OCONOMOWOC
AREA SCHOOL DISTRICT

2021-22 HANDBOOK

ADMINISTRATOR

EMPOWERING A COMMUNITY OF LEARNERS AND LEADERS

Welcome

Welcome to the 2021-22 school year! This Employee Handbook has been modified to pertain to your employment category only. If there are any questions about the content, please contact Human Resources at 262-560-2153.

Dear Professional Educator:

On behalf of the Oconomowoc Area School District School Board and Administration, we would like to take this opportunity to personally welcome each of you to the Oconomowoc Area School District. Educating our students to become successful and providing them with a world-class education requires a team approach and the commitment, passion and innovation of all professional staff members.

Whether you are new to the Oconomowoc Area School District or a long-time employee, the School Board extends its gratitude for your commitment to nurturing the learning of our students. The Board is committed to assuring that you experience a professional environment characterized by safety, respect, collaboration, productivity, growth and satisfaction. The important work of our district is accomplished through our employees. Our mutual commitment to focus on and work toward the success of each learner allows district employees to make valuable contributions regardless of the specific role each may hold. Through collaboration, commitment, communication and a constant focus on improvement through innovation, we will build on the successes of the past to create a future of which we can all be proud. Our goal to attract and retain a staff of talented, dedicated and effective employees requires that we create and protect a work environment that offers opportunities for growth, success and satisfaction characteristic of high performing organizations.

The purpose of this handbook is to provide information and guidance that will help employees in understanding what can be expected from the district and what the district expects from employees. This handbook has been developed to provide policies, procedures and rules required to provide a quality education for our students. The employee handbook describes the professional expectations and necessary conditions for our very important work together – the teaching and learning of our students.

Our goal for this handbook is to be a valuable tool in understanding how the school district works and to serve as a reference guide for answering questions about employment in the school district. In addition, this handbook includes guidelines for job performance, professional behavior, and ethics and standards. It also provides information and outlines procedures to follow should circumstances present themselves that may require further attention, examination or clarification. If you are unable to locate information you need within this document, please contact Dr. Kristen Taylor, Director of Human Resources, for assistance.

In summarizing the terms and conditions of professional employment in the Oconomowoc Area School District, this handbook does not provide a detailed description of all employment policies. However, a complete set of school board policies are available on our district website at www.oasd.org. From time to time policies and programs of the district may change without notice.

The contents of this handbook are presented for information only. This handbook of policies and procedures is neither an employment contract nor an assurance of continued employment. The

handbook does not guarantee benefits coverage as eligibility requirements must be met for coverage to be in force. The handbook supersedes any and all previous manuals, statements, policies, procedures, rules or regulations given to employees, whether verbal or written. The Oconomowoc Area School District reserves the right to modify, revoke, suspend, terminate or may change without notice any statement in this handbook concerning rules, policies, procedures, regulations, benefits or other matters.

Each professional employee is responsible for reviewing the employee handbook and completing the employee acknowledgement page. It is your responsibility to read and become familiar with this information and to follow the District's policies, procedures, rules and regulations.

In conclusion, professional employee engagement is essential to our overall success as a learning organization. It is our priority to ensure professional and personal growth, create excellent working conditions for teaching and learning, and to provide "best in class" customer service to our families and school community. Our collaborative work together is essential to providing a quality education that each and every child deserves. The School Board knows that working in the Oconomowoc Area School District is a choice and appreciates your decision to dedicate your professional talent and expertise to the success of our learners. Our hope is that this relationship is long, productive and professionally fulfilling.

Sincerely,

Dr. Kristen Taylor	Mr. James Wood
Interim Superintendent of Schools	President, School Board

OASD Strategic Plan Summary

Mission:
Empowering a community of learners and leaders.

Vision:
To be an unrivaled learning community, seeking wisdom, honoring the past, and shaping the future.

Core Values:

Perseverance	Integrity
Trust	Responsibility
Acceptance	Safety
Diversity	Relationships
Innovation	Opportunity
Achievement	Quality
Collaboration	Inclusion
Respect	Learning

Commitments:

TO STUDENTS
We will maintain a safe, respectful learning climate that prepares you for life beyond school.
We will promote an engaging and innovative curriculum to ensure personal achievement.
We will create learning environments that are inclusive and student-centered.
We will uphold a climate of dignity and respect that creates strong relationships.
We will care about you.
We will have flexible learning spaces that support personalized learning.
We will provide opportunities for engagement beyond the classroom.
We will commit to fairness and equity.

TO PARENTS & COMMUNITY
We will care about your children.
We will have high expectations and rigorous curriculum for all students.
We will retain and recruit highly qualified staff.
We will build strong parent and community partnerships.
We will demonstrate fiscal responsibility by utilizing our resources efficiently and effectively.
We will maintain safe, modern facilities that support community partnerships.
All students will see themselves and their families represented in the curriculum and in the staff.
All children will be educated in their neighborhood schools.

TO STAFF
We will promote an environment which values leadership, respect, trust and collaboration.
We will value the diverse roles that all our staff fulfill.
We will develop capacity in our staff to serve a wide range of learners effectively.
We will provide opportunities for training and authentic professional development.
We will recognize staff and acknowledge their efforts and achievements.
We will create an environment for risk-taking and innovation.
We will ensure time for professional collaboration.
We will provide safe, secure, appropriate facilities with access to necessary resources.

Strategic Directions:

1. Continuous Improvement in Academic Performance
2. Innovative Instructional Programs
3. Creating a Great Workplace with Highly Engaged Employees
4. High Quality Facilities with 21st Century Learning Environments
5. Respecting the Diversity among People and Cultures

OCONOMOWOC
AREA SCHOOL DISTRICT

MEET YOUR FELLOW BOARD MEMBERS

James Wood, President
N82 W3806 Rolling River Ct.
Oconomowoc, WI 53066
262-617-9876
WoodJ@oasd.org
Term Expires: April 2024

Scott Roehl, Vice President
N7995 Green Tree Lane
Oconomowoc, WI 53066
608-385-0935
RoehlS@oasd.org
Term expires: April 2022

Matt Carrico, Treasurer
N65 W35024 Baltic Pass
Oconomowoc, WI 53066
262-269-9753
CarricoM@oasd.org
Term Expires: April 2024

Jessica Karnowski, Clerk
821 York Imperial Drive
Oconomowoc, WI 53066
262-391-7737
KarnowskiJ@oasd.org
Term expires: April 2024

Rick Grothaus
2429 N. Daystar Lane
Oconomowoc, WI 53066
262-490-9599
GrothausR@oasd.org
Term Expires: April 2023

Kim Herro
N5391 Golden Lake Park Rd
Oconomowoc, WI 53066
262-490-8968
HerroK@oasd.org
Term Expires: April 2022

Dan Raasch
681 S. Concord
Oconomowoc, WI 53066
262-567-0944
RaaschD@oasd.org
Term Expires: April 2023

District Contact/Reference Information

TOPIC	EMPLOYEE/DEPARTMENT	PHONE EXTENSION (from outside building 262-560-xxxx)
Absences – Daily	Building Administrative Assistants	
Athletics	Kevin Flegner, Athletic Director	3110
Address or Phone Changes	Connie Hoppe, Human Resources	2153
ALICE/SafeSchools Training	Kristen Taylor, Director of Human Resources	2151
Bussing/Transportation	Oconomowoc Transport	920-355-4040
Clubs Elementary/Intermediate High School	 Building Principals Jose Frias, OHS Associate Principal	 3108
Coaching Opportunities	Kevin Flegner, Athletic Director	3110
Computer Issues	Adam Weiss, Network Manager	2123
Conference/Convention Forms	Diane Silkey, Instructional Services	2121
District Policies/Procedures	Kristen Taylor, Interim Superintendent	2111
Educator Effectiveness	Kristen Taylor, Director of Human Resources, Educator Effectiveness Coordinator	2151
ERMA	Connie Hoppe, Human Resources	2153
Expense Form/Reimbursement	Chelsea Indra, Accounting Manager	2139
Facilities	Sue Collins, Buildings & Grounds	2131
FMLA Absences	Jennifer Johnson, Business	2154
Food Service	Sodexo	2148
Insurance	Jennifer Johnson, Business	2154
Job Postings	Connie Hoppe, Human Resources	2153
Job Status: assignment, hours, resignation, contracts, transfers	Connie Hoppe, Human Resources	2153
License Renewal	Connie Hoppe, Human Resources	2153

Media/Communications	Kelly Ellifson, Manager of Communications & Marketing	2132
Mentor Program	John Flannery, Dir. of C&I	2116
Mileage Reimbursement	Building Administrative Assistants	
Pcard Program	Chelsea Indra, Accounting Manager	2139
Payroll/Salary/Annuities	Stephanie Drew, Payroll Specialist	2143
Personal Day	Building Principals	
Purchase Orders	Kristin Woodard, Accounts Payable	2141
Safety/Security	Greg Maroo, Director Buildings &Grounds	3134
Telephones	Stacie Wegner, District Tech Center	2122
Testing, Research & Development	Derick Kiger, Research/Technology Assessment	2117
Worker's Compensation	Business Offices	2138

Emergency School Closures

The School Board of the Oconomowoc Area School District accepts its responsibility to employ every reasonable means at its disposal to protect students and employees from situations which may pose real or potential threats to their health and safety. It further recognizes that situations may arise which will necessitate closing the schools--in whole or in part--in the exercise of this responsibility.

Click on the link to read the full Board Policy.
Emergency School Closings

In the event the District is closed or an individual building(s) is closed, full or partial day closures may be made up at the discretion of the District. The District shall, at a minimum make up all hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year hour's requirements of the State of Wisconsin. Administrators shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without students. Twelve-month administrators who do not work on a school closing day may use vacation time.

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

Automated calls will be placed to student and employee home phone numbers beginning at 6:00 a.m. or as soon as practicable using the District's Emergency Notification System (ENS) if conditions warrant the closing of schools. Staff may also be notified by the District's email service.

School closings will be listed on the District Website at:

www.oasd.org

- Click on Family Resources
- Click on Emergency School Closings

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

Television: Please see your local channels
Radio Stations: Please listen to your local radio stations

- WTMJ, WKTI, TMJ4
- WTTN
- WITI, Fox 6
- WISN, ABC 12
- WDJT, CBS 58
- WTKM

Employees are encouraged to monitor these TV and radio stations.

Security

In case of an emergency call: *Greg Maroo, Director of Buildings & Grounds,* at 262-560-3134

District Schools/Locations

Greenland Elementary School
440 Coolidge Street
Oconomowoc, WI 53066
Phone: (262) 560-8100

Ixonia Elementary School
N8425 North Street
Ixonia, WI 53036
Phone: (262) 560-8400

Meadow View Elementary School
1500 Whelan Drive
Oconomowoc, WI 53066
Phone: (262) 560-8000

Park Lawn Elementary School
300 Park Lawn Street
Oconomowoc, WI 53066
Phone: (262) 560-8200

Summit Elementary School
1680 E Valley Road
Oconomowoc, WI 53066
Phone: (262) 560-8300

Nature Hill Intermediate School
850 Lake Drive
Oconomowoc, WI 53066
Phone: (262) 569-4940

Silver Lake Intermediate School
555 Oconomowoc Parkway
Oconomowoc, WI 53066
Phone: (262) 560-4300

Oconomowoc High School
641 E. Forest Street
Oconomowoc, WI 53066-3888
Phone: (262) 560-3100

Oconomowoc High School East
915 E Summit Avenue
Oconomowoc, WI 53066
Phone: (262) 560-2108

School Calendar

The school calendar shall be determined by the Board and will be approved annually by December 1 for the upcoming school year. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc. shall be at the discretion of the Board.

OCONOMOWOC AREA SCHOOL DISTRICT

2021-2022 12-MONTH CALENDAR

July 4 Holiday

JULY 2021

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

JANUARY 2022

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

Winter Break – Dec 22- Jan 2

Teacher Professional Development Day Jan 14

MLK Holiday (no school) – Jan 17

All Staff Breakfast/Prep Day – Aug 23

Teacher Work Day and Open House– Aug 24

District Level Professional Development Aug 25

Teacher/School Level Professional Development Day – Aug 26/27

AUGUST 2021

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

FEBRUARY 2022

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

Teacher Professional Development Day Feb 28

First Student Day – Sept 1

No school for 4K students – Sept 1

Labor Day – Sept 6 Holiday

SEPTEMBER 2021

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

MARCH 2022

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

Spring Break March 19-March 27

Teacher Professional Development Day – Oct 11

K4-8 Teacher Professional Development Day-Oct 12

OHS College and Career Readiness Day -Oct 12

½ day for grades K-12 – Oct 28

Conferences K4-8/PD 9-12

No school for 4K students – Oct 28

Fall Break -- Non School Day – Oct 29

OCTOBER 2021

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

APRIL 2022

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

No school for 4K students – April 4

Holiday Break – April 15-Arpil 18

Thanksgiving Break – Nov 24-Nov 28

NOVEMBER 2021

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

MAY 2022

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

No school for 4K students – May 6

Memorial Day Holiday – May 27-30 for school year staff

Winter Break – Dec 22– Jan 2

DECEMBER 2021

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

JUNE 2022

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

No school for 4K students – June 9 and 10

Last Day of School–1/2 day June 10

School Closing Day	Student Day
3-4	May 27
5 or more	May 27 with full day June 10

Summer School Begins June 20

Total Student Days 176 Board Approval Date 12-15-2020

Preamble and Definitions

About This Handbook

Employees Covered: This *Handbook* is provided as a reference document for the Oconomowoc Area School District's (hereinafter referred to as "District") administrator employees.

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

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

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

In the event a topic is not addressed in this handbook, please contact Human Resources.

Definitions

Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.

Casual Employees: Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.

Discipline: Discipline is defined as a suspension [unpaid or paid], or a written reprimand.

Regular Employees: Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.

Regular Full-time Employee: Regular full-time employees are defined as one who works thirty (30) or more hours per week for a school year or more per year.

Regular Part-time Employee: Regular part-time employees are defined as one who works a school year or more, but less than thirty (30) hours per week for a school year or more per year.

Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.

Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.

If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.

The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.

Variable Hour (Substitute Employees): Variable hour/substitute employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence.

Supervisor: The District will identify the individual employee's supervisor on the employee's job description.

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

Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.

Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, "termination" shall not include voluntary retirement, voluntary resignation or a nonrenewal of contract under § 118.22, Wis. Stats, § 118.24, Wis. Stats. or a non-reappointment of an extra-curricular assignment.

General Personnel Policies

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

Employment Law

Employment of Minors: No one under eighteen (18) years of age will be employed without providing proper proof of his or her age. Minors will be employed only in accordance with state and federal laws and District policies. No minors under the age of fifteen (15) years of age will be employed.

Equal Opportunity Complaints: The School Board of the Oconomowoc Area School District is an equal opportunity employer. Personnel hiring and administration in the District are to be

conducted so as not to discriminate against any applicant or employee on the basis of age, race, religion, sex or sexual orientation, disability/handicap, citizenship status, marital status, pregnancy, national origin, creed, color, political or religious affiliation, ancestry, arrest or conviction record, military status, genetic information, use or nonuse of lawful product off school premises during nonworking hours, declining to attend a meeting or participate in any communication about religious or political matters, or any other reason prohibited by state or federal law. Exceptions to this policy may only be made in accordance with state and federal laws.

Reasonable accommodations shall be made of qualified individual with a disability or handicap, unless such accommodations would impose an undue hardship to the District.

Equal Opportunity Complaints: The following procedure is adopted to provide for the resolution of employee complaints alleging discrimination in employment or instruction programs or activities, on the basis of sex, race, religion, color, national origin, ancestry, creed, pregnancy, age, physical, mental, emotional or learning disability, age, sexual orientation, marital or parental status, arrest record, conviction record or any other bases protected by law.

The District must acknowledge the complaint within 45 days in writing, and the final decision on the complaint must be made within 90 days, unless the parties agree to an extension of time.

Step 1: Any employee who has a complaint of discrimination as outlined above shall attempt promptly to resolve the complaint by discussion with his/her supervisor. The complaint should be in writing and describe in as much detail as possible the facts of the situation. The supervisor shall thoroughly investigate the complaint, notify the person who has been accused of discrimination, permit a response to the allegation, and arrange a meeting to discuss the complaint with all parties concerned within ten (10) work days after receipt of the written complaint. After consultation with the appropriate district staff, and within ten (10) work days after the meeting, the supervisor shall give a written answer to the complainant, with a copy sent to the individual accused.

Step 2: If the complaint is not resolved in Step 1, the complainant may file the complaint in writing with the Superintendent of Schools by certified mail, return receipt requested, and mail a copy to the supervisor involved. The Superintendent of Schools shall arrange a meeting to discuss the complaint within ten (10) work days after receiving the complaint, and subsequent meetings may be scheduled as agreed by both parties. The Superintendent shall give a written answer to the complainant by certified mail, return receipt requested, within ten (10) work days after the final meeting regarding the complaint, with a copy sent to the individual accused.

Step 3: If the complaint is not resolved in Step 2, the complainant may file the complaint in writing by certified mail, return receipt requested, to the Clerk of the Board within ten (10) work days after receipt of the Superintendent of Schools' answer. The Board shall consider the complaint at the earliest appropriate meeting at which time the complainant shall have the right to present his/her position to the Board. The Board shall, within ten (10) work days after the meeting, advise the complainant in writing by certified mail, return receipt requested, of the action taken with regard to the complaint, with a copy sent to the individual accused.

Step 4: After the above steps, if the complainant is not satisfied with the outcome, he/she may file an appeal with the Department of Public Instruction. Any appeal must be filed within 30 days of the date of the school district's final action on the complaint. The appeal should be in writing and signed and should include the following: reason for the appeal, facts that make you believe discrimination has occurred, and outcome you are requesting if successful in your appeal. Include

a copy of the school district's final decision to you. The Department of Public Instruction may not consider your appeal unless you have gone through all the steps of the district's complaint procedure and a final decision has been issued by the district.

The complaint may be filed with the Office for Civil Rights of the U.S. Department of Education. The complaint must generally be filed within 180 days of the date the discrimination occurred. You do not have to file a complaint with the school district before filing a complaint with the Office for Civil Rights, and you may file complaints with both the school district and Office for Civil Rights if you wish to do so. Complaints which are commonly referred to as EDGAR complaints, that the district is violating a federal statute or regulation that applies to a program, shall be referred by the district directly to the State Superintendent of Public Instruction.

Office for Civil Rights
111 North Canal Street
Chicago, IL 60606
(312) 886-8434

District employee designated to receive discrimination complaints for employees:

Dr. Kristen Taylor
Director of Human Resources
915 E Summit Ave
Oconomowoc WI 53066
(262) 560-2151

Fair Labor Standards Act: Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA]. Notification of rights under the FLSA is set forth in the Employment Resources section of the Handbook**.**

Family and Medical Leave Act:

Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: https://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf. *See* 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). The notice is posted on staff bulletin boards.

Eligibility Notice: The Federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide employees with the right to take unpaid leave when employees need time off from work to care for themselves or a family member who is seriously ill, to care for a newborn or newly adopted child or to attend to the affairs of a family member who is called to active duty in the military. Questions regarding these laws, and the District's FMLA/WFMLA policy, should be directed to the Director of Human Resources.

Eligibility
All District employees are eligible for WFMLA/FMLA.

Leave Entitlement
Leave under the WFMLA and FMLA will run concurrently under circumstances where an employee's use of leave qualifies under both laws. Leave under the FMLA/WFMA may be taken intermittently or on a reduced leave schedule when medically necessary.

WFMLA:
Employees are allowed up to 10 workweeks of unpaid leave in a calendar year as follows:

- Up to six (6) weeks of unpaid leave for the birth or adoption of a child.
- Up to two (2) weeks of unpaid leave for the care of a child, spouse, domestic partner, parent or parent-in-law with a serious health condition.
- Up to two (2) weeks of unpaid leave for the employee's own serious health condition that makes the employee unable to perform his or her duties.

FMLA:
Employees are allowed up to 12 workweeks of unpaid leave in a calendar year for any combination of the following:

- Birth, adoption or foster care placement of the employee's child.
- To care for the employee's spouse, child or parent who has a serious health condition.
- For the employee's own serious health condition.
- Due to any qualifying exigency arising as a result of the employee's spouse, son, daughter or parent serving on active military duty in a foreign country. The U.S. Department of Labor defines eight circumstances that constitute a "qualifying exigency":
- Short-notice deployment (7 days' notice or less)
- Attend military events/ceremonies and related activities related to active duty or call to active duty
- Childcare and school activities
- Financial and legal arrangements
- Counseling
- Spend time with a military member who is on temporary rest and recuperation leave
- Post-deployment activities
- Additional activities not encompassed in the other categories, but agreed to by the employer and employee

Employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period to care for their parent, spouse, child or next of kin who is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a veteran, and who has a serious injury or illness incurred or aggravated in the line of duty within the last five (5) years that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list.

Serious Health Condition
A serious health condition means an illness, injury, impairment or physical or mental condition that involves:

- Inpatient care in a hospital, hospice or residential medical care facility; or
- Under Wisconsin FMLA, outpatient care that requires continuing treatment or supervision by a health care provider;
- Under the federal FMLA:
    - A period of incapacity of more than 3 consecutive calendar days that also involves:

1. Treatment two or more times by or under the orders of a health care provider; or
2. Treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of a health care provider.

- Any period of incapacity due to pregnancy or for prenatal care;
- Incapacity due to a chronic condition.

Notification of Leave
Employees requesting FMLA/WFMLA leave should notify the Director of Human Resources by submitting a leave request form.

In the event of foreseeable FMLA/WFMLA leave, the employee must notify the District at least 30 calendar days before the date on which leave is to begin, or as soon as practicable. In the event of unforeseeable leave, notice must be provided to the District as soon as practicable after the commencement of leave.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations.

Failure to comply with the notification requirements under this policy may result in the delay or denial of FMLA/WFMLA leave, in which case an employee's absences may be subject to the District's regular attendance policies.

Substitution of Paid Leave During FMLA and/or WFMLA
The District may require employees to substitute accrued paid leave for unpaid FMLA leave. Employees may elect to substitute accrued paid leave for unpaid FMLA/WFMLA leave.

Certification
An employee taking leave involving the serious health condition of the employee or the employee's family member, or the serious injury or illness of a covered service member, may be required to provide medical certification completed by a health care provider within 15 days of the District's request for certification. The District may require second or third medical opinions, and/or recertifications from employees taking FMLA/WFMLA leave, as it deems necessary, and as permitted by law.

An employee taking leave due to a qualifying exigency arising as a result of the employee's spouse, son, daughter or parent serving on active military duty in a foreign country may be required to provide documentation verifying the need for such leave. In such instances, the employee is required to provide the requested documentation within 15 days of the District's request for the documentation.

Employees returning to work after the completion of FMLA/WFMLA leave for their own serious health condition may be required to submit a fitness-for-duty certification verifying their ability to perform the essential functions of their position.

Failure to comply with the certification requirements under this policy may result in the delay or denial of FMLA/WFMLA leave, in which case an employee's absences may be subject to the District's regular attendance policies.

Continuation of Benefits
During any period of FMLA/WFMLA leave, an employee will be retained in his/her elected group benefit plans on the same basis as if the employee had been continuously employed during the leave period. To continue group coverage, the employee must continue to make any contributions that he/she made to the plan before taking leave. In some instances, the District may recover the cost of the employer's contributions towards the employee's group coverage made during the FMLA/WFMLA leave period if the employee fails to return to work upon the conclusion of the leave.

Return to Work
Upon return from FMLA/WFMLA leave, the employee will be restored to the job position he/she held prior to taking leave, or, if the position is no longer vacant, to a position with equivalent pay, benefits and other terms of employment. An employee will not be restored to his/her original or equivalent position if he/she is unable to perform the essential functions of the job because of a mental or physical condition.

An employee who desires to return to work before the scheduled expiration of his/her FMLA/WFMLA leave must notify the District of such desire as soon as possible, but no later than two (2) working days prior to the employee's requested return date.

Generally, an employee who fails to return to work after the expiration of his/her FMLA/WFMLA leave will be subject to the District's regular attendance policy, which may lead to discipline, up to and including termination.

Employer Responsibility
The law requires that employers covered under the FMLA inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required (e.g., medical certification), as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

It is unlawful for any employer to: (1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for violation of the FMLA. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Rights and Responsibilities Notice: The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. Dep't of Labor, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, *available at*
http://www.dol.gov/whd/fmla/finalrule/WH381.pdf.

Designation Notice: The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S. Dep't of Labor, *Designation Notice (Family and Medical Leave Act), available at* http://www.dol.gov/whd/forms/WH-382.pdf. *See* 29 C.F.R. § 825.300(d).

Genetic Information Nondiscrimination Act: The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by GINA. "Genetic information" includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. An exception to the prohibition outlined in this paragraph is family medical history for situations in which the employee is asking for leave to care for a family member with a serious health condition (i.e. under the Family and Medical Leave Act).

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

Discrimination and Harassment: The Oconomowoc Area School District recognizes that harassment is a violation of both federal and state employment discrimination laws and is a form of misconduct that undermines the integrity of the District's employment and academic relationships. The District recognizes its responsibility to provide to all employees and students an environment free from harassment, and will not tolerate such conduct on the part of any student, employee, volunteer, vendor, visitor or school board member.

To accomplish this, the District prohibits harassment in any form. The District's policy is to provide a workplace free of (1) verbal or physical harassment concerning an employee's age, race, creed or religion, color, physical or mental disability, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, citizenship status, use or non-use of lawful products off the employer's premises during non-working hour, or past, present or future status in the uniformed services of the United States (hereinafter referred to as an individual's status as a member of a protected class); and (2) unwelcome sexual advances, requests for sexual favors and any other conduct or communication constituting sexual harassment.

Employee Discrimination and Harassment Policy and Complaint Procedure
Click on the link to read the full Board Policy and Rule.

Harassment Report Form: The Oconomowoc Area School District maintains a firm policy prohibiting all forms of harassment. All persons are to be treated with respect and dignity. Harassment of any form by any person, male or female, which creates an intimidating, hostile or offensive environment will not be tolerated under any circumstances.

Complainant_____

Home Address_____

Work Address_____

Home Phone_____ Work Phone_____

Date of alleged incident(s):

_____

Name of person you believe harassed you:

_____

List any witnesses who were present:

_____

_____

_____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e. threats, requests, demands, etc.,) what, if any, physical contact was involved; what did you do to avoid the situation, etc. (Attach additional pages if necessary.)

_____

_____

_____

_____

_____

_____

_____

This complaint is filed based on my honest belief that _____ has harassed me. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

_____ _____

Complainant Signature Date

_____ _____

Received by Date

Employment Resources:

Employee Protections Against Use of Honesty Testing Devices
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10861_p.pdf

Employee Rights and Responsibilities
Under the Family and Medical Leave Act
English http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf

Employee Rights Under the Fair Labor Standards Act
English http://www.dol.gov/whd/regs/compliance/posters/minwagep.pdf

Employee Rights under Wisconsin's Business Closing/Mass Layoff Notification Law
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_p.pdf
Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_s_p.pdf

Federal Fair Labor Standards Act
http://www.dol.gov/whd/regs/compliance/posters/wh1385State.pdf

Hazardous Chemicals in the Workplace?
English http://commerce.wi.gov/sb/docs/SB-PubSectSafHazardousPoster6894.pdf

Hours and Times of Day Minors May Work in Wisconsin
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_p.pdf
Spanish https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_s_p.pdf

Notice to Employees About Applying for Wisconsin Unemployment Benefits
English http://dwd.wisconsin.gov/dwd/publications/ui/notice.htm
Spanish http://dwd.wisconsin.gov/dwd/publications/ui/notice.htm

Hmong http://dwd.wisconsin.gov/dwd/publications/ui/notice.htm

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9116_p.pdf

Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf

Occupational Injuries and Illnesses Summary
English
http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=11301

OSHA Job Safety and Health
English http://www.osha.gov/Publications/osha3165.pdf
Spanish http://www.osha.gov/Publications/osha3167.pdf

Public Employee Safety and Health
English http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf

Retaliation Protection for Health Care Workers
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_12210_p.pdf

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

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

Your Rights Under USERRA: The Uniformed Services Employment and Reemployment Act
(Complete information from Dept. of Labor)
English http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf#Non-Federal

Your Rights Under USERRA
The Uniformed Services Employment and Reemployment Rights Act
English http://www.dol.gov/vets/programs/userra/userra_private.pdf

Wisconsin Fair Employment Law
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_p.pdf
Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_s_p.pdf

Wisconsin Family and Medical Leave Act
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf
Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_s_p.pdf

Wisconsin Minimum Wage Rates
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf
Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf

General Employment Practices and Expectations

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

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

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

Accident/Incident Reports: To expedite prompt and appropriate medical attention and to facilitate processing of insurance claims, all accidents and injuries occurring on school grounds or while under school supervision shall be reported immediately. A written accident/injury report shall be completed and filed on the same day as the accident or injury occurs, except under extenuating circumstances. Accidents involving students shall be reported to the principal or designee by the supervisor in charge of the designated activity. Accidents or injuries involving employees shall be reported to the employee's immediate supervisor.

In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Handbook.*

Attendance and Tardiness: The District expects employees to be present for work and to begin work at the regularly scheduled start time. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. ***Absences or tardiness that are not correctly reported, that demonstrate a pattern of poor attendance or exhaust available leave, may result in separation from employment.***

Employees are expected to adhere to their assigned schedule. Breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as further specified in other parts of this Handbook. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator. Employees who are unable to report to work shall follow the applicable procedures for reporting their absence (request made using ERMA [Employee Resource Management Access] and substitute requested through FRONTLINE (formerly AESOP), the District's automated substitute teacher system, if applicable). Any time spent not working during an employee's scheduled day must be accounted for in Skyward time off using the appropriate reasons. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination.

Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

Building Security/Access/Keys: School principals and custodians shall be responsible for the security of school buildings. Security shall encompass maintenance of equipment, elimination of fire hazards, elimination of floor hazards, locked doors, proper supervision, checking the sign-in/sign-out sheet, arming the building's alarm, and safe locations for records and funds.

Key distribution and management and pass code oversight shall be the responsibility of building principals. Employees shall be provided with keys as necessary for fulfillment of their duties and responsibilities. Students should not be allowed to use employees' keys, except under special circumstances. When a key is lost, the building principal should be notified. School keys are not to be duplicated.

Bulletin Boards: The Employer shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. The Employer shall provide space at each place of work for posting of Union notices (meeting notices, election notices, recreational activities, social events). All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law. The Superintendent will be provided a copy of all posted material at the time of the posting. The Superintendent and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

Carrying a Concealed Weapon in School: The District understands that the safety of our students, staff and visitors is of the highest priority. Wisconsin has adopted a law which affects the manner in which persons may carry concealed weapons. This law, however, applies much differently on school grounds. It is a Class I felony to knowingly possess a firearm at a place that the individual knows, or has reasonable cause to believe, is in or on the grounds of a school. It is a Class B forfeiture to possess a firearm at a place the individual knows, or has reasonable cause to believe, is within 1,000 feet of the grounds of a school.

An individual may possess a firearm in a school zone only under the following circumstances:

- The firearm is not loaded and is encased or in a locked firearms rack that is on a motor vehicle.
- By a state-certified commission warden acting in his or her official capacity.

An individual may possess a firearm in or on the grounds of a school or within 1,000 feet of the grounds of a school in accordance with any of the following provisions of federal law:

- On private property that is not part of school grounds.
- For use in a program approved by the District in the school zone.
- In accordance with a contract entered into between the District in the school zone and the individual or an employer of the individual.
- By a law enforcement officer acting in his or her official capacity.

Please contact an administrator if you have any questions or believe that an individual is in violation of this policy.

Child Abuse Reporting: The School Board recognizes its legal and ethical obligation in the reporting of suspected child abuse and neglect. When there is reasonable cause to suspect a child has been abused and/or neglected, or if there is reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect will occur, school personnel are required to report the incident(s) in accordance with state laws and established procedures.

Child Abuse Reporting
Click on the link to read the full Board Policy.

Confidentiality: Student records and information shall be maintained in the Oconomowoc Area School District to assist school personnel in providing appropriate educational experiences for each child in the district. Student records shall include all records relating to an individual student other than notes or records maintained for personal use by teachers or other certified personnel who are not available to others, and those records necessary for and available only to persons involved in the psychological treatment of a student.

The School Board recognizes the need for confidentiality of student records and information. Therefore, student records and information shall be available for inspection or release only with proper prior approval of the parent(s) or guardian(s) or adult student, except in situations where legal requirements specify release of records without such prior approval. The building principal or designee shall be responsible for the collection, maintenance, and dissemination of student records and information which are located in the building, in accordance with state and federal laws and established procedures. The Director of Student Services will be responsible for student records located at the Administrative Offices.

Student record notices shall be published in accordance with state and federal law.

Code of Ethics/Conflict of Interest/Employee Conduct: The Board believes an effective educational program requires the services of individuals with integrity, high ideals, and human understanding.

All District employees are expected to accept responsibility for their conduct and to understand that their conduct may be regarded as representative of the District.

Staff Conduct
Click on the link to read the full Board Policy.

Copyright: It is the intent of the district to adhere to all provisions of federal and internationals laws regarding use of copyrighted materials. Copyright laws provide exclusive rights of reproduction, distribution, adaptations, performance and display to the creator of a work unless: (a) fair use or educational exclusions apply; (b) licensing agreements are obtained; (c) written permission is granted by the copyright owner; or (d) materials are exempt from the exclusive rights specifications. If the use of copyrighted materials does not fall under one of the exceptions allowed by copyright law, then school officials may request permission from the owner of the copyright prior to use of that material.

Employees of the school district shall comply with copyright laws and this policy. Status as a district employee does not provide immunity from violation of the law. Employees who do not comply with the law will not be afforded protection from prosecution and penalty by the district. Guidelines for the use of copyrighted materials will be made available to the staff.

Criminal Background Checks: Pre-employment criminal background checks shall be conducted for all persons recommended for employment in the District, regardless of the category or type of position, and for all persons who wish to serve as volunteers. No one may begin employment or a volunteer position with the District until the criminal background check is completed and verified by the Superintendent or designee. All offers of employment are contingent upon the results of the criminal background check.

Criminal Background Check Policy
Click on the link to read the full Board Policy.

Criminal Background Checks/Charges/Convictions for Active Employees – Obligation to Report Criminal Record: All District employees shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three (3) calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

- crimes involving school property or funds;
- crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- crimes that occur wholly or in part on school property or at a school-sponsored activity;
- a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- a misdemeanor which violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three (3) calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

- the nature of the offense;
- the date of the offense;
- the relationship between the offense and the position to which the employee is assigned.

Nothing herein shall prohibit the District from placing an employee on administrative leave based upon an arrest, indictment or conviction.

District Property: The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited by enumeration: employee identification badges and the key fob for building entry. District equipment borrowed for short term use should be returned the first work day after project completion. Failure to return equipment at termination of employment will result in deduction of final payroll totaling the full replacement cost of said unreturned equipment.

Diversity Initiatives: It is the policy of the District to take initiatives to achieve equal employment opportunity in all personnel actions and procedures, including, but not limited to, recruitment, hiring, training, transfers, promotions, compensation, and other benefits.

This policy is to be administered not only without prejudicial and discriminatory regard to any protected status which includes but is not limited to race, creed, color, disability, national origin, sexual orientation, religion, age and sex, but special efforts in recruitment and employment shall be taken to overcome barriers to equal employment opportunities.

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

The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

District and building Administrators will collectively determine a consistent dress code for all employees across the District, including criteria for days designated as "dress down" days. Certified staff should refrain from wearing traditional blue jeans and sweatshirts, with the exception of spirit days, field trips, Fridays or other unique experiences that might require departure from professional attire.

All staff should refrain from wearing graphic t-shirts with screen-printed designs or logos with the exception of spirit days. All staff should refrain from wearing sandals or flip-flops suitable for the beach.

No dress code can cover all contingencies, so employees must exert a certain amount of professional judgment in their choice of clothing to wear to work as well as to wear during any supervisory responsibilities. If an employee experiences uncertainty about acceptable, business attire for work, the supervisor or administrator should be consulted. If clothing fails to meet these standards, as determined by the employee's supervisor or administrator, the employee will either be asked not to wear the inappropriate item to work again or will be sent home to change clothing. If the problem persists, the employee may be subject to progressive discipline.

If, as part of an employee's position within the District, he or she is provided a uniform and/or safety attire, the expectation is that it will be worn accordingly and kept clean and in good repair.

Driving District Vehicles: The District recognizes that employees are our most valuable asset and that they are the most important contributors to our continued growth and success. Thus, we are firmly committed to employee safety and will do everything possible to prevent workplace accidents.

Use of Mobile Devices While Driving District Vehicles: To protect employees driving on District business as well as others on the road, policies and procedures have been created. The policy and procedures apply to all employees of OASD who are driving a District vehicle, whether on District business or not.

Click on the links to read the full Board Policy.
Mobile Devise Use Guidelines
Mobile Device Use While Driving District Vehicles

Allowances or Mileage Reimbursement: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must undergo an annual driver's license record check. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, ditch witches, and golf carts.

Notice of Traffic Violations: All employees who drive a District vehicle must notify the Director of Human Resources immediately of any charge of OWI (operating while intoxicated), driving citation or conviction of a traffic violation. Payment for any citations received while driving a District vehicle is the responsibility of the driver.

Commercial Driver's License (CDL): In addition to the notice requirements in paragraph A, above and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.

Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. *See* Wis. Stat. § 121.52(2).

Personal Transportation Utilized for School Use:

1. Car Insurance

   Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of $500,000 combined single limit (CSL) liability, $250,000/$500,000 bodily injury and $100,000 property damage. A minimum of private car transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle. ***See Wis. Stats. § 121.555.***

2. Personal Vehicle Reimbursement

   Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion, provided the District's

maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of five hundred dollars ($500.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.

Drug-, Alcohol-, and Tobacco-Free Workplace: In order to protect the health, welfare and safety of students and employees, no employee shall engage in any of the following conduct in any school building or on school premises, in any school-owned vehicle, or off premises at any school-approved activity, event or function where students are under the jurisdiction of the District: possess, manufacture, distribute, dispense, use or be under the influence of alcohol, inhalants, any controlled substance, or substances represented as such.

Alcohol and Drug Free Workplace
Click on the link to read the full Board Policy.

Employee Assistance Program: The District shall provide an employee assistance program (EAP) as a support resource to employees on a voluntary and confidential basis. Please refer to the Human Resources webpage for contact information.

The Employee Assistance Program is to address personal problems that can adversely impact an employee's ability to perform the duties of the position. Participation in the program, whether by referral or if self-initiated, shall be completely confidential and shall not jeopardize an employee's job security or promotional opportunities.

Confidential employee information may not be released without the written, signed consent of the employee, indicating specific information to be released, persons to be informed and a specific time limit (one year or less) during which this information may be shared.

Participation in the EAP does not relieve the employee's responsibility to perform the essential functions of his/her position at a reasonable level of competence.

Employee Identification Badges: The District shall provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, coworkers, vendors and the public to know who employees are. They are an important part of providing a secure environment for our students. Employees are encouraged to wear their employee identification badges in a visible spot during their contracted work time.

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

Financial Controls and Oversight: The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the Superintendent or Assistant Superintendent for Business Services, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall

actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

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

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

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

Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the Superintendent or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, Superintendent, or designee may refer matters to appropriate law enforcement or regulatory

authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

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

Gifts and Solicitations: Employees, or any member of the employee's immediate family, may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone that would reasonably be understood or interpreted as influencing official action or judgment of the employee in executing decision-making authority affecting the District its employees, or students.

Click on the link to read the full Board Policy.
Gifts

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

Vendors wanting to sponsor school achievement award programs or donate equipment, supplies, or materials must gain prior approval of the Superintendent of Schools or his/her designee. Approval decision will be based upon the following criteria:

- The primary beneficiary must be the school and the students being served. Donations which benefit both the school and the vendor will be allowed only if little or no return is expected. Further, the benefit must go primarily to the students and not the vendor involved.
- Vendor involvement must focus upon donations that will enhance or extend the work of the schools.
- Donations that are oriented mainly toward the solicitation of business or the collection of resources for a vendor's own purposes will not be allowed.
- Recognition of vendors making contributions determined to be advantageous to the schools may be allowed on a case-by case basis and will read "made possible through funding by (business name)."
- Donations that require acceptance by signing a contract should be reviewed by the principal at the site, the Superintendent of Schools, and legal counsel with a report to the School Board.
- The District prohibits vendors from offering cash rebates to individuals. All discounts shall be reflected in the written contract.

The Oconomowoc Area School District shall not discriminate in the acceptance and administration of gifts, bequests, scholarships and other aids, benefits or services to students from private agencies, organizations, or persons on the basis of gender, sexual orientation, race, national origin, ancestry, color, creed, religion, pregnancy, marital or parental status, or physical, mental, emotional, or learning disability. Discrimination complaints shall be processed in accordance with established procedures.

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

Investigations: **Expectation of Cooperation:** In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below. Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.

Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).

Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

Nepotism: **Conflict of Interest:** Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.

Definition: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.

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

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

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

Personnel Files and Records: A personnel file, considered the official record, will be accurately maintained in a district administrative office for each present and former employee. These files will contain application for employment, references, and records relative to compensation, payroll deductions, evaluations, and such other matters as may be applicable under this policy. No complaint, commendation, suggestion, or evaluation may be placed in the file unless it is in compliance with the requirements of personnel rules.

Maintaining these files with up to date information is very important as it provides the District with contact information in case of emergency, address mailings, data for payroll purposes, and information required for reporting purposes and benefit programs.

All employees must promptly notify the District personnel office of any changes in:

- Address
- Marital status or name change
- Party to be notified in case of emergency
- Phone number
- Dependent(s)

It is the District's policy to protect the privacy of each employee and therefore the District is committed to the confidential handling of every employee's personnel information.

Records of all personnel shall be considered confidential to the extent provided by law and shall be kept in the District's personnel office. Records shall be maintained in accordance with all applicable federal and state laws and regulations and retained in accordance with the District's record retention schedule.

Personnel Files
Click on the link to read the full Board Policy.

Unauthorized Recordings

In order to cultivate a culture of trust and candid conversations, the District does not allow recordings of conversations between staff members without express authorization of each staff member involved in the conversation. No one may record, by any means, a conversation with another staff member without the other staff member's express written authorization given in the recorded conversation.

Any employee who records a staff member in a manner that is inconsistent with this or other Board policy or regulations shall be subject to disciplinary action up to and including termination of employment.

Unauthorized Recordings
Click on the link to read the full Board Policy.

Physical Examination: Upon initial employment and at intervals deemed appropriate by the School Board, District employees shall have a physical examination, including a tuberculin screen, as required by state law.

Physical Examination
Click on the link to read the full Board Policy.

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

- No school employee shall, in the presence of any student and during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

- During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a political purpose includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.

- No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

- No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

Purchasing: The School Board authorizes the Business Office to supervise the purchasing of all materials, goods, and supplies for the Oconomowoc Area School District in accordance with procedures and guidelines approved by the Board. Competitive bids or quotations shall be solicited in connection with purchasing whenever practical. Contracts shall be awarded to the lowest responsible bid or quotation deemed to be in the best interests of the district that comply with specifications and with other stipulated bidding conditions.

It is expected that each school and department will purchase under the budget controls established by the Board. No purchases may exceed the amount appropriated for each school or department unless approved by the Superintendent or Assistant Superintendent of Business Services.

Employees may be issued a P-Card for the purchase of goods and services at the discretion of the Business Office. Under this program, the card member has direct contact with the supplier in placing orders. Along with this comes the responsibility of ensuring that the card is being used correctly and within the guidelines provided by the Business Office. Monthly, the individual card member must reconcile the statement from JP Morgan Chase with the receipts and sales slips from the items purchased during that billing cycle. More information can be obtained from the Business Office.

Click on the link to read the full Board Policy.

Purchasing

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

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

- Termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];
- Voluntary resignation;
- Retirement;
- Nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- Failure to return to work the day following the expiration of an authorized leave of absence; and
- Job abandonment.

Student-Staff Relations: Positive relationships with students are of paramount importance in student achievement. The Oconomowoc Area School District is committed to quality educational programs requiring integrity, high ideals, and human understanding. All employees shall recognize that they must accept responsibility for their conduct as members of the profession. Professional staff members are required to abide by such standard of conduct which is in keeping with community morals, to encourage good citizenship and to be an example of self-discipline for their students.

Staff-Student Relations
Click on the link to read the full Board Policy.

Student Code of Conduct: The District is committed to maintaining a favorable academic atmosphere. Teachers are expected to create a positive learning climate for students in their classrooms and to maintain proper order. Students are expected to behave in the classroom in such a manner that allows teachers to effectively carry out their lesson plans and allows students to participate in classroom learning activities. Students are also expected to abide by all rules of behavior established by the Board, administration, and their classroom teachers.

Student behavior that is dangerous, disruptive, or unruly, or that interferes with the teacher's ability to teach effectively will not be tolerated. Any student who engages in such behavior may be subject to long-term or permanent removal from class and placement as outlined in administrative regulations. In addition, the student may be subject to disciplinary action in accordance with established Board policies and school rules.

This code of classroom conduct applies to all students in grades K-12 with age-appropriate consequences.

Student Conduct and Discipline
Click on the link to read the full Board Policy.

Student Records

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99), protects the privacy of student education records. All employers are provided training on FERPA and are expected to follow all FERPA regulations. Failure to comply with any FERPA regulations will result in loss of pay and may result in termination.

Union Use of Buildings, Communications, and Equipment: Employee unions/associations shall have the right to use school buildings for meetings at reasonable hours. Such meetings are to be scheduled through the principals. If additional expenses are incurred as a result of such meetings, they are to be paid by the Union/Association.

The Union/Association shall be permitted to conduct official business on school property, provided this shall not disrupt normal school operations. The Union/Association shall be allowed to receive telephone calls and other communiqués concerning official business at any time during school hours, provided this shall not disrupt normal school operation.

The Union/Association shall have the right to use certain school equipment when its use does not interfere with school business. The Union/Association shall pay for the costs of all materials and supplies and damage resulting from such use.

Violence/Bullying in the Workplace: **Expectations:** Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.

Definitions as Used Under this Section:

Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.

Threat: A communicated intent to inflict physical or other harm on any person or property.

Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.

Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.

Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:

- Assault or battery
- Blatant or intentional disregard for the safety or well-being of others
- Commission of a violent felony or misdemeanor

- Dangerous or threatening horseplay or roughhousing
- Direct threats or physical intimidation
- Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment
- Physical restraint, confinement
- Possession of weapons of any kind on District property
- Stalking

Any other act that a reasonable person would perceive as constituting a threat of violence.

Reporting Procedure: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect himself/herself from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.

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

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

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

Anti-Bullying/Hazing
Click on the link to read the full Board Policy.

Threats of School Violence

The School Board recognizes its legal and ethical obligation in the reporting of suspected threats of school violence. All school personnel are considered mandatory reporters. Any threat made in or targeted at a school must be reported to law enforcement immediately if a belief, in good faith, based on a threat made by an individual seen in the course of professional duties regarding violence in or targeted at a school, that there is a serious and imminent threat to the health or safety of a student, school employee or the public. Training regarding appropriate reporting is provided to all new employees and periodically to continuing employees.

Virtual Work/Telecommuting: Work from home arrangements can be occasional, temporary or permanent. Employees may be allowed to work from home only if their job duties permit it, direct contact with internal or external customers is not essential or, at times, due to health or weather emergencies.

All work at home arrangements must be either directed by the District via emergency procedures, or pre-approved by an administrative supervisor. The home workplace approval checklist must be signed and submitted to Human Resources. If approved for work at home provisions, employees must be able and attend the physical work environment when deemed necessary.

The District shall provide work from home equipment in the form of computer hardware and software that is a normal part of the physical work environment or as approved by supervisor. Internet and phone access are the responsibility of the employee. In emergency situations, the District may support employees with hotspots or other communications access.

When an employee is directed or approved to work remotely, all health and safety procedures/policies that are reasonably applicable to the onsite work environment including use of internet, approved software or applications, ergonomic workstation, trip and fall prevention and drug/alcohol use must be followed. Failure to follow health and safety procedures/policies may result in discipline up to and including termination of remote work or employment.

Wellness: **Educational Environment:** The School District of Oconomowoc recognizes its responsibility to promote a healthy learning environment by supporting wellness, good nutrition and regular physical activity as part of the total learning environment. This policy supports the mission of the District as it promotes life-long wellness behaviors and links healthy nutrition and exercise to students' overall physical wellbeing, growth, development, scholastic performance and readiness to learn. Healthy eating patterns and regular physical activity are essential for students to achieve their full academic and life potential.

Employee Wellness: The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees.

Whistleblower – Employee Protection: **Complaint Procedure:** If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the Superintendent. If the complaint is about a practice or activity of the Superintendent, the complaint must be filed with the Board President.

Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or

employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

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

Workplace Safety: The School Board is committed to providing a safe and healthful environment for employees, students, and visitors through a comprehensive safety program incorporated into all facets of Oconomowoc Area School District operations.

Special drill activities will be planned by the building principals and the faculties of each building to assure, in case of emergency, orderly movement and placement of students in the safest available building area. Safety practices and procedures shall conform to federal and state laws municipal codes, and Board policies.

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

- Location of fire alarms;
- Location of fire extinguishers;
- Evacuation routes; and
- Whom to notify in case of fire

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

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

1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.

2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.

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

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance as per this *Handbook* to address the workplace safety issues as defined below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. *See* Wis. Stat. § 101.055; Public Employee Safety and Health, *available at* http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf.

Weapons Prohibition: Firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Certified peace officers who are serving in their official capacities are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: Wis. Stat. §§ 119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61.

Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:

1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).

2. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).

3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).

4. The individual(s) filing the grievance must propose a specific remedy.

5. The issue and proposed remedy must be under the reasonable control of the District.

Workers' Compensation

Coverage and Reporting Responsibilities: All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the school office prior to seeking medical attention. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form available in the school office or Business Office.

In accordance with Board Policy 522.1, Alcohol and Drug-Free Workplace, medical attention sought from/required by an outside provider for a workplace injury will include alcohol and drug assessment testing. The assessment testing must be performed at one of ProHealth Works locations.

Employees who are injured on the job shall be required to seek necessary medical attention, including mandatory alcohol and drug assessment testing (for other than student-inflicted injuries), within two (2) days of the occurrence of the injury. Failure to comply with this directive may lead to disciplinary consequences.

Neither the District nor its insurance carrier will pay workers' compensation benefits for injuries that might happen if you voluntarily participate in an off-duty recreational, social, or athletic activity that the District might sponsor.

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

- The employee has the choice to be paid under sick leave benefits (if available) in lieu of Worker's Compensation benefits. If such choice is made, any compensation checks received by the employee must be endorsed over to the District. Choice will be made by the employee at the time the first compensation check is received.
- The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

Modified Duty Policy:

Purpose:

It is the policy of the District to provide or attempt to provide temporary work activities for employees who are unable to perform all or a portion of their regular work assignments or duties while recovering from an illness or injury claimed to be work-related. This allows injured employees to remain an active and vital part of the District, and to return to productive, regular work as quickly as possible.

NOTE: Any assignment to modified duty under the Return to Work Policy is intended to be temporary in nature, while the employee is recovering from the injury.

Procedure:

Any employee who suffers or claims to have suffered an injury or illness on the job is required to report the injury or illness immediately. Employees seeking medical treatment for a claimed work

injury must notify the Human Resources Department and obtain a Return to Work Form. The Return to Work Form must be completed by your healthcare provider with each visit, as it will allow us to determine your restrictions/limitations and review your eligibility to participate in modified duty under our Return to Work Policy.

Scope:

All active employees who are temporarily unable to perform their regular job while recovering from an alleged work injury may be eligible for modified work duties, which may consist of:

- Changed duties within the scope of the employee's current position
- Other available jobs
- Temporary "project-oriented" tasks
- An altered schedule of work hours

The decision to offer, or refuse, a modified duty assignment is at the sole discretion of the District. The District cannot guarantee that modified duty will be available to any employee recovering from a work injury, nor is the District under any obligation to offer, create or encumber any specific position for purposes of offering a modified duty assignment.

Duration:

Length of Duty

If work is available within the limitations or restrictions set forth by an employee's attending practitioner (as reflected in the Return to Work Form), that employee may be assigned modified duty for the duration of his/her recovery from the injury (healing period), as determined at the sole discretion of the District. Under no circumstances will a modified duty assignment extend beyond the completion of the healing period.

Daily Application

Employees recovering from work-related illnesses/injuries are expected to observe their medical restrictions and limitations at all times, both on and off the job. Any employee who disregards his/her restrictions or engages in conduct inconsistent with those restrictions will be subject to discipline, up to and including termination, regardless of where or when such conduct occurs, particularly where such conduct may operate to aggravate the employee's condition and/or prolong his/her recovery, eligibility for restricted duty or absence from work.

Procedure:

Compensation

Employees performing or assigned to modified duty will receive their regular pay while performing it. Any difference between an employee's pre-injury wage and modified duty earnings will be compensated in accordance with the Wisconsin Workers Compensation law.

Medical Appointments

Employees are expected to schedule medical appointments, practitioner appointments, tests, physical therapy, etc. during non-work hours. Employees may use time off for medical appointments, if they have it available, and if they coordinate the absence in advance with their supervisor.

Refusal to Participate:

Employees who have been offered modified duty are expected to report for their modified duty assignment as scheduled, just like any other assignment. Employees who refuse to participate in modified duty may no longer qualify for workers' compensation payments. Eligible employees may choose to utilize Family Medical Leave, if available, in lieu of light duty, until they recover or exhaust their eligibility.

Return to Work:

Once an employee recovers from the claimed work injury (i.e., reaches an end of healing), he/she will no longer be eligible to participate in modified duty. Employees will be expected to provide the District with a final report from their doctor, indicating whether they have been released for full duty, or detailing any permanent restrictions they may require. The District will then review whether there is work available for the employee, his/her right to reinstatement under the FMLA, if applicable, and any reasonable accommodations the employee may require.

Management Rights

Delineation of Rights: Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this *Handbook*/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited by enumeration to, the following rights:

- To direct all operations of the school system;
- To establish and require observance of reasonable work rules and schedules of work;
- To hire, promote, transfer, schedule and assign employees in positions within the school system;
- To suspend, discharge and take other disciplinary action against employees;
- To relieve employees from their duties because of lack of work or any other legitimate reason;
- To maintain efficiency of school system operations;
- To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
- To introduce new or improved methods or facilities;
- To select employees, establish quality standards and evaluate employee performance;

- To determine the methods, means and personnel by which school system operations are to be conducted;
- To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- To determine the educational policies of the District; and
- To contract out for goods and services.

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

Work Stoppage

Work Stoppage: Employees of the District shall not engage in, condone, assist or support any strike, slowdown, or sanction, or withhold in full or in part any services to the District. In the event of a violation of this Section, the District may take whatever disciplinary action it deems appropriate up to and including discharge.

Conformity to Law

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

Professional Compensation

Each administrator shall be compensated in accordance with the terms of his or her individual contract.

Payroll

Payroll Dates: Salaries will normally be paid in 24 equal installments. Payment for services rendered will be made on the closest and prior workday to the fifteenth and the last day of the month. The first payday of the contract year for 12-month assignments (24 equal installments) will normally fall on July 15. The first payday of the contract year for 10-month assignments (20 equal installments) will normally fall on September 15.

The payroll dates shall be the 15th and last day of each month. If the 15th or last day of the month falls on a weekend, the payroll date will be the preceding Friday. If a paid holiday falls on the 15th or last day of the month, payroll deposits shall be issued on the preceding day. The first pay date

of the school year for school year employees will be September 15th or the first day of school, whichever is later.

Direct Deposit Payment Method/ERMA: All employees shall participate in a direct payroll deposit plan. Direct deposit statements are available through ERMA. In addition to the above, each employee shall have access to electronic records indicating the number of accumulated paid leave days through ERMA (Employee Resource Management Access).

Employee Access (ERMA) Log-in procedures

To access employee payroll and time off information, go to:

- www.oasd.org
- Click on "staff login" . . . this is located in the upper right side of page
- Password is "2017oasd" . . . this changes in August of each year
- Click on ERMA icon
- Enter your ERMA login/password (if you forgot your password, click on "forgot your login/password")

Definitions for Payroll Purposes Only:

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

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

Pay Period: The pay periods shall begin on the 1st and 16th of each month.

Compensation and Expense Reimbursement
Applicable to All District Employees

Mileage Reimbursement: The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile in effect as of July 1 for that school year to each employee required by the District to drive his or her personal vehicle outside of the District during the course of performing duties for the District. Employees must submit all reimbursement requests within a reasonable amount of time but no later than July 1st of each year for the preceding school year. Requests not submitted within a reasonable amount of time are subject to denial.

Administrators shall receive a single annual taxable payment each school year in recognition of in-district travel expenses. The amount of the annual payment will be based upon the rate established by the Internal Revenue Service in effect as of July 1 of each year times the miles specified for the position as follows:

3,500 Miles High School Athletic Director/Associate Principal

3,200 Miles	Directors of: Business Services, Curriculum & Instruction, Human Resources, Research/Technology/Assessment, and Student Services
1,600 Miles	High School and Intermediate School Principals
1,400 Miles	Coordinators, Elementary Principals, Secondary Associate Principals

Reimbursement for Other Meal, Lodging and Related Expenses: Employees whose business responsibilities require that they incur meals, lodging, and related expenses while traveling out of the district shall be reimbursed upon the filing of a complete and accurate accounting on forms provided by the Business Office. Expenses for out-of-district travel, meals, lodging, and related costs shall have prior approval of the Superintendent. Good judgment shall govern the nature and extent of costs incurred. Employee requesting reimbursement must certify that the reported expenses were actual, reasonable, and necessary expenses incurred in the performance of authorized District business**.** Reimbursement for travel expenses shall not exceed limits as established by the School Board.

Sick and Funeral/Bereavement Leave

Sick Leave:

Annual Allocation

Administrators contracted for a period of ten (10) months shall be allow sick leave at a rate of twelve (12) days per year. Administrators contracted for a period of twelve (12) months shall be allocated sick leave at a rate of fourteen (14) days per year.

Advance Crediting

At the beginning of his/her employment year, each administrator continuing employment with the district will be credited with the full sick leave allocation for the year, with the exception that:

Administrators initially hired under a twelve (12) month contract will be credited at the date of hire with sixty (60) sick days for the first four (4) years of employment.

Administrators initially hired under a ten (10) month contract will be credited at the date of hire with sixty (60) sick days for the first five (5) years of employment.

Allocations for the first year will be prorated for contract periods beginning more than one (1) month after the beginning of the normal contract year.

Accumulation

Accumulation of sick leave days is not to exceed 100 cumulative sick days. At the beginning of every contract year, each administrator shall be credited with the number of sick leave days to be earned during that school year, provided these days added to the unused balance of sick leave allowance shall not exceed 100 cumulative working days.

In the event that the year's allotment causes the balance to exceed 100 sick leave days, those additional days (beyond- 100) may be used during the fiscal year first. Any sick leave days beyond the maximum accumulation not used during that fiscal year cannot be carried over the next fiscal year.

Reporting

All sick leave absences will be reported in the appropriate manner. Absences granted will be reported and deducted in one (1) hour intervals.

Eligibility

All absences due to personal illness and immediate family illness are deducted from sick leave (not to exceed accumulation).

1. Personal illness, injury or serious health condition of the employee.
2. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a handicapping condition as set forth in Wisconsin Administrative Code section PI 11.02(23) (Examples of a handicapping condition are: Cognitive disability, learning disability, autism, etc.)
3. Serious health condition of a spouse, child or parent.
4. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.

Definitions - the following definitions apply under this section

Immediate family illness is interpreted to be: employee's father, mother, brothers, sisters, spouse, children, father-in-law, and mother-in-law.

1. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 9.02, A (3), all definitions in this paragraph apply except for age eighteen (18).
2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse or domestic partner.
3. Spouse: means an employee's legal husband or wife.
4. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
   - Inpatient care in a hospital, nursing home, or hospice.
   - Outpatient care that requires continuing treatment or supervision by a health care provider.

Sick Leave Bank:

A Sick Leave Bank is intended to provide for the alleviation of a hardship caused to an employee and the employee's family in the event of extended illness, surgery or disability due to an injury when the employee is unable to perform the duties of his/her position and for the purposes of employee bereavement in the event of the death of employee's spouse or child. The purpose of the Sick Leave Bank is to provide additional compensated time off of work after exhausting all paid leave time earned by that employee.

Each fiscal year, employees may designate and donate one (1) of their accumulated sick leave days to a District sick leave bank. The decision to donate will be made by September 15 for use in that fiscal year. One sick leave day will then be deducted from the employee's total sick leave accumulation. Once the day is donated, it cannot be given back to the employee. All donations to the sick leave bank shall be voluntary. During the 2020-2021 fiscal year, employees may donate two (2) additional of their accumulated sick leave days, should employee illness related to COVID-19 create a need.

The bank is universally available to all staff, regardless of employment category and access to long-term disability insurance. There is no requirement to be a past or current donor to the bank to access days. Part-time employees will receive days on a pro-rated basis up to the FTE of scheduled hours.

In establishing the sick leave bank, each employee's donation of a sick leave day will be assigned a specific monetary value based on employment category. The use of a sick leave day would then deplete the sick leave bank by the salary/wage value of the employee using the day(s).

An employee can access paid sick leave bank days under the following conditions:

- All of the employee's paid time off must be depleted before accessing days.
- The absence must be related to a FMLA qualifying event: a serious health condition for self or family and last more than four (4) consecutive work days or be related to COVID-19 diagnosis.
- The reason for the request cannot be related to routine maternity/paternity leave.
- The use of sick leave days would not overlap into long-term disability coverage.
- Days will not be provided if Worker's Compensation is covering any part of the absence.
- No more than sixty (60) days can be used in any fiscal year.

If the above conditions are satisfied, the employee would need to make an application for the use of days to Human Resources. The Director of Human Resources will evaluate each request and will distribute days as allowable. Denials may be appealed to the Superintendent. Fifty percent (50%) of unused sick leave days in the bank as of June 30 of each year will carry forward to the following fiscal year. There shall be no more than 360 days in the bank at any one time, thus limiting the number of days that can be donated. Donations shall be accepted in the order in which they are received until the 360-day limit is reached.

Funeral/Bereavement Leave: Employees may request time off to attend a funeral or for bereavement with the use of sick leave. The length of the absence will be determined on a case-by-case with the supervisor and/or the Director of Human Resources. In the event an employee has no available sick leave, approved time off will be without pay. Employees may also use available personal day or vacation time for funeral and bereavement leave.

Holidays

Holidays: 10-month employees' calendar shall include three (3) paid holidays: Labor Day, Thanksgiving Day and Memorial Day.

12-month employees' calendar shall include eleven (11) paid holidays: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas and New Year's Eve.

Should any holiday fall on a weekend, a floating holiday will be awarded.

Vacation Days

Allocation of Days:

10-Month Contracts

Administrators employed under ten (10)-month contracts shall be eligible for the same unpaid vacation days that are set forth in the school calendar. In addition, with the Superintendent's prior approval, those administrators shall have the option of four (4) paid vacation days during the time school is in session.

12-Month Contracts

Administrators employed under a 12-month contract will receive paid vacation (20 working days) each fiscal year as outlined below. At the beginning of his/her employment year, each administrator continuing employment with the district will be credited with the full vacation allocation for the year. Allocations for the first year will be prorated for contract periods beginning more than one (1) month after the beginning of the normal contract year.

Local Years of Service	Number of Vacation Days
0-3	20
4-6	21
7-9	22
10-13	23
14-17	24
18+	25

Use of Paid Vacation: Paid vacation days are normally to be used during the contract year they are earned. Vacation periods will be determined by the administrator with the approval of the

Superintendent. Some portions of the allocated vacation days may be taken during the school year when scheduled well in advance with prior approval of the Superintendent.

Unused Days: Continuing twelve (12)-month administrators may carry over a limited number of vacation days for one (1) year, with written permission from the Superintendent. Normally, not more than ten (10) days will be carried over to the following year. Continuing ten (10)-month administrators may carry over two (2) days to the following year. Unused vacation days, for which permission to carry over to the next year has not been granted, will be lost. It is the intent of the School Board to limit payment to departing twelve (12)-month administrative employees for unused vacation. No more than twenty (20) vacation days will be paid. Vacation is pro-rated upon departure for mid-year resignations.

Work from Home Days

Allocation of Days: Each administrator may use up to five (5) work from home days with the pre-approval of the Superintendent or designee. These days are non-cumulative, and two (2) days may be carried over to the following year with the Superintendent's approval.

Court Absences/Leaves

Jury Duty: Subject to the provisions below, a non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which he or she is summoned by the court when such duty occurs during the employee's work hours. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days. Payment received for mileage shall be retained by the employee.

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

Other Paid Court Absences: Time off with pay shall be granted to any employee when necessary appearances in any legal proceeding occurs arising out of the employee's employment, except in proceedings involving adversary court action between employee(s), union or District.

Time off with pay, with reduction in salary equal to the amount of witness fees, shall be granted when an employee is subpoenaed to appear in an official proceeding, if such proceeding does not involve self-employment, other employment or other employer.

Payment received for mileage shall be retained by the employee.

Unpaid Court Absences: Court proceedings in which an employee is party to an action, non-job-related, shall not be considered as valid reason for paid absence. This includes self-employment, other employment, or other employer.

Religious Absences

Time off with pay for up to one (1) religious holiday annually for religious observance within the faith of which the individual employee is a member shall be granted.

Uniformed Services Leave

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

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

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

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

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

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

Benefits

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

Eligibility: An employee whose individual contract has an assignment of one hundred percent (100%) of full-time equivalency is eligible to participate in the District's dental insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than one hundred percent (100%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single benefit plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.

Commencement and Termination of Benefits: Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits described in this Handbook terminate according to the following schedule:

If an employee resigns or is terminated, District coverage shall cease at the end of the month the resignation or termination becomes effective.

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

If an employee is on leave and/or experiences payroll deductions that do not allow for the District to meet premium payments, the employee is responsible to pay the premiums for dental insurance or dental insurance will be terminated.

Premium Contributions:

Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay ninety-four percent (94%) of the full amount of the single premium of the dental insurance plan. Employees shall be responsible for the remaining portion of the premium (6%) through payroll deduction.

Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay ninety-four percent (94%) of the full amount of the family premium of the dental insurance plan. Employees shall be responsible for the remaining portion of the premium (6%) through payroll deduction.

Health and Vision Insurance: The Board shall provide health and vision insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

Eligibility: An employee whose individual contract has an assignment of one hundred percent (100%) is eligible to participate in the District's health insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than one hundred percent (100%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single benefit plans or one family

plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.

Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* terminate according to the following schedule:

If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

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

Premium Contributions:

Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than ninety-four percent (94%) of the single premium of the health savings account (HSA) health insurance plan or eighty-eight percent (88%) of the single premium of the health reimbursement arrangement (HRA) health insurance plan and fifty percent (50%) of the single premium of the vision insurance plan. Employees shall be responsible for the remaining portion of the premium (6% or 12% as elected for health and 50% for vision) through payroll deduction.

Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than ninety-four percent (94%) of the family premium of the health savings account (HSA) health insurance plan or eighty-eight percent (88%) of the single premium of the health reimbursement arrangement (HRA) health insurance plan and fifty percent (50%) of the family premium of the vision insurance plan. Employees shall be responsible for the remaining portion of the premium (6% or 12% as elected for health and 50% for vision) through payroll deduction.

Cafeteria Plan/Flexible Spending Account: The District will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account [FSA] under applicable sections of the Internal Revenue Code (§ 105, § 106, § 125 and § 129) to permit those employees who are eligible for health insurance coverage to reduce their salary and contribute to an FSA to cover the following expenses:

- Payment of insurance premium amounts (IRC § 106);
- Permitted medical expenses not covered by the insurance plan (IRC § 105) to a maximum of $2,600 per calendar year, and
- Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

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

Health Reimbursement Arrangement (HRA): Employees and their dependents will have access to a Section 105 Health Reimbursement Arrangement. The Health Reimbursement Arrangement will reimburse the last $500 of each family member's deductible. These reimbursement dollars are funded by the Oconomowoc Area School District. All employees

covered under the group health plan will be eligible for the Health Reimbursement Arrangement. There are no claim forms that need to be filed by the employee/retiree or his/her dependents. Instead, the reimbursement dollars will be paid directly to the doctors and providers. The reimbursement will be up to $500 per deductible whether the deductible expenses are for in-network or non-network claims. For a family, the maximum allowable reimbursement will be $1,000 (wellness requirements met) for all family members combined. For single plan, the maximum allowable reimbursement will be $500 (wellness requirements met). Eligibility for this Health Reimbursement Arrangement is subject to the requirements as established in the Empowered Health Wellness Plan for the District. Should an employee waive participation in the District health plan and elect to receive the Alternative Benefit Plan (ABP) and later enroll in the District health plan as a result of a qualifying event, the District HRA reimbursement will be reduced by all payments made under the ABP. Employees must be enrolled in the HRA-compatible group health plan to be eligible for the District's HRA reimbursement. Access to the employer HRA reimbursement pertains to active OASD employees only.

Health Savings Account (HSA): Employees and their dependents will have access to a Health Savings Account (HSA). A HSA is a tax-advantaged medical savings account available to employees who are enrolled in the District's high-deductible health plan (HDHP). Funds contributed to an HSA are not subject to federal income tax at the time of deposit. HSA funds roll over and accumulate year to year if they are not spent. HSA's are owned by the employee. Employees are responsible to obtain and maintain all required forms and documents for HSA withdrawals. The District will fund the employee HSA at an amount, frequency, and timing to be determined annually. Employer contributions will be made in equal payments twice per year as determined by the employer. To receive employer funding, an individual must be employed on the funding date. Each employee will receive the first employer contribution on the earliest date occurring after his/her official start date. The contribution amount will be based upon the employee's participation in the OASD's Wellness Program.

For a family plan, the maximum allowable distribution will be $4,000 (wellness requirements met)/$3,000 (wellness requirements not met) for all family members combined. For a single plan, the maximum allowable distribution will be $2,000 (wellness requirements met) /$1,500 (wellness requirements not met). Eligibility for this Health Savings Account (HSA) is subject to the requirements as established in the Empowered Health Wellness Plan for the District.

Life Insurance: The Board shall provide life insurance at an amount equal to two times (2x) salary to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

Eligibility: Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of one hundred percent (100%) of full-time equivalency is eligible to participate in the District's life insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than one hundred percent (100%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The life insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

If an employee resigns or is terminated who has completed the school year, his/her life insurance benefits shall terminate June 30th.

Premium Contributions: The District shall pay the cost for term life insurance equal to each eligible employee's salary as recorded by WRS. The employee may purchase additional life insurance by paying the additional premium in accordance to the rules of the life insurance carrier.

Long-Term Disability Insurance: The Board shall provide long-term disability insurance to eligible employees. Benefits payable through long-term disability insurance will be integrated with other forms of disability income, if applicable. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

Eligibility: Any employee whose individual contract has an assignment of at least one hundred percent (100%) of full-time equivalency is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than one hundred percent (100%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The long-term disability insurance benefits described in this Handbook terminate according to the following schedule:

If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate on the last day of employment.

Premium Contributions: The District shall pay the full premium for long-term disability insurance. The benefits will be equal to ninety percent (90%) of the employee's monthly wages.

Coverage shall begin after the 90th consecutive calendar day of disability and continue until the employee is eligible to work or until the employee reaches age 65.

Return to Work Rights: Individuals on long-term disability will have return to work rights, where possible, to a position most similar to the one the employee last held for a period of 12 months commencing from the end of the school year in which the leave began. The District will continue to provide health/dental/vision benefits during the year in which the leave begins and for the duration of the return to work period of time at the level of coverage and Board premium contribution equal to active employees.

Health Risk Assessment: All employees enrolled in the District's insurance are covered by this provision.

The health risk assessment consists of a screening process that includes blood pressure checks, height and weight to determine BMI, cholesterol tests (HDL and LDL levels and the employee's ratio), blood glucose tests, and triglycerides levels. In addition, the employee receives a computerized personal wellness profile to provide a comprehensive heart health assessment.

The District may modify the requirements at any time. The Health Risk Assessment may be offered on-site at designated times.

The District will pay the full cost of the health risk assessment. The Health Risk Assessment must be completed every year and is the responsibility of the employee if he/she desires to be eligible for a health reimbursement account to fund a portion of the employee deductible. For employees on a family plan, spouses must also complete this requirement to be eligible for participation in the health reimbursement account.

Employees with pre-existing medical conditions may be exempt from portions of the Health Risk Assessment based upon certification from the employee's physician that the employee cannot complete that portion of the Health Risk Assessment due to the employee's pre-existing medical condition. The employee is still obligated to complete the other portions of the Health Risk Assessment in order to be eligible for participation in the health reimbursement account. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.

If the Health Risk Assessment is not completed by both the employee and spouse, where applicable, by the annually established deadline, the employee will be responsible for the full employee health insurance deductible if the employee is enrolled in the District's health insurance.

The District will be responsible for contacting a health provider and arranging the Health Risk Assessment for the employees. The District will offer the assessment on-site at times and dates convenient for the employees. An employee may schedule an appointment for the Health Risk Assessment off-site directly with the health provider chosen by the District.

The only information that the District will receive from the health provider is whether the employee and his/her spouse did or did not take the Health Risk Assessment in accordance with patient privacy laws.

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

Qualifying Events: An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage (which is typically for a period of 18 months as described below) if District -sponsored coverage is lost due to the occurrence of any of the following qualifying events:

- Voluntary or involuntary termination of employment for any reason other than "gross misconduct." (e.g., resignation or retirement);
- Death of the covered employee;
- Divorce or legal separation from the covered employee;
- Loss of "dependent child" status;

- Eligibility for Medicare entitlement;
- Reduction in work hours such that the employee no longer qualifies for coverage under the plan.

Period of COBRA Continuation: In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.

COBRA Extension [Second qualifying events]: A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:

- The employee's death;
- Divorce or legal separation;
- The covered employee becomes eligible for Medicare;
- A child loses his or her "dependent child" status.

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

Premium Cost & Payment: The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). Access to the employer HRA reimbursement and HSA funding does not pertain to non-active employees electing COBRA continuation. If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.

Termination of Coverage: Employee continuation coverage may be terminated automatically if:

- The employee fails to make a monthly premium payment to the District on time;
- The employee obtains similar coverage through a different employer;
- The employee becomes eligible for Medicare and convert to an individual policy;
- The District terminates its health plan;
- The employee's guaranteed continuation period expires.

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

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

Disability Extension - If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days

of COBRA continuation coverage, the employee and his or her family's qualified beneficiaries may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11)-month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from his or her family is disabled and within the first eighteen (18) months of COBRA continuation coverage. (The cost of COBRA coverage will increase from 100% to 110% of total premium during this additional eleven (11)-month extension period.).

RETIREMENT BENEFITS

ALL post-employment benefits, including contributions and all other stated or unstated components, are established for the term of this handbook and are subject to amendment or extension through School Board Action.

The deadline for notification is February 1 of the year in which the retirement occurs.

Early Retirement Benefits:

Voluntary early retirement shall become effective at the end of the fiscal year. To be eligible, an individual must be at least 55 years of age and not more than 64 years of age by August 31 of the year in which the employee retires and have completed fifteen (15) full-time equivalent years in the district.

The Board shall provide a contribution to a 403(b) plan as outlined below.

For Staff hired Prior to July 1, 2007:

Number of Years of Post-Employment Eligibility:

- For retirements occurring July 1, 2020 through June 30, 2022, the number of years of contribution shall be five (5) years at $16,000.00 for those participating in family insurance or $7,000 for those participating in single insurance or Alternative Benefit Plan at the time of retirement.
- For retirements occurring July 1, 2022 through June 30, 2027, the number of years of contribution shall be five (5) years at $10,000 for those participating in family insurance or $ $4,400 for those participating in single insurance or Alternative Benefit Plan.at the time of retirement.

Commented [HD1]: Is 5 years and the amounts correct for administrators?

For Staff Hired On or After July 1, 2007:

Number of Years of Post-Employment Eligibility:

- For retirements occurring July 1, 2018 through June 30, 2022, the number of years of contribution shall be three (3) years at $16,000.00 for those participating in family insurance or $7,000 for those participating in single insurance or Alternative Benefit Plan at the time of retirement.
- For retirements occurring July 1, 2022 through June 30, 2027, the number of years of contribution shall be three (3) years at $10,000 for those participating in family insurance or $4,400 for those participating in single insurance or Alternative Benefit Plan at the time of retirement.

Commented [HD2]: Is 5 years and the amounts correct for administrators?

Retirees who participate in the District HRA plan or HSA plan at the time of retirement and choose to continue coverage through COBRA **must** continue in the same plan. The employee is responsible for 100% of the premium cost under COBRA. The 403(b) TSA retirement contribution may be utilized towards these premiums.

In the event the retiree receives 403(b) contributions and dies before the District has made all of the 403(b) contributions provided herein, and the retiree has a surviving spouse, the spouse shall be paid the balance of any unpaid contributions.

Health Benefits for Retirees

Individuals who retire from the District may elect to continue coverage through the District's health, vision, and/or dental insurance plans as permitted by COBRA. COBRA coverage will be terminated automatically in the event that a retiree fails to make a monthly premium payment on time, obtains similar coverage through another employer, or the District terminates any insurance plan. At Medicare age, COBRA health insurance terminates. No further coverage related to the District plan is available when the COBRA period expires.

Normal Retirement Benefits:

For employees retiring at age 65 or older with 15 full-time equivalent years of service, the District shall provide three (3) years of a contribution to a 403(b) in the amount of $5,000.

Wisconsin Retirement System (WRS) Contributions: The Board agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution. WRS participants are required to make an employee contribution to the WRS in an amount equal to one-half of all actuarially-required contributions, as approved by the Employee Trust Fund (ETF) Board.

Salary Deferrals – 403b Plan: The District will maintain a 403(b) program, and employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle").

The employee may make 403(b) elective salary reductions in one or both of the following ways:

- Pre-tax dollars (salary reduction, also known as "regular" 403(b) contributions) or
- After tax dollars (also known as "Roth" 403(b) contributions).

Employees will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by the District-approved vendor, as required by the IRS Code and as directed by the District's plan document.

The amount to be deducted is selected and the determination made wholly by the person choosing to participate.

Employees may choose to defer a specific dollar amount or percentage up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral

(414(v)(2)(B)(i)), and the “catch up” provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.

The salary reduction and catch-up limits will be adjusted from time to time to conform to statutory limits.

Salary Reduction Agreement is located on the vendor’s website.

All changes to salary reductions can be made on-line or by contacting the vendor.

Annual Payment

In addition to the contracted salary, the District will provide an annual payment to the 403(b) program authorized by the District and designated by the individual administrator. There will be two uniform payment amounts: one for 10-month administrators and one for 12-month administrators. The amount of the annuity payment can be expected to vary from year to year. The availability of this annuity will be determined on a year-by-year basis, depending on budget.

District Contributions

Full-time employees and part-time employees working 72% - 99% FTE who will not be eligible for early retirement benefits (employees who will not attain age 55 with 15 full-time equivalent years of service by June 30, 2027), will have the opportunity to participate in a 403(b) tax sheltered annuity program with a District matching contribution.

The District will offer a 403(b) plan with a dollar-for-dollar match of the employee contribution up to a maximum of $600 (amount subject to change annually). Employees can contribute more than $600 subject to IRS annual deferral limitations.

The vesting period for the District contribution is three (3) years. Should the employee sever employment with the District without completing three (3) years of service, the District portion of the contribution is forfeited. Once the District contribution has vested, this benefit shall be portable should the employee sever employment.

Liability Insurance: Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy.

Disclaimer: *The District reserves the right to modify any or all benefits listed in this Handbook based upon tax changes, required federal or state mandates, necessary budget adjustments or any other reason as approved by the School Board.*

Job Responsibilities

Professional Level of Competence: Administrators shall perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board which now exist or which may be hereinafter enacted by the Board. The Board shall furnish administrators with a written copy of all rules,

regulations and policies now in effect or becoming effective during the term of the administrator's contract.

Devotion of Full-time Job: Except as is otherwise provided in the administrator's individual contract, administrators shall devote full time to the duties and responsibilities normally expected of the administrator's position. Administrators shall not engage in any pursuit, or accept any other employment, including coaching duties, which interferes with the proper discharge of the Administrator's duties and responsibilities. Paid consulting work is not allowed during the expected professional work day and must be conducted on approved vacation days, evenings or weekends.

Job Description: The Board shall provide employees with written job descriptions of each employee's services, duties and obligations.

Professional Growth and Licensure

Licensure: As required, administrators shall maintain a valid license or certificate, properly registered and issued by the State of Wisconsin, sufficient to lawfully permit each administrator to perform such duties as may be assigned.

Requirement to Remain Current: All administrators shall engage in independent and active efforts to maintain high standards of individual excellence. Administrators are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national administrator associations; seminars, workshops and courses offered by institutions of higher learning, and other formal and informal professional development activities.

Professional Reimbursement Program: Tuition and fees for pre-approved graduate-level course work will be reimbursed upon submission of proof that the course has been completed with a passing grade. The approval form is available in the Human Resources Office. The rate of reimbursement will be 100% of approved tuition and fee expenses provided that annual maximums are not exceeded. Expenses for approved course work in excess of annual maximum amounts may be reimbursed during subsequent school year or years of administrative employment with the District. The maximum annual reimbursement for each administrator is $3,600 per year. This maximum may be exceeded with Superintendent approval on a borrow-ahead basis.

Doctoral Degree Stipend: An administrator who attains a Superintendent approved PhD (Doctor of Philosophy) degree or an Ed.D (Doctorate in Education) degree is eligible for an annual stipend payment in the amount of $3,600 for up to 7 years. This annual stipend payment will be paid by lump sum on the first payroll of the contract year (July 15 for 12-month administrators and September 15 for 10-month administrators) and will not increase the base salary.

In the event that the administrator voluntarily leaves employment within the 3-year period after attaining such degree, the administrator is required to make full repayment of all stipend payments as a condition of release from contract. The administrator cannot defer payments beyond the 3-year window to avoid repayment.

This stipend payment is not available to administrators who are hired with a PhD or Ed.D degree.

Professional Associations: Upon request, the district will pay memberships to the following professional organizations for each of the members of the administrative staff, unless alternate memberships are requested and approved by the superintendent: a state association (e.g., AWSA, WASBO), a national association (e.g., NEMSPA, NASSP) and ASCD (Association of Supervision and Curriculum Development). A list of district funded memberships for each administrator will be updated annually.

Civic Participation: The Board shall pay annual dues for membership in an Oconomowoc civic organization of the administrator's choice, subject to approval by the Superintendent.

Administrator Evaluation

General Provisions: Administrators shall receive written evaluations based on board adopted position descriptions, including job related activities, and shall include observation of the administrator's performance as part of the evaluation data.

Evaluation Frequency: Administrators shall receive a written evaluation in their first year of employment and at least every third year thereafter.

Evaluators: The Board is responsible for the school Superintendent's evaluation. The Superintendent is responsible for the evaluation of other administrators and shall either perform those evaluations him or herself or shall direct that those evaluations be performed by other persons who have the training, knowledge and skills necessary to evaluate professional administrative school personnel.

Discipline, Termination, and Nonrenewal

Standard for Nonrenewal: Administrators employed in the District are subject to nonrenewal on a statutory basis, as prescribed in § 118.24, Wis. Stats. No administrator shall be non-renewed for arbitrary or capricious reasons. Such nonrenewal shall be exclusively subject to the provisions of § 118.24, Wis. Stats. and is not covered by the grievance procedure under this *Handbook*. The nonrenewal of an administrator is not a termination under this *Handbook*.

Standard for Discipline and Termination: An administrator may be disciplined or terminated for unacceptable work performance or misconduct. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*. The following standards apply:

- there is a factual basis for the discipline or termination that supports a finding of administrator conduct in which the District has a disciplinary or termination interest; and
- the particular discipline or termination imposed by the District is not unreasonable.

Disciplinary Materials: Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material as stipulated in Section §103.13, WI Stats.

Grievance Procedure

Purpose: Employees shall use the following procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues. The purpose of this Section is to provide for the exclusive internal method for resolving grievances concerning discipline, termination and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

Grievance Definitions:

Grievance: A "grievance" is defined as any complaint that arises concerning discipline, termination or workplace safety.

Grievant: A "grievant" may be any employee other than a casual employee (i.e. substitute, coach).

Day: The term "days" as used in this Section shall mean regularly scheduled workdays, unless otherwise indicated.

Time Limits: The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below. Timely service of a response which is served by United States Mail will be indicated by the date upon which the response is post-marked. If the response is sent by email, the date of the email will be the date of the response.

Grievance Processing Procedure:

Timelines

Informal Grievance Submission: The employee must discuss any grievance related to discipline or workplace safety with the employee's immediate supervisor within five (5) working days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue and prior to filing a formal written grievance in order to informally resolve the issue. Grievances related to termination may proceed straight to the written grievance step.

Formal Grievance Submission: The employee must file a written grievance within fifteen (15) working days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. "Working day" is defined as any day that the District Business Office is open. The grievance must be in writing.

Administrative Response: The Director of Human Resources (or designee) will meet with the grievant within fifteen (15) working days of receipt of the written grievance. The Administration will provide a written response within five (5) working days of the meeting.

Impartial Hearing: The grievant may file an appeal to the Impartial Hearing Officer by giving written notice to the Director of Human Resources within ten (10) working days of the Administrative Response. The Administration will work with the Impartial Hearing Officer and grievant to schedule a mutually agreeable hearing date. The procedures which shall be followed are as specified below.

Impartial Hearing Officer Response: The Impartial Hearing Officer shall file a written response within thirty (30) working days of the hearing date.

Appeal to the School Board: The School Board may decide, in each situation, whether it will review the record and make a decision, or whether it will assign an independent third party to review the record and create a recommendation for the School Board's review. The manner of review is at the sole discretion of the School Board. Normally the School Board will not take additional testimony or evidence; it may only decide whether the Administration reached an arbitrary or capricious decision based upon the information which was presented to the IHO.

All timelines may be extended by mutual agreement or by determination of the School Board.

General Requirements

An employee may only initiate a grievance in writing regarding employee termination, employee discipline or alleged workplace safety issues.

The term "employee termination," as used in this section, shall not include the following:

- Layoffs
- Workforce reduction activities
- Voluntary termination including, without limitation, quitting or resignation;
- Job abandonment
- End of employment due to disability
- Retirement
- Any other cessation of employment not involving involuntary termination including but
- not limited to completion of assignment of a temporary, seasonal, contract, daily assignment, substitute or replacement employment relationship

The term "employee discipline," shall include any employment action that results in disciplinary suspension without pay, disciplinary reduction in pay or other benefits, or disciplinary demotion.

The term "employee discipline," as used in this section, shall not include the following:

- Plans of correction or performance improvement
- Performance evaluations or reviews
- Documentation of employee acts and/or omissions in an employment file
- Oral or written reprimands
- Administrative suspension with pay

- Administrative suspension without pay pending investigation of alleged misconduct or nonperformance
- Non-disciplinary wage, benefit or salary adjustments
- Demotion
- Other non-material employment actions

The term "workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation or School board policy relating to workplace safety.

The written grievance must contain:

- A statement of the pertinent facts surrounding the nature of the grievance
- The date the incident occurred
- The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion
- The specific requested remedy
- The workplace safety rule alleged to have been violated, if applicable
- The grievant's signature

The Administration's written response to the grievance must contain:

- A statement of the date the meeting between the Administration and grievant was held
- A decision as to whether the grievance is sustained or denied
- In the event the grievance is denied, a statement outlining the timeline to appeal the
- denial
- Information why the grievance was sustained or denied

Impartial Hearing Officer Selection: The Administration shall select the Impartial Hearing Officer (IHO). The IHO shall not be an employee of the district. The IHO may be an employee of another district, a retired school administrator, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the district.

Impartial Hearing Officer Standard of Review: The IHO will adhere to specific guidelines set forth by the District regarding hearing procedures. The standard of review for the IHO is whether the decision of the Administration was arbitrary or capricious. A decision will not have been arbitrary or capricious if it was made in the best interest of the district. If the decision was not arbitrary or capricious then the IHO is required to find on behalf of the Administration. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence.

The Impartial Hearing Officer's written recommendation to the grievance must contain:

- A statement of the pertinent facts surrounding the nature of the grievance

- A recommendation as to whether the grievance is sustained or denied, with the rationale for the recommendation
- A statement outlining the timeline to appeal the recommendation
- The IHO must sustain or deny the decision of the Administration. Authority is not given to modify the decision as made by the Administration.

Appeal to the School Board:

The School Board will review the grievance record, including the post-grievance briefs filed by each party as well as the written decision of the Independent Hearing Officer.

The School Board's written decision regarding the grievance must contain a decision as to whether the grievance is sustained, denied or modified. The standard of review for the School Board is whether or not the decision of the Administration was arbitrary and capricious.

Process

Grievances will be processed per the provided timelines.

- An employee may advance a grievance to the next step if a response is not provided within the designated timeframes.
- An employee may not file or advance a grievance outside of the designated timeframes.

The Director of Human Resources may advance a grievance to the next step at the written request of either the employee or the supervisor.

Failure of the employee to adhere to any of the specified timelines within the process shall result in the grievance being denied. The School Board in its discretion may, however, consider an otherwise untimely grievance at the School Board level of the grievance procedure.

Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.

Granting the requested or agreed upon remedy resolves the grievance.

The decision of the School Board is final and not subject to further review.

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

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

Grievance Initiation Form:

GRIEVANCE INITIATION INSTRUCTIONS

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

Employee Category: _____

Job Title: _____

School: _____

Employee Name: _____

Home Address: _____

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

_____

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

_____

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

_____

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

_____

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

_____

Name/Title of Immediate Supervisor: _____

6. What other person do you want notified regarding this grievance?

_____

Name / Mailing Address

That person's role in this grievance:

_____

Employee's Signature/Date

Grievance Appeal Form:

GRIEVANCE APPEAL INSTRUCTIONS

Complete the original and two copies. Please print or type. Send the original to the next higher authority to hear the grievance. An appeal must be filed within the time limits provided or it will be dismissed with prejudice.

Employee Category: _____

Job Title: _____

School: _____

Employee Name: _____

Home Address: _____

Date of Grievance Initiation: _____

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

Name/Title/Date

2. Nature of Grievance:

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

4. Reason for Appeal:

_____Employee's Signature/Date

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