other emergency conditions exist, contact from the District may come through the emergency automated system that provides notice by a phone call, an email and/or through other means.

When school is cancelled for pupils due to severe weather or emergency situations, employees may be requested to report, will use personal leave, or unpaid time off.

Each employee is responsible for checking his/her e-mail, phone, and/or the local media to find out if the District is closed and if their attendance is required. If an employee is unable to get to work or expected to be late, the employee must contact the Main Office [262-857-2334] as soon as possible.

4 LEAVES OF ABSENCE AND OTHER TIME OFF BENEFITS

4.1 Family and Medical Leave

Policy and/or Procedure:

It is the policy of the Employer to comply with the requirements of the federal and state Family and Medical Leave Acts (FMLA). The Handbook provides general information regarding employee eligibility and use of FMLA leave. More detailed information regarding FMLA leave is set forth in District Policy 3430.01. Employees are encouraged to consult District Policy 3430.01 or contact the District Administrator if they have specific questions regarding FMLA leave.

Eligibility:

To be eligible for federal FMLA leave, the employee must (1) have been employed by the District for at least twelve (12) months; (2) have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12)-month period immediately preceding the commencement of the requested leave; and (3) be employed at a work site where fifty (50) or more employees are employed by the District within a seventy-five (75) mile radius.

To be eligible for state FMLA leave, the employee must have been employed by the District for more than fifty-two (52) consecutive weeks and compensated for one thousand (1,000) hours during the fifty-two (52)-week period immediately preceding the commencement of the leave.

Types of Leave and Amount of Leave Available:

Generally, federal law allows eligible employees to take up to twelve (12) weeks of unpaid leave in a calendar year for one or any combination of the following reasons:

1. Family leave for the birth of an employee's child or because of the placement of a child with the employee for adoption or foster care;
2. Family leave to care for a child, spouse, or parent suffering from a serious health condition;
3. Medical leave for an employee to care for his/her own serious health condition; and

4. To address a qualifying exigency arising out of an employee's spouse's, child's, or parent's covered active duty deployment or call to covered active duty deployment to a foreign country. However, the federal FMLA does not provide for a full twelve (12) weeks of leave for all types of qualifying exigencies.

Further, employees are entitled to take up to twenty-six (26) weeks unpaid leave to care for the employee's spouse, child, parent or next of kin who is a covered service member that incurs or aggravates a serious illness or injury while in the line of duty on active duty. This leave is available only during a single twelve (12)-month period and is available on a per-covered service member, per-injury basis. In certain instances, this leave may be combined with all other FMLA leaves, limiting the employee's FMLA leave entitlement for all purposes to no more than a total of twenty-six (26) weeks of leave during the single twelve (12)-month period.

Wisconsin law allows employees to take the following leaves in a calendar year:

1. Up to six (6) weeks of family leave for the birth or adoption of a child;
2. Up to two (2) weeks family leave to care for a child, spouse, domestic partner, parent or parent-in-law (including a domestic partner's parent) suffering from a serious health condition; and
3. Up to two (2) weeks medical leave for an employee to care for his/her own serious health condition.

See the District Administrator to determine whether a request for leave qualifies under one of the above categories.

Intermittent and Reduced Schedule Leave:

Employees do not need to use leave in one block. Intermittent leave or reduced schedule leave will be permitted when it is medically necessary or otherwise permitted under District Policy.

Use of Paid and Unpaid Leave:

Under Wisconsin's FMLA, an employee entitled to family or medical leave may substitute (use), for any leave requested under the Act, any other paid or unpaid leave which has accrued to the employee. The District will not require substitution when an employee is taking leave under Wisconsin's FMLA.

Under federal law, the employee may elect or the District may require that the employee substitute accrued vacation, disability, personal or other District provided paid leave during periods of federal FMLA leave. However, the District may prohibit the substitution of any accrued paid leave where the employee does not otherwise meet the conditions for use of such leave. Please consult the District's applicable policies for more information on the requirements for conditions of use.

Requesting Leave:

Generally, if the need for FMLA is foreseeable, an employee's request for FMLA leave should be submitted as far in advance as possible, and no later than thirty (30) days before the leave is expected to commence. If the approximate timing of the need for leave is not foreseeable, employees must give notice of the need for leave as far in advance as practicable.

In all instances, the District will require an eligible employee to submit a completed Request for Family and Medical Leave Form to The District Administrator. Forms are available in the District office.

When asking for FMLA leave, an employee must provide sufficient information for the District to determine if the absence may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that, because of a serious health condition, the employee is unable to perform job functions, a family member is unable to perform daily activities, or the employee or family member require hospitalization or continuing treatment. If the employee is seeking leave for an FMLA-qualifying reason for which the District has previously provided FMLA-protected leave, the employee must specifically refer to the qualifying reason for leave or the need for FMLA leave which has been previously taken or certified.

Medical Certification of the FMLA-Qualifying Need for Leave:

The District requires employees to submit a completed Medical Certification Form verifying the need for FMLA leave. Failure to timely return the form and/or request an extension may result in the denial of the employee's FMLA leave request. If the District determines that the certification is incomplete, the District will provide written notice indicating what additional information is required.

District Responsibilities:

Once the District becomes aware that an employee's need for leave may qualify under the FMLA, the District will provide the employee a "Notice of Eligibility and Rights & Responsibilities (Family and Medical Leave Act)." If the District determines the employee is not eligible, the District will provide a reason for ineligibility.

Once the District has sufficient information to determine whether an employee's request for leave qualifies for coverage under the federal or state FMLA, the District will provide the employee a "Designation Notice" informing the employee whether the leave will be designated as FMLA-protected and, if so, the amount of leave counted against the employee's leave entitlement.

Benefits and Protections:

Employees may elect to continue group health insurance coverage while on leave in the same manner as if the employee continued working.

An employee who takes leave under this policy will be reinstated to the same position or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions upon returning from FMLA leave.

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

Enforcement:

Employees may file a complaint under the federal FMLA with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer. Complaints under the state FMLA may be filed with the Wisconsin Department of Workforce Development, Equal Rights Division.

This policy provides an introduction to the rights provision of the Family and Medical Leave laws. Employees are encouraged to consult District Policy 3430.01 for more detailed information. Questions may also be directed to the District Administrator at (262) 857-2334.

4.2 Sick Leave

The District recognizes the inability to work because of illness or injury may cause economic hardship. For this reason, the District provides paid sick days to full-time and part-time regular employees.

Full-time employees accrue sick days at the rate of five (5) sick days per semester, ten (10) days per academic year. Part-time employees accrue sick days on a pro-rated basis determined by their regularly scheduled hours. Accrued, unused sick days may be carried over from one calendar year to the next to a maximum of sixty (60) days, and no payments are made for accrued, unused sick days at the end of any calendar year or upon separation from employment. Sick leave may be taken in no less than fifteen (15) minute increments.

Any employee with accumulated sick leave in excess of sixty (60) days on June 30, 2011, may elect to bank such days. The sick leave bank days may only be used by the employee who banked them for a serious health condition of the employee or as otherwise required by state or federal law, as approved by the District following exhaustion of the sixty (60) days of sick leave accumulation. No additional days as approved by the District may be banked for accumulation after June 30, 2011.

The procedure to follow when an employee is absent and other important guidelines are set forth in the discussion of absenteeism and tardiness elsewhere in this Handbook. It is important for employees to familiarize themselves with those guidelines.

Long term disability: The qualifying time period for long term disability is sixty (60) calendar days. Thereafter, for the same continuing sickness or disability, the teacher shall be covered under the District's long term disability plan and not paid sick leave. No employee shall be eligible for duplicate payments under the District's sick leave provision and their long-term disability program.

Notification, Return To Work Requirements: In the event that an employee is aware in advance that sick leave benefits will be needed, the employee shall notify the District Administrator or designee as far in advance as possible in writing or in the electronic time off system of the anticipated time and duration of such sick leave, the reason for requesting such sick leave, and medical certification that the employee will be unable to perform his normal work function.

An employee on sick leave is required to notify the District Administrator or designee, at the earliest possible time, of the anticipated date on which the employee will be able to resume his/her normal teaching duties. Employees, however, shall be allowed to use up to two (2) of their ten (10) days of sick leave per year to care for the illness of their sick children.

In the event that an employee on sick leave fails to return to work as soon as he/she is medically able to perform his/her assigned teaching duties he/she may be deemed to have resigned his/her position with the District and to have waived all employment rights. Sick leave benefits under this provision shall be paid to the employee on sick leave only for the actual service days and/or school days missed due to medical inability to perform his/her normal duties.

Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action, including but not limited to suspension or termination. The District Administrator has the authority to question and remedy suspected abuse of sick days.

When an employee's return to work occurs near the end of a semester, or if the Board feels that it would be in the best interest of the pupils to delay the change in teachers, a certified staff returning from sick leave may have his/her return to normal teaching duties delayed until a time felt appropriate by the Board and the District Administrator. The Board and the District Administrator shall have the option to require the returning teacher to perform teaching duties other than those normally assigned to the returning teacher or to have the returning teacher perform curriculum development work until such time as the Board and the District Administrator feel that the teacher transition is advisable.

4.3 Use of Sick Leave for Medical or Dental Appointments

The District expects an employee to schedule medical and dental appointments outside normal working hours to the fullest extent possible. If that is not possible such appointments should be scheduled at the beginning or end of their work shifts or on non-work days to minimize the amount of time away from work.

Employees may use accrued sick leave for medical or dental appointments which cannot be scheduled at times other than during working hours.

4.4 Emergency/Personal Absence Leave

Emergency Leave: Employees shall be allowed to take up to four (4) paid work days of emergency leave, non-cumulative, each year. Emergency leave is to include:

Death or serious illness of the immediate family

- a. husband or wife,
- b. mother or father,
- c. son or daughter,
- d. brother or sister,
- e. grandparents and grandchildren; or
- f. above relatives on spouse's side.

Granting of emergency leave for other reasons which must be conducted during the normal workday, such as legal business, will be at the discretion of the administrator. Documentation may be required to support the request.

Personal Absence: Employees shall be allowed to take two (2) days of paid leave per year, non-cumulative, for personal reasons, including sick children. Personal absence must be approved by the administrator and the request must be made twenty-four (24) hours in advance unless emergency conditions exist. Employees are discouraged from taking days off before and after holidays for a variety of reasons including the difficulty of obtaining substitutes.

Any unused personal days will be paid out to the teacher at the end of the school year at the substitute teacher pay rate.

4.5 Jury and Witness Duty Leave

Jury duty leave provides time off for employees to fulfill their civic responsibility when summoned for jury duty. The District will pay normal earnings to employees for the period of jury service minus any pay received by the employee for serving on a jury. To receive pay for jury duty, the employee shall endorse and turn over to the District the check received from the court for their service not to exceed five (5) working days. Employees must provide the District copies of the jury summons. Employees excused from jury duty before noon are required to return to work to complete the workday.

All employees are allowed unpaid time off if summoned to appear in court as a witness. However, deductions from the salaries of exempt employees will not be made for absences of less than a week for purposes of serving as a witness. To qualify for jury or witness duty leave, the employee must submit to his/her supervisor a copy of the summons to serve as soon as practicable after it is received. In addition, proof of service must be submitted to the employee's supervisor when the period of jury or witness duty is completed

4.6 Unpaid Leave

Circumstances may arise where an employee needs time off from work due to personal or medical reasons that are not covered by another District leave policy. In these situations, it may be appropriate to request an unpaid leave of absence. Available sick leave, or emergency/personal leave must be used prior to requesting an unpaid leave of absence. Such leave may not be used for vacation. All unpaid leaves of absence must be authorized by the District Administrator.

An unpaid leave of absence shall not to exceed thirty (30) calendar days. Where the leave is foreseeable, the employee is required to give the District advance notice. Requests for unpaid leaves of absence must be in writing and specify the reason for the leave and anticipated time. The District reserves the right to request a written verification of the circumstances surrounding the requested leave or extension. One extension of up to an additional thirty (30) calendar days may be granted at the discretion of the District. All requests for unpaid leaves of absence or extensions will be reviewed on a case-by-case basis in which approval is at the discretion of the District. Eligibility for this privilege requires one (1) year of continuous employment with the District unless otherwise required by law.

Any employee who fraudulently obtains an unpaid leave, overstays an unpaid leave without approved extension or engages in gainful employment during an unpaid leave will be subject to disciplinary action, up to and including termination of employment.

Unless required by law, all paid benefits cease during any period of unpaid leave of absence. Unless required by law, the employee is not guaranteed return to their prior position.

5 GROUP HEALTH AND RELATED BENEFITS

5.1 Employee Benefits Program

The District has established a variety of employee benefits programs designed to assist employees and eligible dependents in meeting the financial burdens that can result from illness, disability, and death, and to help employees plan for retirement, deal with job-related or personal problems, and enhance job-related skills. Coverage for eligible employees is effective on the first day of the month following the first day of employment.

This section of the Handbook highlights some features of our benefits program. Our group health and life insurance and retirement-related programs are described more fully in summary plan description booklets, copies of which employees receive once the employee is eligible to participate in these programs. Complete descriptions of our group health insurance programs are also in the District's master insurance contracts with insurance carriers, which are maintained in the employee benefits section of the District office. Complete descriptions of Wisconsin Retirement System programs are available from the Wisconsin Department of Employee Trust Funds. If information in this Handbook and our summary plan descriptions contradicts information in these master contracts or master plan documents, the master contracts/documents shall govern in all cases.

The District reserves the right to select the carrier or administrator for any employee benefit program at its discretion. The District reserves the right to modify or terminate any employee benefit offered to certified staff members or to require or increase employee contributions toward the cost of any employee benefit with or without advance notice at its discretion. This reserved right may be exercised at the discretion of the Board of Education even in the absence of financial necessity. Each employee benefit offered by the District will self-terminate when the District withdraws or replaces this Handbook unless the employee benefit program is expressly carried over and offered to certified staff members in a new or replacement Employee Handbook for Certified staff members.

For more complete information regarding any of our benefits programs, please contact the District office.

5.2 Medical Coverage

All regular employees who work at least thirty (30) hours per week for at least thirty-six (36) weeks during the academic year and their eligible dependents are eligible to participate in the District's group health insurance plan.

Benefits under this plan terminate on the date the employee's employment with the District terminates. (Please review the District's policy, set forth in this Handbook, regarding continuing group health insurance benefits after termination of employment (Benefits Continuation (COBRA).)

For further details regarding the medical coverage plan, consult the summary plan description booklet or contact the District office.

5.3 Option Plan Coverage

An employee who is eligible to participate in District-sponsored group health insurance may waive group health plan coverage and elect to receive a cash stipend in an amount to be determined by the District. The stipend will be paid on a bi-weekly basis. Option Plan Coverage payments are subject to applicable payroll and income tax deductions. Option Plan coverage payments shall cease when the employment relationship is severed, if the employee is on unpaid status or is ineligible for health coverage for any reason, or is eligible and elects coverage under the District-sponsored group health plan.

5.4 Health Reimbursement Arrangement

The District will sponsor and contribute to a Health Reimbursement Arrangement account (HRA) on behalf of each eligible participant in a District-sponsored group health plan for the purpose of contributing toward the cost of the employee's deductible requirement. The amount of the District's HRA contribution shall be determined annually by the District at its discretion. The District's HRA contributions shall be prorated for eligible part-time employees.

HRA distributions must be validated by documentation of the expense charges against the employee's deductible. The employee must establish and provide the information required by the District for the HRA in order to receive reimbursement from his/her HRA account

The District's HRA contributions will stop when the employee is no longer a participant in the health benefits plan, is no longer an active employee, or the employee is no longer eligible for District payment of its share of the premium. Any remaining funds in the employee's HRA account may be used to reimburse the employee for medical claims incurred before the employee's group health plan participation ended. HRA funds are not portable and do not transfer with the employee or rollover from year to year. Unspent funds revert back to the District each year and after employment terminates.

5.5 Dental Insurance

All regular employees who work at least thirty (30) hours per week for at least thirty-six (36) weeks during the academic year and their eligible dependents are eligible to participate in the District's dental coverage plan.

Dental benefits terminate on the date the employee's employment with the District terminates. (Please review the District's policy, set forth in this Handbook, regarding continuing group health insurance benefits after termination of employment (Benefits Continuation - COBRA).

For further details regarding dental coverage, consult the summary plan description booklet or contact the District office.

5.6 Life Insurance

All regular full-time employees who work at least thirty (30) hours per week for at least thirty-six (36) weeks during the academic year are eligible to participate in the District's life insurance program. Coverage under this program is available for employees only; dependent coverage is not available. District paid life insurance benefits terminate on the date the employee's employment with the District terminates. However, employees may elect to continue life insurance coverage at their own expense.

For further details regarding life insurance benefits, consult the summary plan description booklet or contact the District office.

5.7 Long-term Disability Insurance

The District provides all regular employees who work at least thirty (30) hours per week for at least thirty-six (36) weeks with long-term disability insurance benefits.

Coverage under this plan normally terminates on the date the employee's employment with the District terminates. If, however, the employee is receiving long-term disability benefits at the time of his/her termination, these benefits continue for as long as the employee continues to be eligible to receive a benefit under the long-term disability insurance plan.

For further details regarding long-term disability coverage, consult the summary plan description booklet or contact the District office.

5.8 Benefit Continuation Following Resignation or Termination

Certified staff members who resign or otherwise terminate their employment with the District at the end of the school year (other than discharge or non-renewal) shall be eligible to continue participation in the District's group health and dental insurance plans through August 31.

Any employee, including certified staff members who resign or otherwise terminate their employment with the District during the school year shall receive District-sponsored group health and dental insurance only until the completion of the last month during which they taught or were employed.

5.9 Section 125 Plan

The District offers a qualified Section 125 Plan for eligible employees and retirees. Section 125 plan participants may elect to use non-taxable earnings to pay the employee premium share for District-sponsored group health and dental employee benefit programs, and other benefit programs offered by the District or elect to receive the amount in a cash payment that is taxable to the employee, in accordance with the terms of the plan document.

For further details regarding the District's Section 125 Plan and the benefits covered, consult the plan document or contact the District office.

5.10 Flexible Spending Account

The District sponsors a Flexible Spending Account (FSA) benefit for employees. Through salary reduction, employees may contribute non-taxable earnings to an FSA up to a specified limit each year to reimburse the employee for unreimbursed medical and dental expenses. Retirees are not eligible to participate in the Flexible Spending Account benefit.

5.11 Worker's Compensation Insurance

The District provides a comprehensive worker's compensation insurance program at no cost to employees.

This program covers work-related injuries or illnesses that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, worker's compensation insurance generally provides benefits after a short waiting period.

Employees who sustain work-related injuries or illnesses must inform their supervisor and the District office immediately. Prompt reporting will enable an eligible employee to qualify for coverage as quickly as possible.

Questions regarding worker's compensation should be directed to the District office.

5.12 Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the District-sponsored health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events include: resignation, termination of employment, death of an employee; a significant reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the District's group rates plus an administration fee. COBRA benefits are available to the employee or beneficiary for a specified amount of time. The District provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the District's health insurance plans. The notice contains important information about the employee's rights and obligations.

5.13 Wisconsin Retirement System

The District contributes to the Wisconsin Retirement System (WRS), which is administered by the Wisconsin Department of Employee Trust Funds (DETF) for eligible employees in postemployment years. Employees are encouraged to begin planning for retirement early in their career so that the WRS benefits, benefits from the federal government's social security program, and income from personal investments can grow together to provide future financial security.

The retirement plan, which is funded by both District and employee contributions, is designed to provide an eligible employee with monthly benefits when he/she retires. Each employee contributes one-half of the actuarially determined contribution rate to WRS. The amount of benefits the employee receives upon retirement depends on, among other things, the employee's years of credited service with the District and his/her wage or salary from a WRS employer(s) during employment.

5.14 Other Deferred Compensation Plans

The District has established a 403(b) plan that is available to all regular employees. The purpose of the plan is to encourage eligible employees to save on a pretax basis and to build a financial reserve for retirement. Eligible employees may participate in the 403(b) plan subject to all terms and conditions of the plan.

Complete details of the 403(b) savings plan are described in the summary plan description provided to eligible employees. Contact the District office for more information about the 403(b) plan.

5.15 Voluntary Early Retirement

Effective Date: Except as otherwise provided, this Policy regarding voluntary early retirement benefits shall apply to certified staff members who retire during or at the conclusion of the 2016-17 school year and thereafter.

Unemployment Benefits: Voluntary early retirees are not eligible for unemployment benefits.

Early Retirement Benefit for Regular Full-time and Certain Part-Time Certified Staff Members Hired before July 1, 2011.

The District offers an early retirement benefit consisting of a tax sheltered annuity (TSA) payment and/or District-subsidized group health plan coverage to regular full-time and certain part-time certified staff members who were employed by the District as of July 1, 2011, and who wish to take voluntary early retirement.

1. **Benefit Eligibility:** Regular full-time and regular part-time certified staff members are employed by the District on a nine (9) or twelve (12) month per year basis. Current regular full-time and part-time certified staff members who were employed by the District as of July 1, 2011, are eligible for the early retirement District group health plan benefit subsidy as follows:
 - A. Eligibility Group 1A – Regular full-time and part-time certified staff members who, as of the effective date of early retirement:

Age

 - Have reached the age of fifty-seven (57);

Service

 - Have twenty-five (25) full years of District service, and

District approval

 - Retire from service with District approval.
 - B. Eligibility Group 1B – Regular full-time and part-time certified staff members who, as of the effective date of early retirement:

Age

 - Have reached the age of fifty-seven (57);

Service

 - Were hired by the District before July 1, 2001, and have maintained continuous District employment since that time, and

District approval

 - Retire from service with District approval.
 - C. Eligibility Group 2 – Regular full-time and part-time certified staff members who, as of the effective date of early retirement:

Age

 - Have reached the age of fifty-seven (57);

Service

- Were hired by the District after July 1, 2001, and have maintained continuous District employment since that time,
- Are not receiving the TSA step plan benefit for employees hired on or after June 1, 2011, and

District approval

- Retire from service with District approval.

2. Application for and Approval of Early Retirement Request: Application for early retirement benefits, effective at the end of the employee's individual contract year, must be filed with the District Administrator no later than February 1st of the proposed final contract year, or the first school day after this date if February 1st is not a school day. Timely application is required or benefits will be deemed waived for that year. Eligible certified staff members may reapply for an early retirement benefit during a subsequent year.

The application for early retirement will be subject to approval by the Board of Education.

The employee requesting early retirement will not be issued an employment contract under Wis. Stat. § 118.21, et seq. for the ensuing school year if the Board approves the application. Notification of the Board's decision will be sent to the employee requesting voluntary early retirement by March 15th.

3. Early Retirement Benefit:

Each Eligibility Group is entitled to participate in an early retirement benefit Tax Sheltered Annuity (TSA) options as described in Appendix A.

Employees who voluntarily retire and who, immediately before retirement are covered by the District's Group Health Plan shall be eligible to remain covered under the District's Group Health Plan if eligible under the terms of the Plan. Coverage that was waived during employment may not be reestablished at time of retirement in order to receive the early retirement benefit.

Eligibility for the coverage and for the District subsidy toward the cost of coverage under the District's Group Health Plan for otherwise eligible and participating retirees shall continue until Medicare eligibility or until the retiree's death, whichever occurs first, provided the retiree pays the required retiree premium share on a timely basis as required by the District.

The benefit level, coverage, selection of carrier, mode of providing coverage and all other terms and conditions of the voluntary early retiree benefit shall be as determined by the District from time to time within its sole discretionary authority

No cash payment or other subsidy or benefit will be provided in lieu of a District-paid subsidy toward coverage.

However, the early retirement benefit for certified staff members who were employed by the District before June 1, 2011, will be prorated for any employee working less than full-time at the time of retirement based on the full-time equivalency of the employee on June 1, 2011 or full-time equivalency at the time of retirement, whichever is less.

In the event two (2) otherwise eligible and participating certified staff members are married to one another and retire, the District subsidy will only provide for the lowest cost option available under the Plan at the time of retirement and thereafter. Employees with a single or employee plus 1 coverage subsidy may not elect family coverage for District subsidy at any time after the date of retirement. Employees with an employee plus 1 coverage subsidy may not elect family coverage for District subsidy at any time after the date of retirement.

If the retiree's level of coverage is reduced from Family to Employee Plus 1 or Single, then the June 30, 2011 premium amount for this purpose will be the amount corresponding to the retiree's new coverage level for the District subsidy. The retiree shall be responsible for notifying the District within thirty (30) calendar days of change in circumstances which results in change from family to employee plus 1 or single coverage.

Eligibility for coverage under and the subsidy toward such coverage through the District's Group Health Plan, as may be modified from time to time, shall be subject to the terms of the policy or plan in effect. In the event any employee covered under the terms of this paragraph terminates employment for any reason prior to becoming eligible for benefits, all early retirement benefits are forfeit.

5.16 Retiree Life Insurance

Group term life insurance may be available to eligible retirees under such terms and conditions as are specified by the carrier and by the District. Eligible retirees who opt for continued coverage are responsible for the full cost of the coverage and shall make payment directly to the District or as otherwise specified by the District.

5.17 Tuition Reimbursement

If a certified staff member intends to earn graduate credits related to their area of teaching assignment during the next year, said certified staff member must notify the District. No payment will be granted unless the certified staff member shows required evidence of completion of the course.

All credits offered for tuition reimbursement must satisfy one or more of the following criteria:

- a. The course is within a graduate degree program culminating in a Masters or Doctoral degree.
- b. The graduate course is within a certified staff member's current subject area.
- c. The course is an education course (graduate level) at the current level of the certified staff member's assignment.
- d. The course (graduate level) is related to a certified staff member's co-curricular assignment, with prior administrative approval.
- e. The course (graduate level) is taken at the request of an administrator, or by the request of the certified staff member with prior approval of the District Administrator, with a copy of the request on file. Any course which falls within the school day or conflicts with in-service must have prior administration approval.

Certified staff members will be reimbursed up to one hundred twenty dollars (\$120) per credit for graduate credits, with reimbursement being limited to no more than six (6) credits every five (5) years. All credits must have prior approval of the District Administrator and a grade of A, B, or pass for tuition compensation.

Certified staff members working less than full time shall be reimbursed at the listed rate per graduate credit. All other provisions of this section shall apply as well as the following: Certified staff members working less than full time for the District will not be reimbursed at the listed rate per credit if they also receive credit reimbursement from another school district. If the certified staff member receives credit reimbursement from another district, then the amount received from Bristol shall equal, but not exceed the total reimbursement (\$120/credit) per graduate credit.

6 EMPLOYEE CONDUCT

6.1 Personal Appearance and Demeanor

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the image the District presents to students, parents, and visitors. During hours of operation or during District programs and activities, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

An employee must consult his/her supervisor or the District office with questions as to what constitutes appropriate attire. Failure to adhere to this policy can result in disciplinary action, up to and including termination.

6.2 Absenteeism and Tardiness

Regular and reliable attendance is an essential function of all certified staff. Absenteeism and tardiness place a burden on our students, other employees and on the District.

If an employee is unable to work because of illness, the employee must notify the District through the absentee management system in the morning prior to 6:00 a.m. If an employee is granted an authorized medical leave, different notification procedures apply. (See the Family and Medical Leaves policy earlier in this Handbook). Failure to properly notify the District will result in an unexcused absence and disciplinary action, up to and including termination.

The District Administrator or his/her designee may require that an employee provide documentation from a health care provider to demonstrate that the employee is unable to work because of illness. Further, the District Administrator or his/her designee may require that an employee provide documentation from a health care provider to demonstrate that he/she is fit to return to work following an approved leave of absence. The decision to require documentation of the need for leave or fitness to return to work shall be at the discretion of the District Administrator or his/her designee.

Absenteeism or tardiness that is unexcused or excessive in the judgment of the District is grounds for disciplinary action, up to and including termination.

6.3 Guidelines for Appropriate Conduct

As an integral member of the District team, employees are expected to accept certain responsibilities, to adhere to acceptable principles in matters of personal conduct, and to exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that both in the employee's work and personal life, the employee must refrain

from any behavior that might be harmful to the employee, coworkers, and/or the District, or that might be viewed unfavorably by current or potential students or by the public at large.

Whether an employee is on or off duty, his/her conduct reflects on the District. Employees are, consequently, encouraged to observe the highest standards of professionalism and ethics at all times.

Types of behavior and conduct that the District considers inappropriate include, but are not limited to, the following:

1. Dishonesty of any kind, including falsifying your application or other records.
2. Violating the District's Anti-harassment and Nondiscrimination Policy.
3. Establishing a pattern of excessive absenteeism or tardiness or leaving work early without permission.
4. Reporting to work intoxicated or under the influence of non-prescribed drugs.
5. Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs.
6. Possession of or using alcoholic beverages on the District property or using alcoholic beverages while engaged in the District business off the District's premises, except where authorized.
7. Fighting or using obscene, abusive, or threatening language or gestures.
8. Stealing from the District, from coworkers, or from students.
9. Engaging in excessive, unnecessary, or unauthorized use of the District's equipment or supplies, particularly for personal purposes.
10. Having firearms or weapons on the District premises.
11. Disregarding safety or security regulations.
12. Loitering, loafing or sleeping during work hours.
13. Engaging in insubordination.
14. Failing to maintain confidentiality of District, student or employee information.
15. Violating or encouraging/assisting another employee to violate any other policy set forth in this Handbook.
16. Destruction, defacing, or unauthorized or improper use of District property or the property of others.
17. Intentional, negligent or careless actions which endanger your safety, the safety of others, or which damage property or harm the District.
18. Gambling or other illegal activities at work.
19. Failure to immediately report accidents or injuries.
20. Horseplay.
21. Poor performance.
22. Failing to cooperate in legitimate District investigations.

If an employee's performance, work habits, overall attitude, conduct, or demeanor becomes unsatisfactory in the judgment of the District, based on violations of District policies, rules, or regulations, the employee will be subject to disciplinary action, up to and including termination.

6.4 Confidentiality of Information

It is the policy of the District to ensure that the confidential information, operations, and affairs of the District and our students are kept confidential to the greatest possible extent. If, during their employment, employees acquire confidential or proprietary information about the District and its employees, students or, such information is to be handled in strict confidence and not to be discussed with outsiders. Employees are also responsible for the internal security of such information.

Employees found to be violating this policy are subject to disciplinary action up to and including termination, and may also be subject to civil and/or criminal penalties for violations of, among other things, applicable securities laws.

6.5 Ethics and Conduct

The successful operation and reputation of the District is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. The continued success of the District is dependent on the trust of our public and taxpayers and we are dedicated to preserving that trust. Employees owe a duty to the District to act in a way that will merit the continued trust and confidence of the public.

The District will comply with all applicable laws and regulations and expects its board members and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. Wis. Stat. § 118.12 prohibits an employee from receiving anything of value for his/her personal benefit from the selling, promoting for the sale, or for soliciting the sale of goods or services to any student, while on District property or at a District activity. In general, the use of good judgment, based on high ethical principles, will guide employees with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with the employee's immediate supervisor for advice and consultation.

Compliance with this policy is the responsibility of every District employee. Disregarding or failing to comply with this standard of ethics and conduct could lead to disciplinary action, up to and including termination.

6.6 Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the District wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact District Administrator for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of the District. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the District, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the District's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the District Administrator as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the District does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the District.

6.7 Outside Employment

An employee may hold a job with another organization as long as he/she satisfactorily performs his or her job responsibilities with the District. All employees will be judged by the same performance standards and will be subject to the District's scheduling demands, regardless of any existing outside work requirements. An employee must notify the District office in writing of any outside employment prior to beginning such employment.

If the outside employment presents a conflict of interest resulting in an adverse impact on the District, or if the District determines that an employee's outside work interferes with performance or the ability to meet the requirements of the District, the employee may be asked to terminate the outside employment if he/she wishes to remain with the District.

6.8 Workplace Searches

To safeguard the property of our employees, and the District, and to help prevent the possession of weapons except as required by law and/or provided by District policy, the possession, sale, and use of illegal drugs on the District's premises, in keeping with the spirit and intent of the District's Drug And Alcohol Use Policy, the District reserves the right to search any employee's office, desk, files, locker, vehicles, or any other area or article on our premises. In this connection, it should be noted that all offices, desks, files, lockers, and so forth, are the property of the District, and are issued for the use of employees only during their employment with the District. The District also reserves the right to question employees and all other persons entering and leaving District premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from the District's property. Inspections may be conducted with reasonable suspicion that a violation has occurred to the extent as permitted by law.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy will not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspections as well as employees who after the inspection and investigation are found to be in possession of stolen property, weapons contrary to District policy, or illegal drugs, may be subject to disciplinary action, up to and including termination.

6.9 Workplace Investigations

From time to time, it may be necessary for the District to conduct an internal investigation. Each employee must cooperate fully and be completely honest if asked to participate in such an investigation. Failure to do so will result in disciplinary action, up to and including termination.

6.10 Computers, E-mail, Internet, and Other Electronic or Wireless Communications

Employees should refer to Board Administrative Guidelines 7530.01 - Staff use of Wireless Communication Devices, 7540 - Computer Technology and Networks, and 7540.04 - Staff Network and Internet Acceptable Use and Safety, and any other related policies as may be issued from time to time.

6.11 Political Activities

The District encourages employees to be active citizens and engage in the political process. However, employees are expected to recognize the unique position they hold as a public employee and the influence they have on the children they interact with in their position. The District serves all children and families without regard to political affiliations. The District prohibits each employee from taking part in political campaigning in his/her capacity as a District employee.

When engaging in political activity or engaging in discussion of issues of public importance, employees must ensure that their actions and positions are not attributed to the District. Under no circumstances may District resources be used to promote or advocate on behalf of a particular candidate, political party, or referendum election. However, political activities outside of working hours and not otherwise attributable to the District are within the proper exercise of citizenship.

6.12 Solicitation and Distribution of Literature

In the interest of maintaining a proper educational and working environment and preventing interference with work and inconvenience to others, the District, to the extent permitted by law, prohibits employees from distributing literature or printed materials, selling merchandise, soliciting financial contributions, or soliciting for any other cause during working time. Employees who are not on working time (e.g., those on lunch hour or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. This policy also prohibits solicitations via the District's e-mail, digital, electronic or telephonic communication systems. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time. Working areas shall not include designated lounge areas not accessible to students or parents. The above prohibitions are not intended to interfere with an employee's right to engage in lawful concerted activity under the Municipal Employment Relations Act or other forms of protected speech.

Non-employees are likewise prohibited from distributing material or soliciting employees on District premises at any time.

6.13 Bulletin Boards

To maintain an effective avenue for communicating with employees, the District maintains bulletin boards. Bulletin boards are located throughout our district facilities in areas that employees frequently visit in order to ensure that employees have constant access to posted information.

The District's bulletin boards are used to communicate official government information on equal employment opportunity, wage and hour, health and safety, and other issues. They also are used to communicate information about the District's policies and its business announcements, such as job postings, safety rules, benefit programs, and notices announcing special District events. In many

instances, information posted on bulletin boards and all District policies are available on the District's website.

Employees may not post, tape, tack, or affix in any way any form of literature, printed or written materials, photographs, or notices of any kind on the District's bulletin boards or if applicable, their glass coverings, or on the walls, or anywhere else on the District property.

6.14 Smoking

To maintain a safe and comfortable working environment and to ensure compliance with the prohibition of tobacco use on school grounds in Wis. Stat. § 120.12(20), smoking in the District offices, facilities or on District property is prohibited.

6.15 Drug and Alcohol Use

It is the District's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on the District premises and while conducting district-related activities off the District premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of drugs currently prescribed and as prescribed for the employee is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner. Prescription drugs on the premises must be kept in the original container as prescribed.

The District may conduct drug or alcohol testing for all employees at any given time unless otherwise prohibited by federal, state or local law. The District conducts drug and alcohol testing of employees when there is reasonable suspicion that an employee is under the influence of drugs or alcohol. Reasonable suspicion that an employee is under the influence of drugs or alcohol includes, but is not limited to, credible evidence that the employee possessed or used drugs or alcohol while at work, the odor of alcohol or drugs on the employee's breath or body, and other physical indications such as erratic behavior, clumsiness, or watery bloodshot eyes.

Refusal to submit to testing and/or tampering with testing will be treated as a positive test. Violations of this policy may lead to disciplinary action, up to and including termination. Such violations may also have legal consequences.

6.16 Safety and Health

The District is committed to providing a safe and healthful working environment. In this connection, the District makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

The District's policy is aimed at minimizing the exposure of our students, employees and others visitors to health or safety risks. To accomplish this objective, all the District employees are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

The responsibilities of each employee of the District in this regard include:

1. Exercising maximum care and good judgment at all times to prevent accidents and injuries.
2. Seeking first aid for all injuries, regardless of how minor.
3. Reporting injuries.
4. Reporting unsafe conditions, equipment, or practices.
5. Using safety equipment provided by the District.
6. Observing conscientiously all safety rules and regulations.

6.17 Visitors in District Facilities and on District Property

To provide for the safety and security of students, employees and the facilities at the District, only authorized visitors are allowed in the District facility except designated public areas while authorized public events are ongoing. Restricting unauthorized visitors helps maintain a secure environment, educational safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee and student welfare, and avoids potential distractions and disturbances.

6.18 Workplace Violence

The District is concerned about the increased violence in society, which has also filtered into many workplaces, and has taken steps to help prevent incidents of violence from occurring at the District. In this connection, it is the policy of the District to expressly prohibit any acts or threats of violence by any of the District employee or former employee against any other person in or about the District's facilities or elsewhere at any time. The District also will not condone any acts or threats of violence against the District's students, employees, or visitors on the District's premises at any time or while they are working, either on or off the District's premises.

In keeping with the spirit and intent of this policy, and to ensure the District's objectives in this regard are attained, the District is committed to the following:

1. To provide a safe and healthful work environment, in accordance with the District's safety and health policy.
2. To take prompt disciplinary action up to and including termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
3. To take appropriate action when dealing with students, former employees, visitors to the District's facilities or any individual who engages in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit students, employees, former employees, and visitors from bringing firearms or other weapons onto the District's premises except as required by law and allowed by District policy.
5. To establish viable security measures to ensure that the District's facilities are safe and secure to the maximum extent possible and to properly handle access to District facilities by the public, off-duty employees, and former employees.

In furtherance of this policy, employees have a duty to warn their supervisors, security personnel, or human resource representatives of any suspicious workplace activity or situations or incidents that they observe or that they are aware of, whether they involve other employees, former employees, vendors or visitors. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. The District will not condone any form of retaliation against any employee for making a report under this policy.

6.19 Separation of Employment

As mentioned elsewhere in this Handbook, except for where federal or state law applicable to an employee or an employment contract provides otherwise, all employment relationships with the District are at-will. Although the District hopes its relationships with employees are long-term and mutually rewarding, we understand there are many reasons an employee or the District may choose to terminate the employment relationship.

Resignation with Notice: If an employee voluntarily terminates his/her employment with the District, the employee must provide written notice consistent with the applicable individual contract. If a notice requirement is not specified, the expectation is that the employee will provide notice at least two (2) weeks prior to his/her date of departure. Accrued, but unused, vacation benefits will be paid to employees who provide timely notice of their resignation. The District reserves the right to dismiss the employee before the date identified by the employee. The employee will be paid all proper compensation up to his/her final day of actual work.

Resignation without Notice: If an employee voluntarily terminates his/her employment with the District and fails to provide notice at least two (2) weeks prior to his/her departure date or the notice required by his/her individual contract, the employee's resignation will be treated as a Resignation without Notice. Employees who fail to provide timely notice of their resignation will forfeit payment of accrued, but unused, vacation benefits. Employees who fail to report for work without notifying the District for three (3) consecutive work days will be considered to have resigned without notice. When extenuating circumstances prevent an employee from providing adequate notice, the District may treat the resignation as a "Resignation with Notice." The District reserves the right to dismiss the employee before the date identified by the employee. The employee will be paid all proper compensation up to his/her final day of actual work.

Retirement: Employees are eligible to retire from the District once they qualify for retirement under the Wisconsin Retirement System. Employees are encouraged to give the District as much notice as possible of their retirement date. Employees who retire from the District and give appropriate notice are paid their accrued, but unused, vacation benefits unless they retire between July 1st and Labor Day.

Involuntary Termination for Misconduct: The District may terminate an employee at any time for violation of the District's policies and rules. Employees that are involuntarily terminated for misconduct shall not be paid for any accrued, but unused, vacation benefits unless otherwise required by the employee's individual contract.

Non-Renewal: The District is required by law to have individual contracts with some employees. In those instances, the District may separate employment by declining to renew the individual contract. Wisconsin law establishes the procedure required for a District to non-renew an individual contract. Non-renewal may occur for a variety of reasons including, but not limited to, poor performance, lack of work, or misconduct. Employees that are non-renewed will not be paid for accrued, but unused, vacation unless otherwise required by their individual contract.

Layoff/Reduction-in-Force: The District may choose to reduce the workforce due to a re-organization of duties or a lack of work. Normal attrition from retirements or resignations will be considered when implementing a layoff or reduction in force. The District will select employees based on qualification to perform the available work, including knowledge, skills, abilities, certification and licensure possessed, past performance, and disciplinary record. Employees that are subject to layoff/reduction-in-force shall be paid any accrued, but unused, vacation benefits upon separation.

Exit interviews with the District office may be scheduled for outgoing employees after a supervisor receives notice of resignation or intent to retire and for employees whose termination is initiated by the District. The purposes of these interviews are to review eligibility for benefit continuation and conversion, to ensure that all necessary forms are completed, to collect all District property that may be in the employee's possession (e.g., District credit cards and keys), and to provide employees with an opportunity to discuss their job-related experiences.

Handbook Receipt and Acknowledgment

I have received a copy of the Handbook.

I understand that the information in the District's Handbook represents guidelines only and that the District reserves the right to modify this Handbook or to amend or to terminate any policies, procedures, or employee benefit programs whether or not described in this Handbook at any time, or to require and/or to increase contributions toward those benefit programs. I understand that some of the information in the District's Handbook is also covered by District Policies established by the School Board and that District policy governs if any information in this Handbook is inconsistent with District policy. I further understand that I am responsible for reading the Handbook, familiarizing myself with its contents.

I specifically acknowledge that I understand that the District prohibits all forms of harassment and discrimination based on race, sex, age, religion, disability, marital status, national origin and any other basis prohibited by law. I also understand that if I feel I am being harassed or discriminated against, I have the right and responsibility to report this immediately as set forth in the District's Anti-harassment and Nondiscrimination Policy.

I further understand that no administrator or representative of the District, other than the District Administrator or the School Board by formal action, has any authority to enter into any agreement guaranteeing employment for any specified period of time. I also understand that any such agreement, if made, shall not be enforceable unless it is in a formal written agreement signed by both the District Administrator or designated School Board members and me.

For Non electronic receipt please sign and date and return to the District Office:

Name of Employee
(please print)

Signature of Employee

Date

For Electronic receipt please insert the information requested and e-mail to _____:

I agree to sign and submit this Receipt electronically. By typing in my name below, I certify that I have read and agree with these statements. Further, by typing in my name below, I understand that I am attaching my electronic signature to this Receipt and that my electronic signature is legally binding under applicable state and federal law to the same extent as an ink signature.

Electronic Signature of Applicant:
[Type first name, middle initial, and last name into the Electronic Signature box.]

Date:

[Type today's date into the box]