

**Necedah Area School District**  
***Employee Handbook***

***August 18, 2025***

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# NECEDAH AREA SCHOOL DISTRICT



## GRADUATE PROFILE

**VISION:** Leadership and learning without personal limitations and beyond institutional boundaries.

**MISSION:** We will effectively prepare every student for an ever-changing world by ensuring authentic engagement and utilizing transformative learning solutions.

**Citizenship:** Students will understand their relationship to the world they live in as shown by demonstrating respectful, engaged, dependable, and self-controlled behaviors which inspire confidence and persistence in themselves and others.

**Communication Skills:** Students will develop the ability to model empathetic listening skills with others, while also interpreting and creating communications to various audiences via appropriate media technologies and personal interactions.

STUDENT  
ENGAGEMENT

**Life Skills:** Students will become prepared for life and career by focusing on critical thinking, problem-solving, creativity/ imagination, and collaboration/teamwork using passions, interests and strengths.

**World-Class Knowledge:** Students will meet rigorous standards in Language Arts and Mathematics for college and career readiness. Future readiness also includes students studying World Language, Science, Technology, Engineering and Mathematics (STEM), Arts and Social Sciences.

Follow Our Story at #NecedahPride

## *Necedah Area School District Contacts*

### *School Board Members*

Dan Dutschek, President  
John Ard, Vice President  
Roger Herried, Treasurer  
Matthew McNally, Clerk  
Mike Horak, Board Member

### *Administration*

<b>Superintendent/Director of Instruction</b>	Tanya Kotlowski	Ext. 120	Cell 414-322-3175
<b>Middle/High School Principal</b>	Mark Becker	Ext. 102	Cell 608-548-8071
<b>Elementary Principal</b>	Jessica McCracken	Ext. 110	Cell 608-633-6634
<b>Director of Pupil Services</b>	Matthew Sherwood	Ext. 108	

### *Supervisors*

<b>Food Service</b>	Cindy Stainbrook	Ext. 503	
<b>Building and Grounds</b>	Adam McCracken	Ext. 308	
<b>Transportation/Mechanic</b>	Billy Forsythe	Bus Garage 565-2115	
	Heidi Bridge	Bus Garage 565-2115	

### *School Contacts*

<b>After School Program Coordinator</b>	Linda Lowery	Ext. 105	
<b>Athletic Director/Dean of Students</b>	Dave Decker	Ext. 314	
<b>Dean of Students</b>	Michelle Bulin	Ext. 233	
<b>ATODA</b>	Heather Moore	Ext. 105	
<b>Library Media Specialist</b>	Joni Mach	Ext. 211	
<b>School Social Worker 4K-5</b>	Paola Milbauer	Ext. 109	
<b>School Counselor 6-12</b>	Heather Moore	Ext. 104	
<b>School Nurse</b>	Kammy Quinnell	Ext. 114	
<b>School Psychologist</b>	Mary Hansen Thyne	Ext. 106	
<b>TAG Coordinator</b>	Jessica McCracken/Elem. & Kim Waltemath MS/HS		
<b>Technology – Integration</b>	Kris Saylor	Ext. 308	
<b>School Resource Officer (SRO)</b>	Dep. Jessica Meyer	Ext. TBD	

### *Administrative Assistants*

<b>Business Services Specialist - HR</b>	Angie Wollschlager	Ext. 117	
<b>Business Services Specialist - Finance</b>	Angie Wagner	Ext. 118	
<b>Elementary Office</b>	Melissa Dutschek	Ext. 112	
<b>Elementary Office</b>	Whitney Hutchins	Ext. 111	
<b>Middle/High Office</b>	Laurie Brown	Ext. 100	
<b>Middle/High Office</b>	Lisa Smelcer	Ext. 101	

## District Emergency Procedures

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

A school email will be sent to all staff as soon as a decision is made. Automated calls will be placed to student and employee home phone numbers beginning at 5:30 a.m. or as soon as practicable using the District's Emergency Notification System (ENS).

Local television and radio stations will also be notified by 5:45 a.m. or as soon as practicable.

**Television:** WISC-TV Channel 3 Madison, WMTV Channel 15 Madison, WKOW Channel 27 Madison, WKBT Channel 8 LaCrosse, WAOW Channel 9 Wausau

**Radio Stations:** WRJC Mauston 92.1 FM Wisconsin 106 FM Adams

Information will also be posted on the District Facebook Page.

Employees are encouraged to monitor these TV and radio stations during times of questionable weather and will be contacted through Messenger and email regarding closings.

## Security

### In case of an emergency call:

**Emergency – 911**

**Non-emergency sheriff's department 608-847-5649**

**Necedah Police Department 608-565-2405**

**Tanya Kotlowski 414-322-3175**

***PART I– PROVISIONS  
APPLICABLE  
TO ALL STAFF***

## SECTION 1: PREAMBLE AND DEFINITIONS

### 1.01 About this *Handbook*

- A. Employees Covered: This *Handbook* is provided as a reference document for the NECEDAH AREA SCHOOL DISTRICT's (hereinafter referred to as "District") employees.
- B. Disclaimer: 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 are available in the District office and on the District website. 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 Necedah School Board.

The District reserves the right to change or suspend the contents of this Handbook, policies or procedures at any time.

### 1.02 Definitions

- A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. Discipline: Discipline is defined as a suspension [unpaid or paid], or a written reprimand.
- C. Regular Employees: Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
  - 1. Regular Full-time Employee: Regular full-time employees are defined as one who works 30 or more hours per week for a school year or more per year.
  - 2. Regular Part-time Employee: Regular part-time employees are defined as one who works a school year or more, but less than 30 hours per week for a school year or more per year.
  - 3. Exclusions: A regular full-time or regular part-time employee does not include seasonal/summer school employees, casual employees, substitute or temporary employees as defined in this Section.
- D. Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.
  - 1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
  - 2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
- E. Student Employees: Student 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.

- F. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence.
- G. Support Staff: Any employee who provides support to the District's programs and whose position does not require a professional certificate. This category includes special education paraprofessionals.
- H. Supervisor: The District will identify the individual employee's supervisor.
- I. Teacher: Teachers are defined as persons hired under a contract under § 118.21, Wis. Stats.
- J. 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.
- K. Termination: Termination is defined as a separation from employment by the employer for disciplinary or quality of performance reasons.
- L. Workplace Safety Definition for Grievance Procedure: This procedure is available in the case of any employees disagreement with discipline or termination or employment, as well as any matter relating to workplace safety. [See Board Policies 3340 or 4340]

### **1.03 General Personnel Policies**

This *Employment Handbook* is subservient to, and does not supersede the provisions set forth in Board Policies – Series 3000 and 4000.

## **SECTION 2. EMPLOYMENT LAW**

### **2.01 Employment of Minors**

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

### **2.02 Equal Opportunity**

It is the policy of the District that no person may be illegally discriminated against in employment by reason of their age, race, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by State or Federal law.

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

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act must be made to the employees' immediate supervisor (verbally or in writing) in accordance with Board Policies (1422, 3122, & 4122).

### **2.03 Family and Medical Leave Act**

See Board Policies: 1630.01, 3430.01 and 4430.01.

## **2.04 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 Board Policy.

## **2.05 Harassment and Bullying**

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of harassment and bullying. The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

- A. Unwelcome sexual advances, comments or innuendos;
- B. Physical or verbal abuse;
- C. Jokes, insults or slurs based on any personal characteristic described above in section 2.02 (*Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks*);
- D. Taunting based on any personal characteristic described above in section 2.02; and/or
- E. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

All employees are responsible for ensuring that harassment and bullying do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain that harassment and bullying do not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of harassment or bullying or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures (Board Policy 1662). All reports regarding employee harassment or bullying shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint in good faith under this policy. The District shall take appropriate and necessary action to eliminate employee harassment and bullying. Actions that are determined to be harassment or bullying shall be subject to disciplinary action, up to and including dismissal.

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

## **SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS**

### **3.04 District Expectations**

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

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

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

### **3.05 Accident/Incident Reports**

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted to the District office within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Handbook*, Section 7, pp. 34-35.

### **3.06 Attendance**

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

Employees who are unable to report to work shall follow the applicable procedures:

**Teachers, paraprofessionals, administrative assistants:** Absences must be pre-approved for conferences, workshops, doctor appointments, funerals, personal day, etc. Fill in an absence report request through ERMA. Arrangements for absences due to illness or emergencies should be made as early as possible. In order to obtain a substitute, your supervisor needs to be notified no later than 6:00 am on the day of your absence. Be sure to report your absence through ERMA once you have returned to school.

**Custodians, bus drivers, kitchen workers:** Contact your immediate supervisor as early as possible but no later than two hours before your shift begins.

Any time spent not working during an employee's scheduled day must be accounted for in **ERMA** using the appropriate reasons (Please see Section 8, p. 35.) 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.

### **3.07 Bulletin Boards**

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

### 3.08 Child Abuse Reporting

Wisconsin law (Wis. Stat. sec. 48.981(2)(a)16m) requires all employees of Wisconsin public school districts who have reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report to his/her applicable administrator and to the Department of Social Services (847-2400). If you suspect that the child is in immediate danger also call the local police (565-2405) and/or sheriff's department (847-5649). A reporting form is available from your principals or counselors (See Appendix).

### 3.09 Communications

District employees are expected to abide by the following rules when using information technology and communication resources.

#### A. Electronic Communications:

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

B. User Responsibilities: Network/internet users (students and District employees) are responsible for their actions in accessing available resources. The Acceptable Use Policy will apply to all users (students and employees) of the network/internet. [See Board Policy 7540]

C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

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

“Authorized Personnel” includes all staff employed by or contracted by the District.

“Communicate” means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a

posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to District regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not communication.

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

- D. Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District within the following guidelines:
1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests: coaches/advisors, matters pertaining to the specific extracurricular activity).
  2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
  3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page (“professional page”) for this purpose. The employee must enable administration and parents to access the employee's professional page.
  4. The employee shall not communicate with any student between the hours of 9 p.m. and 6 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
  5. Upon request from the administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently enrolled students.
  6. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
    - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Board Policy 3213 and 4213]
    - b. confidentiality of student records. [See Board Policy 8330]
    - c. confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses. [See Board Policy 8320]
    - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
    - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the WI. Records Retention Schedule for School

Districts, Revised June 2015. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records.

- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records. [See Board Policy 8330]
  2. Confidentiality of other District records, including staff evaluations and private email addresses. [See Board Policy 8320]
  3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [See Board Policy 8320]
  4. Prohibition against harming others by knowingly making false statements about a colleague or the District. [See Board Policy 1662]
- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

### **3.10 Confidentiality**

Pupil information that employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any

requests for District records shall be referred to the District office. This policy is not intended to restrict employees from discussing with others their wages or other terms and conditions of employment.

### **3.11 Conflict of Interest**

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated. See Wis. Stats. 118.12.

### **3.12 Copyright**

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the school superintendent [See Board Policy 2531].

### **3.13 Background Checks**

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

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country; and
- B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination. Knowingly falsifying information shall be sufficient grounds for termination of employment.

Additionally, all persons applying for any position shall be required to:

- 1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information.
- 2. Agree to supply a fingerprint sample and submit to criminal history records checks.

Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

### **3.14 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 calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, and any of the other offenses as indicated below:

- A. crimes involving school property or funds;
- B. 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;
- C. crimes that occur wholly or in part on school property or at a school sponsored activity;

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 transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such a report shall be made as soon as possible, but in no circumstance more than three 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 an adverse employment action. 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:

- A. the nature of the offense;
- B. the date of the offense;
- C. 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 or from suspending an employee based upon an arrest, indictment or conviction.

### **3.15 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.

### **3.16 Drug-, Alcohol-, and Tobacco-Free Workplace**

The District seeks to provide a safe drug-free workplace for all of its employees.

- A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. [See Board Policy 3122.01 and 4122.01]
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities [See Board Policy 3215 and 4215]. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- C. Drug-Free Awareness Program: The District shall distribute drug-free awareness information to employees regarding the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance program, and the penalties that may be imposed upon employees for drug abuse violations. [See Board Policy 3122.01 and 4122.01] and 41 U.S.C. § 702(a) (1)).
- D. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy

concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech, or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.

- E. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules.
- F. Consequence for Violation: Employees who violate the Board's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution [See Board Policy 3122.01 and 4122.01]. Compliance with the Board's policies and rules is mandatory and is a condition of employment.
- G. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].
- H. Employee Assistance Program: The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical or productivity concerns or problems. EAP helps in the prevention, identification and resolution of these problems and concerns. To reach the EAP coordinator in the District, please contact the District Administrator and/or his/her designee.

### **3.17 False Reports**

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

### **3.18 Financial Controls and Oversight**

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. [See Board Policy 8900]

### **3.19 Licensure/Certification**

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

named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

### **3.20 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel Reimbursement**

- A. Allowances or Mileage Reimbursement: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must provide proof of a current driver's license before being approved to drive a school vehicle. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawn mowers, forklifts, pallet jacks, trenchers, and golf carts.
- B. Notice of Traffic Violations: All employees who receive a driving citation or conviction of a traffic violation while operating a District vehicle must notify the district administrator immediately. Payment for any citations received while driving a District vehicle is the responsibility of the driver.
- C. 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 3 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.
- D. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. See Wis. STATS. § 121.52(2).
- E. 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.

### **3.21 Outside Employment**

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The School Board expects employees to devote maximum effort to the position in which they are employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days, or vacation periods are duty free, the employee may use such off-duty for the purpose of non-school employment.

### **3.22 Personal Appearance/Staff Dress Code**

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

### **3.23 Personal Property**

- A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other

valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property.

- B. 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 Districts 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.

### **3.24 Personnel Files**

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

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

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

### **3.25 Personnel – Student Relations**

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

### **3.26 Physical Examination**

- A. Examination: Upon initial employment, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.
- B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

### **3.27 Political Activity**

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

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

### **3.28 Job Descriptions**

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

### **3.29 Severance from Employment**

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

- A. Termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any]
- B. voluntary resignation
- C. retirement
- D. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes]
- E. depending on circumstances, failure to return to work the day following the expiration of an authorized leave of absence (refer to policy)
- F. Job abandonment

### **3.30 Solicitations**

Individuals, groups and organizations often wish to solicit employees to support a particular activity or organization. This solicitation may be charitable, political or for other purposes. All solicitations of employees must be approved in advance by the administration and be consistent with Board Policy 9700.

### **3.31 Student Code of Conduct and Handbook**

The Student Code of Conduct is available online as part of the Student Handbook at [www.necedahschools.org](http://www.necedahschools.org). Staff should be familiar with this code in order to ensure consistency.

### **3.32 Employee (Whistleblower) Protection**

- A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President. [ See Board Policy 3211 and 4211]

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

### 3.33 Workplace Safety

- A. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:
  - 1. Location of fire alarms
  - 2. Location of fire extinguishers
  - 3. Evacuation routes
  - 4. Whom to notify in case of fire

Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.
- B. Protection of Staff: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.
  - 1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
  - 2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.
- C. Notification of Safety and Health Standards: Wisconsin Statute § 101.055 requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide

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

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under Part I, section 4 of this *Handbook* and [Board policy 3340 and 4340] to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion, also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See Wis. STAT. § 101.055; Public Employee Safety and Health, available at <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

- D. Weapons Prohibition: Weapons prohibition and restrictions shall be administered in accordance with the law. [See Board Policy 3217, 4217 and 7217]
- E. Disaster Preparedness: All employees must become familiar with building procedures in the event of an emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures. (Please refer to the Emergency Response Plan flipchart.)
- F. Workplace Safety Definition for Grievance Procedure: For purposes of this procedure, “workplace safety” includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. “Workplace Safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

### 3.34 Violence in the Workplace

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, students, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. Definitions as Used Under this Section:
  - 1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
  - 2. Threat: A communicated intent to inflict physical or other harm on any person or property.
  - 3. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
  - 4. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.
- C. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
  - 1. Assault or battery.
  - 2. Blatant or intentional disregard for the safety or well-being of others.

3. Commission of a violent felony or misdemeanor.
4. Dangerous or threatening horseplay or roughhousing.
5. Direct threats or physical intimidation.
6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
7. Physical restraint, confinement.
8. Possession of weapons of any kind on District property.
9. Stalking.
10. Any other act that a reasonable person would perceive as constituting a threat of violence.

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

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 911, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.

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

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

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

## **SECTION 4. GRIEVANCE PROCEDURE**

[Refer to Board Policy 3340 and 4340]

## **SECTION 5. PAY PERIODS**

### **5.01 Annualized Payroll Cycle**

- A. Teachers: The School Board agrees to pay salaries in 26 equal installments. Teachers will receive their six summer payments provided in one deposit in June.
- B. Support Staff: The wages will be based upon the bi-weekly time sheets submitted.
- C. Supervisors and Administrators: All employees scheduled to work the calendar year will be placed on the twenty-six (26) payroll cycle.

## **5.02 Direct Deposit Payment Method**

All employees shall participate in a direct payroll deposit plan. Direct deposit changes may be made with the payroll coordinator based on the payroll dates. For the benefit of our employees, individual financial information can be found in our electronic records system.

## **5.03 Salary Deferrals –Tax Sheltered Annuities (TSA)**

- A. The District will maintain a TSA program. Employees shall have the opportunity to participate.
- B. The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or both of the following ways:
  - 1. Pre-tax dollars (salary reduction, also known as “regular” TSA contributions) or
  - 2. After tax dollars (also known as “Roth” TSA contributions).
- C. Employees will be permitted to have their contribution remitted via payroll deduction to WEA Member Benefits, as required by the IRS Code and as directed by the District’s plan document.

## **5.04 Attendance Bonus - Non-Exempt Employees (refer to Q&A for additional details)**

- A. Annual payout \$500 in June if an employee has 3 or fewer absences.
- B. An employee is eligible each month for a \$50 bonus with zero absences using sick or personal days.
- C. The payout is available the first paycheck of the following month.
- D. **Process/Procedures:**
  - 1. The employee is responsible for turning in the attendance bonus form to human resources by the first week following the qualifying month.
  - 2. The form will include supervisor signature and request for a monthly bonus.
  - 3. If an employee does not turn in their form for a month they qualify for the bonus, they will not be eligible; however, will be able to qualify for the annual bonus.

# **SECTION 6. COMPENSATION AND EXPENSE REIMBURSEMENT**

## **6.04 Mileage Reimbursement**

The District Administrator, the District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available by staff mailboxes. Staff should request the use of a District van before using his/her personal vehicle for business travel.

# **SECTION 7. WORKER’S COMPENSATION**

## **7.04 Worker's Compensation Coverage and Reporting Responsibilities**

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

## **7.05 Injuries Not Covered by Worker’s Compensation**

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

- A. Injuries because of a self-inflicted wound.

- B. Injuries sustained because of an employee's horseplay.

## **SECTION 8. SICK LEAVE**

### **8.04 Sick Leave Earned**

- A. Each employee will be credited with nine (9) days of sick leave in a work year with full pay for their normal work day.
- B. Sick leave though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.
- C. Part-time employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work

### **8.05 Sick Leave Use**

- A. Accrued sick leave may be used for any absence from work due to the:
1. Personal illness, injury or serious health condition of the employee;
  2. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a disability as set forth in Wisconsin Administrative Code section PI 11.02(2) and §115.76(5), Stats. (Examples of a disability include: cognitive disability, learning disability, autism, etc.)
  1. Serious health conditions of a spouse, child, or parent.
  2. Medical or dental appointments for the employee, spouse, and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.

#### **C. Support Staff: Sick Day Use**

1. Sick days can be utilized on a school cancellation day, prior to the school being required to make up school days/instructional minutes. (This equates to approximately 2.5 days of school cancellation days built in the calendar).

- School year support staff can use a sick or personal day, but it is not required. This does NOT affect your attendance incentive.
- Year-round hourly employees MUST use a sick, vacation, or personal day if they will be working, as pre-approved by the employee's supervisor.
- If a school day needs to be made up, school year support staff will not use time off, as they will be paid for the day upon working the makeup day. In the same case, year-round hourly employees MUST use a sick, vacation, or personal day if they are not working, as pre-approved by the employee's supervisor.

#### **D. Definitions as Used Under this Section:**

1. **Child:** means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition.
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.

3. Spouse: means an employee's legal husband or wife.
4. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
  - a. Inpatient care in a hospital, nursing home, or hospice.
  - b. Outpatient care that requires continuing treatment or supervision by a health care provider.

D. Sick Leave Increments: Sick leave may be allowed in increments of two hours/quarter days.

## **8.06 Sick Leave Accumulation**

- A. Teaching Staff: Sick leave for employees will accumulate for full-time and part-time employees to a maximum of 90 days. Pay for unused sick leave days will be at \$55.00 per day per employee, up to a maximum of 10 days per year for employees who have 90 cumulative days at the end of the year. The sick leave payout will be prorated for part-time employees.
- B. Support Staff: Sick leave for employees will accumulate for full-time and part-time employees to a maximum of 90 days. Pay for unused sick leave days will be at \$27.50 per day per employee, up to a maximum of 10 days per year for employees who have 90 cumulative days at the end of the year. The sick leave payout will be prorated for part-time employees.

## **8.07 Sick Leave and Long-term or Short-term Disability**

In the event an employee becomes eligible for benefits under the District's short term or long term disability insurance program, referred to in (Section 13, p.39), the employee will no longer earn paid sick leave.

## **8.08 Reporting Procedure - Doctor's Certificate**

If at all possible, each employee shall be required to inform his/her supervisor prior to, or within the 90 minutes of his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 8.02 above. Whenever the supervisor deems such verification appropriate (but always when absent (3) three or more consecutive days), the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such a certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed.

## **8.09 Holidays during Sick Leave**

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

# **SECTION 9. JURY DUTY LEAVES**

## **9.04 Jury Duty Leave**

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

### **9.05 Employee Notice**

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

### **9.06 Payment for Time Out on Jury Duty**

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

## **SECTION 10. BEREAVEMENT LEAVE**

### **10.04 Bereavement/Funeral Leave for a Death in the Immediate Family**

In the event of death in an employee's immediate family, the employee shall be allowed per occurrence three (3) days off work with pay. Immediate family includes the spouse, parents, children, brother, sister, grandchildren, grandparent, in-laws and step-relatives of the same relationship as provided herein of the employee and his or her spouse.

### **10.05 Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family**

Employees shall be granted one (1) day with pay per occurrence to attend funerals of aunts, uncles, nieces, nephews, first cousins and other individuals residing in the employee's household.

### **10.06 Bereavement/Funeral Leave for a Death**

Employees shall be granted one (1) day with pay per occurrence to attend funerals of persons who are not family members as identified above. Such days shall be deducted from the employee's accumulated sick leave.

### **10.07 Additional Bereavement Leave**

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

### **10.08 Part-time Employee**

Part-time employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work. The prorated amount shall be based on the assumption that a full-time employee works 2,080 hours per year.

### **10.09 Bereavement Leave Increments**

Bereavement leave may be allowed in increments of two hours/one-quarter day.

## **SECTION 11. PERSONAL LEAVE**

### **11.04 Personal Days Provided (Three days)**

- A. Provide three (3) days of personal leave. Personal Days may be taken for personal or business reasons with no excuse needed.

- B. Any unused Personal Days will roll-over into banked sick days at the end of the fiscal year.
- C. A “day” of personal leave is defined the same as a “day” of sick leave and may be used in the same increments as sick leave.
- D. Personal leave is granted on a first come first serve basis. Requests will be taken on the first contract day of the school year at 7:30 am. Requests should be put in ERMA no less than 24 hours ahead of time, and with prior supervisor approval. No more than three employees district-wide may take personal leave on any given day that school is in session, with additional days granted by the employee's direct supervisor. Additional approvals are dependent upon what departments are utilizing personal days. If there is any dispute regarding approval, an appeal can be made to the superintendent.

### **11.05 Personal Leave Day Restrictions**

The personal leave day will not be granted on a parent-teacher conference day or Professional Development Day, except for extenuating circumstances requiring prior administrative approval.

### **11.06 Approval of Personal Leave and the Total Number of Employees on Personal Leave**

- A. A request through ERMA to your immediate supervisor shall be made as far in advance as possible, normally not less than 48 hours.
- B. The immediate supervisor has the right to approve or disapprove all requests.
- C. No more than three teachers district-wide may take personal leave on any given day school is in session, with additional days granted by Administrative Approval.
- D. The number of employees on personal leave will be determined by the number of qualified substitutes available.

### **11.07 Part-time Employees**

Part-time employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work. The prorated amount shall be based on the assumption that a full-time employee works 2,080 hours per year.

## **SECTION 12. MILITARY SERVICE LEAVE**

Benefits due employees while on voluntary or involuntary military leave will be determined by applicable State and Federal laws and those benefits required by such laws will be provided. If State and Federal laws are not applicable to a specific benefit no such benefit will be provided.

## **SECTION 13. BENEFITS APPLICABLE TO ALL EMPLOYEES**

### **13.04 Dental Insurance**

The Board shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. Regular full time employees are defined as one who works thirty (30) or more hours per week for the school year or more per year. Regular part-time employees working at least twenty (20) hours per week are eligible. District contributions will be prorated for those working less than thirty (30) hours per week. Comprehensive enrollment packets about the current Dental Insurance plan are available in the District Office.

### **13.05 Health Insurance**

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. Regular full time employees are defined as one who works thirty (30) or more hours per week for the school year or more per year. Regular part-time employees working at least twenty (20) hours per week are eligible. District contributions will be prorated for those working less than thirty (30) hours per week. Comprehensive enrollment packets about the current Health Insurance plan are available in the District Office.

If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for one family plan or two single plans. 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.

### **13.06 Liability Insurance**

The Board shall carry liability insurance which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy.

### **13.07 Life Insurance**

The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. Employees are responsible for the total premium.

### **13.08 Long-Term Disability**

The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. The full premium that provides 70% coverage at 90 days will be paid by the Board.

### **13.09 Short-Term Disability**

The Board shall provide short-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. Employees are responsible for the total premium.

### **13.10 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.

### **13.11 COBRA Law Continuation of District Health Plan Participation**

Insurance Continuation: Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and subsequent amendments to the Act, employees covered under an employer's group health plan are eligible for continuation of health care coverage under the group plan upon the employee's termination (except for gross misconduct) or reduction in hours. COBRA regulations also allow the employee's spouse and covered dependents to elect continuation coverage upon the employee's death, divorce, or legal separation, an employee's entitlement to Medicare, a dependent's loss of dependent status under family coverage, or employer's filing of a bankruptcy proceeding.

All employees, as well as their qualified dependents, will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event occurs which entitles the employee and/or qualified dependents to continuation coverage, the plan administrator will notify the qualified beneficiaries of their right to elect continuation coverage. Unless otherwise agreed, continued participation is solely at the participant's expense.

In addition to your right to insurance continuation, there may be other coverage options for you and your family under the Affordable Care Act (ACA). Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Health Insurance “Exchange” or “Marketplace.” However, if an individual elects COBRA continuation coverage, the individual may not be eligible for ACA coverage until an open enrollment period. Additionally, you may be eligible for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse’s plan), even if the plan generally does not accept late enrollees

For additional details regarding coverage and premium contributions, contact the District Office.

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## **SECTION 14. 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 *Handbook* shall not be affected thereby.

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

## **SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL**

### **1.01 Standard for Non Renewal for Teachers**

Full time teachers (FTE 1.0) employed by the District are subject to nonrenewal as provided in Sec. 118.22, Wis. Stats. No such teacher shall be nonrenewed for arbitrary or capricious reasons. Nonrenewal of full time teachers who elect to seek a private conference with the Board is not covered by the grievance procedure under this *Handbook*.

### **1.02 Standard for Discipline and Termination**

A teacher may be disciplined or terminated for any lawful reason(s) that is not arbitrary or capricious. Discipline or termination of employment shall be subject to the grievance procedure provisions of this *Handbook*.

### **1.03 Representation**

In the event any employee is called to a meeting with representatives of the District to issue discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the District shall advise the employee of his or her right to representation prior to the meeting. In the event the employee chooses to have representation, the meeting may be delayed so that the employee can secure representation; however, this provision does not grant an employee the right to a particular representative and does not permit legal counsel to attend a meeting as an employee's workplace representative. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

### **1.04 Disciplinary Materials**

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

### **1.05 Termination of Employment**

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

- A. If the employee is discharged.
- B. If the employee quits.
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- D. If the employee retires.
- E. The employee breaches his/her employment contract, if any.
- F. The employee refuses to provide services for which he/she is employed or abandons his/her position.

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- G. Any other circumstances that reasonably mean that the employment relationship has been terminated.

## **SECTION 2. PROFESSIONAL HOURS/WORKDAY**

### **2.01 Normal Hours of Work**

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

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. The actual workday is 7:30 to 3:30.

### **2.02 Administratively Called Meetings**

Staff Meetings: Teachers are required to attend all mandatory administratively called staff meetings. The administration shall attempt to provide reasonable notice of all such meetings. Every effort will be made to hold these meetings, before, during or shortly after the school day.

Other Administratively Called Meetings: Teachers are expected to attend such events as individual educational plan team meetings, the preparation of individual education plans, parent-teacher meetings or activities of such nature. Every effort will be made to hold these meetings, before, during or shortly after the school day. There will be no additional remuneration, above their regularly paid salaries, for attending such meetings.

### **2.03 Consultation with Parents**

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

### **2.04 Emergency School Closures**

In the event the District 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 aid and/or necessary to meet the minimum annual school year requirements of the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires such time to be made up with or without pupils.

### **2.05 School Calendar**

The school calendar shall be determined by the Board. The calendar shall consist of 190 days. The determination of the structure of the days, e.g. instructional, professional development, parent teacher conference, holidays, workdays, etc., shall be at the discretion of the Board.

## **SECTION 3. PROFESSIONAL GROWTH**

### **3.01 Requirement to Remain Current**

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

### **3.02 Professional Reimbursement Program**

The teacher will be paid \$70 per graduate or undergraduate credit approved by the Administrator not to exceed \$700 per year (10 credits), or may select to use points in the Teacher Compensation Model (see section 7). Such credit reimbursement to be paid at the beginning of the semester following the earning and verification of the credits to teachers who continue to teach in Necedah in the year following the earning of the credits (i.e., classes completed first semester will be paid in February of the same school year, classes completed second semester or during the summer will be paid in September of the following school year.)

## **SECTION 4. TEACHER SUPERVISION AND EVALUATION**

### **4.01 General Provisions**

The Board and teachers view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members.

#### **A. Definitions as used under this section:**

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

### **4.02 Evaluators**

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a certified building principal, director of instruction, or district administrator. The administrator may be a District employee or a non- District employee who is a certified administrator. Prior to the first student contact day, the District will provide the employees with their placement within the supervision and evaluation rotation cycle. The District may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list. [See Board Policy 3220]

#### **4.03 Evaluation Process – Conditions for All Employees**

##### **A. Basic Requirements**

1. Staff members covered by this Part II of the handbook shall be considered “new-to-the-system teachers” during their first 2 complete contract years in the District (under either a full-time or part-time contract).
2. Staff members subject to this Part II shall be considered “continuing employees” as of their third contract year in the District (under either a full-time or a part-time contract).
3. New-to-the-system teachers shall be evaluated at least twice a year.
4. Continuing employees shall be evaluated at least every third school year.
5. Nothing herein shall be interpreted as a limitation on the number of formal or informal evaluations that the administration may conduct on any staff member.
6. Assistance, recommendations and directions will be provided to each teacher in an attempt to strengthen his/her professional practice.

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

*"The signatures do not indicate agreement or disagreement but merely certify that the opportunity was available for attaching written clarification/objections at the time of signing."*

The response must be initialed by the supervisor.

- C. Professional Development of New-to-the-System Teachers: New-to-the-system teachers may be required to spend up to the hourly equivalent of three work days, some prior to the beginning of school, for orientation and ongoing training and support.
- D. Initial Educator Plan: The individual teacher who holds an Initial Educator License is responsible for a successful district evaluation.
- E. Mentor (who holds a current Wisconsin teaching license) for Initial Educator and a New-to-the System Teacher:
1. An initial educator will be provided a qualified mentor by the District. The initial educator will be offered an opportunity to attend CESA Support Seminars for Initial Educators.
  2. A new-to-the-system teacher who is not an initial educator may also be provided a qualified mentor by the District. At the discretion of the Administrator, a new-to-the-system teacher may attend the CESA Support Seminars.

3. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contact other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers. All mentors must have completed the required Mentor Training.
4. If a continuing teacher is selected as a mentor, he/she shall be paid at curriculum rate and may claim up to two (2) hours per month September through May and 6 hours for August (24 total hours).
5. Whenever possible, the District will assign no more than one new-to-the-system teacher per mentor. The same/similar subject level or area is preferred.
6. Mentoring activities include (but not limited to):
  - a. Orientation of new-to-the-system teacher during inservice days prior to the start of school.
  - b. Special assistance to new-to-the-system teachers during the first week of school including a short daily conversation to answer questions and help in solving any problems.
  - c. Preplanned weekly discussion sessions (minimum half hour sessions)
  - d. Mutual classroom observations by the mentor and new-to-the-system teacher with focus (determined by the mentor/ new-to-the-system teacher team as it relates to the needs of the new-to-the-system teacher). A total of eight (8) hours of release time each is available for new-to-the-system teacher and mentor throughout the school year to observe each other's classes. Time may be used in half-day or hourly blocks at the choice of the mentor/ new-to-the-system teacher team.

## **SECTION 5. Teacher Assignments, Vacancies and Transfers**

### **5.01 Teacher Assignments, Vacancies and Transfers**

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator and/or his/her designee.
- B. Job Posting: Before posting a job vacancy or new position, staff will be notified. Staff who have interest in the position should notify the District Administrator. Posted positions will be listed on the DPI website and WECAN. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.
- C. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for

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

D. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary at its discretion it may transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator and/or his/her designee which will include the reasons for the transfer.

## **5.02 Employee Resignations**

- A. The teacher's contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the teacher normally will be required to pay liquidated damages as follows:
1. Three Thousand five hundred dollars (\$3,000.00) if the employee's resignation is effective after signing the contract up to and including July 31st.
  2. Five Thousand dollars (\$5,000.00) if the employee's resignation is effective on or after August 1<sup>st</sup>.
  3. The Board of Education is not precluded from refusing to accept the resignation and is not precluded from seeking and recovering the actual amount of damages resulting from the breach of contract by the teacher.
- B. Liquidated damages would not apply to teachers who do not return their contracts by June 15<sup>th</sup>, or who did not sign their contract and their resignation is tendered and approved by the school board by June 30th.
- C. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.
- D. The Board in its discretion may waive the liquidated damages for the following reasons:
1. Employment transfer of spouse;
  2. Illness of employee;
  3. Other reasons as determined by the School Board.
- E. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.

### **5.03 Teacher Absence and Substitutes**

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call the principal. If possible, such notification should be made the evening prior to the time of absence, or no later than 6:15 a.m. on the day of the absence. This will help to provide time for obtaining a substitute teacher.

### **5.04 Extended Contracts**

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

## **SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS**

### **6.01 Reasons for Reduction in Force**

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

### **6.02 Notice of Reduction**

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal, the right to a private conference under § 118.22, Wis. Stats and will refer the employee to the Reduction in Force provision in this *Handbook*.

### **6.03 Selection for Reduction – Steps**

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reducing staff.
- B. Step Two - Volunteers: Volunteers will be non-renewed first. The District will provide the volunteer(s) with a non renewal notice. Requests for volunteers will be sent to all employees. An employee who volunteers to be non-renewed under this section will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District directed nonrenewal under this section of the *Handbook*.
- C. Step Three – Reduction Based on Need: When considering staff reductions, the District shall make decisions based on the educational needs of the students.

### **6.04 Reduction in Hours Resulting in Nonrenewal**

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

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### **6.05 Insurance Benefits Following Nonrenewal**

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

### **6.06 Accrued Benefits if Rehired**

Non-renewed employees shall suffer no loss of sick leave, or other accrued benefits if rehired within 120 days.

## **SECTION 7. PROFESSIONAL COMPENSATION**

### **7.01 Initial Salary Schedule Placement**

Wages and salaries of the employees covered by this Staff Handbook are determined at the discretion of the District. As required in Wis stats 188.21, each teacher will receive an individual contract annually, including the rate of pay and number of days to be worked. Wage/salary amounts for employees new to the District will be determined based on the individual's position, education, and teaching experience, in line with all applicable legislation.

### **7.02 Compensation Model Point System**

Teachers may advance their base wage through the *Compensation Model Point System NASD*. Teachers, through level 21, are eligible for salary advancement (movement of one level) by earning points, as outlined in the Board-adopted teacher compensation plan.

The compensation plan is structured around the following mission:

*The salary compensation model for the teachers of the Necedah Area School District is based on the evidence that the highest correlation to student achievement is having a knowledgeable and skilled teacher in the classroom. To this end, the model recognizes the critical importance of professional and personal development. It rewards teachers for their commitment to this ideal. In addition to this, the model reflects a fair and equitable pay scale that is sensitive to the financial stability of the district while having the flexibility to retain and attract high quality teachers.*

### **7.03 Summer School Pay**

Teachers teaching summer school shall be paid \$35/per hour (attendance included).

### **7.04 Alternate-Benefit Plan (ABP) in Lieu of Health Insurance**

Teachers who waive the health insurance through the District's group plan have the option of receiving \$3,600/year or \$300/month. For additional details, contact the District Office.

## SECTION 8. POST-EMPLOYMENT

Teachers shall notify the Board of their intent to retire on or before April 15 prior to their retirement.

Retirees qualifying for benefits under this paragraph shall also receive \$80 per day for each day of accrued sick leave at retirement (up to 80 days). Retirees who inform the Board by April 15 of their intent to retire shall receive their sick leave payout by the following July 1.

Teachers who retire between age 55 and 65 who have taught at least 10 years in the District shall be eligible for a District-provided Health Reimbursement Arrangement (HRA) contribution for use to reimburse premiums to remain on the District's health plan or to reimburse premiums for health coverage on an outside health plan. Note that all HRA benefits described below are made to the premium only post-employment HRA.

Tier 1: Teachers eligible to retire by June 30, 2023 that are at least age 55 with at least 10 years of service with the District. For retirees with at least 10 but less than 15 years of teaching experience in the District, the School Board will make a contribution to the post-employment HRA in the same amount as is made on behalf of all other unit employees for the group hospital/medical/surgical insurance for a maximum of 4 years or until the retiree is eligible for Medicare, whichever comes first.

For all such retirees with 15 or more years of teaching experience in the District, the School Board will make a contribution to the post-employment HRA in the same amount as is made on behalf of all other unit employees for the group hospital/medical/surgical insurance for a maximum of 5 years or until the retiree is eligible for Medicare, whichever comes first.

Early retirees who wish to maintain any other insurance coverage provided by the Board or to the extend their group hospital/medical/surgical insurance plan beyond the time the Board is obligated to provide such coverage or after age 65 may do so only within the policy of the insurance carrier and board policy and then only at their individual expense. Employees shall notify the Board of their intent to retire on or before April 15 prior to their retirement.

*Note: Those meeting eligibility requirements to be in Tier 1, are eligible to receive the Tier 1 benefit even if they actually retire after June 30, 2023.*

Tier 2: Teachers hired prior to July 1, 2015 and not eligible to retire under Tier 1 (eligible to retire by June 30, 2023).

For Teachers retiring at least age 55 with at least 10 years of teaching experience in the District, the School Board will make two contributions to the post-employment HRA at the time of retirement. The first contribution is in relation to Tier 2, if eligible as noted in this section and the second contribution is noted in Tier 3.

The contribution in relation to Tier 2 benefits is considered a bridge benefit based upon the Teacher's employment from date of hire through 6/30/2020 and the employee's age as of 6/30/2020 as noted below:

Age as of 6/30/2020	Amount	Amt/YOS*
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Age 50 or greater	\$33,000	\$800
45 - 49	\$24,750	\$800
40-44	\$16,500	\$800
39 or less with at least 5 YOS*	\$8,250	\$800

\*Note: If an employee is younger than age 40 as of June 30, 2020, the employee must have at least 5 YOS as of June 30, 2020 to be eligible for a bridge benefit.

This is a closed group of Teachers and the predetermined amount has been calculated and does not change. If an employee terminates before retirement, this benefit is forfeited. This Tier 2 benefit is available from retirement until Medicare eligibility. Any remaining Tier 2 HRA balance at Medicare eligibility is forfeited.

Note that the Tier 2 benefit is based upon the employees' age *and* number of years of service as of June 30, 2020. For example, if an employee was age 50 as of June 30, 2020 and had 20 years of service as of June 30, 2020, the employee's bridge benefit if/when the employee retires from the District will be \$49,000. Based upon the schedule above, the HRA flat amount for those age 50 or older is \$33,000 and the employee had 20 years of service which is multiplied by \$800 (\$16,000). Thus, the total flat amount (\$33,000) plus the amount per year of service (\$800 x 20 years = \$16,000) equals \$49,000.

Employees must fully and unconditionally retire, in fact, and must meet all other criteria established by this post-employment HRA plan before retirement benefits under the post-employment HRA plan will vest. Employees will be deemed to have retired under the post-employment HRA plan only if they have fully and unconditionally resigned from their employment with the District, their resignation becomes effective and employment terminates.

As another example, if an employee was hired July 15, 2010 at age 25 and therefore has 9 years of service as of June 30, 2020, the employee's bridge benefit if/when the employee retires from the District will be \$15,450. Based upon the schedule above, the employee was less than age 39 as of June 30, 2020, and thus the flat benefit is \$8,250. In addition, the employee had 9 years of service as of June 30, 2020, (\$800 x 9 YOS = \$7,200). Thus, \$15,450 flat amount plus \$7,200 for YOS = \$15,450. However, if an employee is age 39 or younger as of June 30, 2020 but has less than 5 years of service as of June 30, 2020, he/she would also not be eligible for a Tier 2 HRA Bridge benefit. This does not preclude the employee from eligibility for the Tier 3 benefit as noted below.

Tier 3: Teachers hired prior to July 1, 2015 and not eligible to retire under Tier 1 (eligible to retire by June 30, 2023).

For Teachers retiring at least age 55 with at least 10 years of teaching experience in the District, the School Board may make two contributions to the post employment HRA at the time of retirement. The first contribution is in relation to Tier 2 as noted in the paragraphs above, if the employee is eligible. Note that not all employees are eligible for Tier 2 HRA benefits.

The second contribution in relation to Tier 3 benefits is related to years of service from July 1, 2020 forward. Beginning with the July 1, 2020/2021 fiscal year, annually following completion of the year of service, the School Board will make a contribution to the post employment HRA, earmarked by individuals in the amount \$500 each year.

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Employees must fully and unconditionally retire, in fact, and must meet all other criteria established by this post-employment HRA plan before retirement benefits under the post-employment HRA plan will vest. Employees will be deemed to have retired under the post-employment HRA plan only if they have fully and unconditionally resigned from their employment with the District, their resignation becomes effective and employment terminates.

In addition to the post-employment HRA benefits noted in Tier 2 and Tier 3, the Tier 3 benefit also includes a non-elective 403(b) District contribution. The School Board will make annual contributions to an irrevocable account for the active Teachers each year beginning with the July 1, 2020/2021 fiscal year. The contribution is made September 15 of the fiscal year following the year of service and the amount is based upon the Teachers' years of service date of hire as noted below:

<b>Years of service</b>	<b>100% up to:</b>
1 – 5	\$500
6 – 10	\$750
11 – 15	\$1000
16 +	\$1250

Unlike the post employment HRA benefit, the non-elective 403(b) does not require the former Teacher to retire to be eligible for the non-elective 403(b) benefit. Upon severance of employment, the School Board will determine the vested amount of the non-elective 403(b) benefit based upon the following vesting schedule: 50% after 5 years.; 75% after 10 years and 100% after 15 years of service from date of hire to date of severance. In order to receive the contribution for the fiscal year, the Teacher must be employed from September 15 of the fiscal year through September 15 of the following year.

Note that non-elective 403(b) vesting is based upon the number of years of service September 15 of each year. For example, if an employee was hired August 10, 2021 and severs employment as of June 30, 2031, even if granted health coverage or other benefits through August 30, 2031, since the employee was not employed with the District on September 15, 2031, they have 9 years of service from September 15 following date of hire through severance (June 30, 2031). Based upon the schedule above, the employer non-elective contributions were \$5500 (5 years x \$500) + (4 years x \$750). Based upon the vesting schedule, 50% of the balance is vested ( $\$5500 \times 50\% = \$2750$ ). Note that interest and market fluctuations may impact the actual vested bailance.

Tier 4: Teachers hired on or after July 1, 2015 and new hires.

For Teachers retiring at least age 55 with at least 10 years of teaching experience in the District, the School Board will make contributions to the post employment HRA at the time of retirement based upon years of service from July 1, 2020 forward. Beginning with the July 1, 2020/2021 fiscal year, annually following completion of the year of service, the School Board will make a contribution to the post employment HRA, earmarked by individuals in the amount \$500 each year.

Employees must fully and unconditionally retire, in fact, and must meet all other criteria established by this post-employment HRA plan before retirement benefits under the post-employment HRA plan will vest. Employees will be deemed to have retired under the post-employment HRA plan only if they have

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fully and unconditionally resigned from their employment with the District, their resignation becomes effective and employment terminates.

In addition to the post-employment HRA benefits, the Tier 4 benefit also includes a non-elective 403(b) District contribution. The School Board will make annual contributions to an irrevocable account for the active Teachers each year beginning with the July 1, 2020/2021 fiscal year. The contribution is made September 15 of the fiscal year following the year of service and the amount is based upon the Teachers' years of service from date of hire as noted below:

<b>Years of service</b>	<b>100% up to:</b>
1 – 5	\$500
6 – 10	\$750
11 – 15	\$1000
16 +	\$1250

Unlike the post employment HRA benefit, the non-elective 403(b) does not require the former Teacher to retire to be eligible for the non-elective 403(b) benefit. Upon severance of employment, the School Board will determine the vested amount of the non-elective 403(b) benefit based upon the following vesting schedule: 50% after 5 years.; 75% after 10 years and 100% after 15 years of service from date of hire, to date of severance. In order to receive the contribution for the fiscal year, the employee must be employed from September 15 of the fiscal year through September 15 of the following year.

Note that non-elective 403(b) vesting is based upon the number of years of service as of September 15 of each year. For example, if an employee was hired August 10, 2026 and severs employment as of June 30, 2031, even if granted health coverage or other benefits through August 30, 2031, since the employee was not employed with the District on September 15, 2031, the employee has 4 years of service from September 15 following date of hire through severance (June 30, 2031). Based upon the schedule above, the employer non-elective contributions were \$2000 (4 years x \$500). Based upon the vesting schedule, this employee did not have 5 years of service to qualify for any vested portion at the time of severance.

As another example, if an employee was hired July 15, 2024 and severs employment as of June 30, 2034, even if granted health coverage or other benefits through August 30, 2034, since the employee was not employed with the District on September 15, 2034, the employee has 9 years of service from date of hire through severance (June 30, 2034). Based upon the schedule above, the employer non-elective contributions were \$5500 (5 years x \$500) + (4 years x \$750). Based upon the vesting schedule, 50% of the balance is vested ( $\$5500 \times 50\% = \$2750$ ). Note that interest and market fluctuations may impact the actual vested balance.

There is one exception to the above determination of vesting for both Tiers 3 and 4. If an employee is employed with the District for the fiscal year and does not return for the new school year (not employed as of September 15 of the same calendar year), due to retirement (retirement meaning at least age 55 with at least 10 years of teaching experience in the District and applying for the WRS pension benefit at severance), the District will grant the non-elective 403 (b) contribution to the employee for the last fiscal year of employment. Besides being granted the year of contributions, due to retirement, the School Board

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will also grant 100% vesting of 403(b) contributions to such employees at retirement, even if the employee did not have 15 years of service.

***PART III–NON-EXEMPT STAFF  
WITHOUT INDIVIDUAL  
CONTRACTS***

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***UNDER §§ 118.22 OR 118.24,  
WIS. STATS.***

## **SECTION 1. DISCIPLINE AND DISCHARGE**

### **1.01 Standard for Discipline and Termination**

An employee may be disciplined or terminated for any lawful reason(s) that is not arbitrary or capricious. Discipline or termination of employment shall be subject to the grievance procedure provisions of this *Handbook*.

### **1.02 Representation**

In the event any employee is called to a meeting with representatives of the District to issue discipline or discharge, or for the purpose of investigating circumstances that may lead to discipline or discharge, the District shall advise the employee of his or her right to representation prior to the meeting. In the event the employee chooses to have representation, the meeting shall be delayed so that the employee can secure representation; however, this provision does not grant an employee the right to a particular representative and does not permit legal counsel to attend a meeting as an employee's workplace representative. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

### **1.03 Disciplinary Materials**

Copies of any final disciplinary determination shall be provided to the employee when 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 materials.

## **SECTION 2. HOURS OF WORK AND WORK SCHEDULE**

### **2.01 Letter of Appointment**

Should the district anticipate a continuing need for an employee's services during the next school year, it will issue a letter of appointment that shall be consistent with, but subservient to, this *Handbook* and board policy, before the last student contact day of the school year. The letter of appointment shall identify the employee, and the position(s) that the employee is employed for. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.

### **2.02 Regular Workday and Starting and Ending Times**

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

### **2.03 Regular Work Week**

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

## 2.04 Part-time Employees

A regular schedule of hours shall be prepared for part-time employees. Such a schedule shall be made known to the affected employees.

## 2.05 Additional Hours and Overtime - Approval and Assignment within Categories

- A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. This includes starting work early, working over an unpaid lunch period, and working from outside of the work site. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.
- B. Assignment:
1. Non-emergency scheduled additional hours will be filled using volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the additional hours, the District may assign the work on a rotating basis within the applicable job classification.
  2. Emergency additional hours shall be assigned at the discretion of the District.
- C. Event Pay: Employees working additional hours that are not contiguous with their regular work schedule shall be paid no less than one and half (1½) hours pay. The District may, at its discretion, require such employees to work the full one and one half (1½) hour period.
- D. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Friday and ending at 11:59 p.m. on Thursday.

## 2.06 Lunch Period

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

## 2.07 Breaks

Employees scheduled to work at least four (4) hours per work day shall receive one (1) ten to fifteen (10-15) minute paid break. Employees scheduled to work at least eight (8) hours per work day shall receive two (2) ten to fifteen (10-15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor.

Hours Worked	Break(s) and Lunch Period Scheduling
At least 4.0 hours	(1) 10-15 minutes
At least 6.0 hours	(1) 10-15 minutes and 30 minute duty-free lunch
At least 8.0 or more hours	(2) 10-15 minutes and 30 minute duty-free lunch

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## **2.08 Time Sheets Tracking of Hours Worked**

Time sheets shall be used by all employees. Employees are responsible for accurately updating time off in employee access and submitted every other Thursday.

## **2.09 Emergency School Closings**

- A. Employees shall not report to work on days when the school is closed due to inclement weather or situations beyond the control of the District. The employee may use sick leave (only up to 2.5 days), personal leave or vacation time if available. If not, then the employee would not be paid. Employees shall be required to make days up in the event that the District schedules make-up days.
- B. If employees report to work and a decision to close schools is made after that time, those employees will be paid only for the actual hours worked. On such a day, those employees may elect sick leave (only up to 2.5 days), personal leave or vacation time if available due to the partial school closing.

## **2.10 Attendance at Meetings/Inservice Training**

Employees required to attend meetings and/or Inservice Training called or scheduled by the Employer shall be paid for all hours spent in attendance at such meetings, if this happens outside their regularly scheduled hours.

# **SECTION 3. REDUCTION IN FORCE, POSITIONS & HOURS**

## **3.01 Reasons for Layoff**

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

## **3.02 Layoff Notice**

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

## **3.03 Selection for Reduction – Steps**

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing layoffs.
- B. Step Two - Volunteers: Volunteers will be laid off first. The District will provide the volunteer(s) with a layoff notice. Requests for volunteers will be sent to employees within each job category. An employee who volunteers to be laid off will put his/her request in writing. Volunteers will

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only be accepted by the District if in the District's opinion the remaining employees in the job category are qualified to perform the remaining work. Volunteers will be provided with all procedures under this section of the *Handbook*.

- C. Step Three - Selection For Reduction/Layoff: The District shall select the employee in the affected job category for layoff or reduction in hours.
1. Job categories for the purpose of this section shall be defined as:
    - a. Custodian
    - b. administrative assistant
    - c. Cook
    - d. Paraprofessional
    - e. Bus Drivers
  2. Educational Needs of the District: The District shall identify the educational needs of the district and select the qualified staff to meet that need.

### **3.04 Reduction in Hours**

Employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined as length of service, sick leave, and vacation earned as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*.

### **3.05 Insurance Benefits during Layoff**

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

### **3.06 Accrued Benefits during Layoff**

Laid-off employees shall suffer no loss of sick leave, vacation or other accrued benefits if rehired. Sick leave days, vacation, and length of service time shall not accrue while an employee is on full layoff status.

## **SECTION 4. ASSIGNMENTS, VACANCIES AND TRANSFERS**

### **4.01 Determination of Assignment within Categories**

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

### **4.02 Interviews**

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

### **4.03 District Ability to Select the Most Qualified Applicant**

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

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#### **4.04 District Ability to Determine Job Description**

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

#### **4.05 Trial Period**

A District employee who is selected for a vacancy, pursuant to sections 4.03 through 4.05 above, will serve a trial period in the new position. The trial period will be for 20 working days. Prior to the expiration of the trial period, either the employee or employer may declare the trial period unsatisfactory and the employee shall return to his/her former position. The decision to return the employee to his/her position is not subject to the grievance procedure.

### **SECTION 5. PAID VACATION**

#### **5.01 Notice**

Each employee shall be notified of their total number of vacation days by September 15th of each year.

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

Year-round employees may earn vacation time. In the first year of employment, employees will receive two weeks of vacation prorated to that part of the July 1 to June 30 fiscal year worked. After the first year, each year-round employee will receive two (2) weeks' vacation per year through the 5<sup>th</sup> year of employment. Such vacation time to be taken following completion of that year and at such time as agreed upon between the employee and the District Administrator. From the sixth through the tenth year of employment by the district, each year-round employee will earn one more day of vacation each year until at 10 years they will receive 3 weeks of vacation. From the 16<sup>th</sup> to 20<sup>th</sup> years each year-round employee will earn an additional day of vacation each year until at 20 years they will receive 4 weeks' vacation.

#### **5.03 Scheduling of Vacation**

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

#### **5.04 Vacation Accumulation**

The employer wants the employees to take their vacation time. However, an employee may carry over a total of five (5) days to be used before August 31<sup>st</sup> of the following school year. Vacation days, in excess of the days carried over, not used by the end of the applicable twelve month period, i.e. June 30<sup>th</sup>, shall be forfeited.

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

Any employee who terminates his or her employment for any reason, other than discharge, and gives proper notice, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her accumulation, as well as a prorated amount of the vacation that the employee would have received upon his or her next anniversary. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee's termination and will be remitted on the final paycheck.

### 5.06 Holidays during Vacation

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

## SECTION 6. HOLIDAYS

### 6.01 Holidays Defined

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

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

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

B. School Year Employees working less than 225 days per calendar year:

Labor Day	Thanksgiving Day
Good Friday	December 25
Memorial Day	

### 6.02 Holidays Falling on Weekends

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

### 6.03 Holidays Falling on Student Contact Days

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

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#### **6.04 Holidays during Vacation**

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

#### **6.05 Eligibility for Holiday**

In order to be eligible for holiday pay, an employee must work the employee's scheduled workdays immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by the District Administrator and/or his/her designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

#### **6.06 Procedures for Unpaid Leave**

Support staff are required to have any unpaid leave of absence approved by the school board, prior to the scheduled non-paid leave. This request must go through the supervisor and human resources. The request must be made to the superintendent in writing (email or written) with information about the request (per board policy #4430) including the reason and duration of the request.

The board reserves the right to deny a request, demand any/all PTO be used, or to require benefit reimbursement/per day for the time away from work.

Each employee will get two (2) emergency non-paid leave exemptions (increment no more than one day), to be pre-approved by the supervisor. The board will be informed, but not take formal action.

An employee requesting unpaid leave beyond the two-time exemption, without board action will be required to reimburse all paid benefits for the non-paid days. These are days the employee has admittedly severed employment from the school district and could result in disciplinary action up to and including termination.

### **SECTION 7. WAGE COMPENSATION AND EXPENSES HOLD**

#### **7.01 Wage Schedule**

To be determined.

#### **7.02 New Employee Wage Schedule Placement**

New employee placement – New employees shall be placed on the wage schedule at the discretion of the District.

#### **7.03 Uniforms, Protective Clothing and Tools**

##### **A. Uniforms:**

1. The District shall determine a supplier of uniforms and all employees shall place their respective orders through this supplier.
2. The style, color, and type of fabric of said uniforms shall be determined by the District.

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- B. Personal Protective Equipment: The District shall provide the protective clothing and equipment necessary for employees to perform their jobs. Such clothing and equipment shall be limited to the following items: non-prescription safety glasses, rain jacket, rain pants, boots, and overalls. The District reserves the right to determine the style and the type of protective gear to be used. Any employee who receives protective gear shall be responsible for such items and shall sign for receipt of the item in acceptable condition. All items of protective clothing shall remain the property of the District and shall be worn while working on an assigned school job. All issued items of protective clothing shall be inspected by the employee prior to each use. All damaged protective items and clothing must not be used and reported to the immediate supervisor and/or his/her designee.
- C. Tools: The District will furnish, without cost to the employees, tools considered necessary by the District for the employee to perform their normal duties. Any replacement of hand tools deemed necessary by the District will be furnished by the District without cost to the employee, except where loss due to negligence or willful destruction is apparent in which case the employee will be billed for the School District's replacement cost.

## **SECTION 8. JOB RELATED TRAINING AND LICENSURE**

### **8.01 In-Service Training**

The district within its discretion may provide appropriate paid in service training to each employee. All employees are required to ensure compliance with mandatory training requirements including, but not limited to Threat Assessment and Child Abuse/Neglect.

### **8.02 License Renewal Reimbursement for Bus Drivers**

New bus drivers will be reimbursed for their CDL on completion of one year of employment, or at the discretion of the district administrator. For bus drivers who have been in the District for at least one year the District will pay up to \$75 for the cost of renewing a CDL.

## **SECTION 9. EMPLOYEE EVALUATIONS**

### **9.01 Evaluation**

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

### **9.02 Procedures and Instruments**

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

### **9.03 Frequency**

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

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#### **9.04 Receipt of Evaluation**

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

#### **9.05 Comments, Disputes**

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

#### **9.06 Evaluators**

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

### **SECTION 10. RESIGNATION FROM EMPLOYMENT**

#### **10.01 Notice of Termination of Employment**

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

### **SECTION 11. POST-EMPLOYMENT BENEFITS**

Support Staff who retire after the age of 55 and who have worked at least 10 years in the district shall be eligible to receive \$27.50 per day for each day of accrued sick leave at retirement (up to 80 days). Retirees who inform the Board by April 15 of their intention to retire shall receive their sick leave payout by the following July 1.

***PART IV - STAFF WITH  
INDIVIDUAL CONTRACTS  
UNDER § 118.24, WIS.STATS.  
SUPERVISORY AND  
ADMINISTRATIVE  
EMPLOYEES***

## **SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL**

### **1.01 Standard for Nonrenewal for Administrators/Supervisors**

Administrators/supervisors employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 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 section 118.24, Wis. Stats. and is not covered by the grievance procedure under this *Handbook*. The nonrenewal of an administrator/supervisor is not a termination under section 1.02 below.

### **1.02 Standard for Discipline and Termination**

An administrator/supervisor may be disciplined or terminated for “cause.” Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*. “Cause” is defined as the following:

- A. There is a factual basis for the discipline or termination: The factual basis must support a finding of administrator conduct in which the District has a disciplinary or termination interest; and
- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.
- C. Refer to School Board Policies 3139 and 3140

### **1.03 Disciplinary Materials**

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

## **SECTION 2. JOB RESPONSIBILITIES**

### **2.01 Professional Level of Competence**

Administrators/supervisors shall perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board which now exist or which may be hereinafter enacted by the Board. The Board shall furnish administrators/supervisors with a written copy of all rules, regulations and policies now in effect or becoming effective during the term of the administrator’s contract.

### **2.02 Devotion of Full-time to Job**

Except as is otherwise provided in the administrator’s/supervisor’s individual contract, administrators/supervisors shall devote full time to the duties and responsibilities normally expected of the administrator's position. Administrators/supervisors shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the Administrator's/supervisor’s duties and responsibilities.

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### **2.03 Administrator License or Certificate**

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

### **2.04 Job Description**

The Board shall provide administrators/supervisors with written job descriptions of each administrator's services, duties and obligations.

## **SECTION 3. WORK SCHEDULES**

### **3.01 Work Schedules for Administrators/Supervisors**

Administrator/supervisor work schedules are set by the district administrator with the professional duties of each administrator/supervisor taken into account in the setting of the work schedule. Each administrator's/supervisor's work schedule will be aligned with the days and terms of employment specified in the administrator's/supervisor's individual contract. Full time employees are generally expected to work eight-hour duty days. Professional staff (exempt personnel in accordance with the Fair Labor Standards Act) such as central office administrators, coordinators, principals, directors of instruction, counselors, campus athletic coordinators, and supervisors, are expected to report for duty for at least eight hours each day, excluding a 30-minute lunch break. Administrator/supervisor schedules may vary because of staggered starting times and job responsibilities, so long as all employees listed are scheduled for a minimum eight-hour duty day.

## **SECTION 4. PROFESSIONAL GROWTH**

### **4.01 Requirement to Remain Current**

All administrators/supervisors shall engage in independent and active efforts to maintain high standards of individual excellence. Administrators/supervisors 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.

### **4.02 Professional Reimbursement Program**

Administrators will be paid \$70 per graduate or undergraduate credit approved by the Administrator not to exceed \$1,260 per year (18 credits). Such credit reimbursement to be paid at the beginning of the semester following the earning and verification of the credits to teachers who continue to teach in Necedah in the year following the earning of the credits (i.e., classes completed first semester will be paid in February of the same school year, classes completed second semester or during the summer will be paid in September of the following school year.)

It is also agreed that the School Board will pay the professional dues for the administrator to a respective state and national professional development organization.

## **SECTION 5. EVALUATION**

### **5.01 General Provisions**

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

### **5.02 Evaluation Frequency**

Administrators/supervisors shall receive a written evaluation at the end of their first year of employment and at least every third year thereafter.

### **5.03 Evaluators**

The board is responsible for the school district administrator's/supervisor's evaluation. The school district administrator 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.

## **SECTION 6. PROFESSIONAL COMPENSATION**

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

## **SECTION 7. INSURANCES**

The Board agrees to provide the administrators/supervisors with the same insurances provided to all other employees in the district.

## **SECTION 8. POST-EMPLOYMENT BENEFITS**

The Board agrees to provide the administrators/supervisors with post-employment benefits according to their individual contract.

# ***PART V – CO- AND EXTRA- CURRICULAR STAFF***

## **SECTION 1. ATHLETIC AND ACTIVITY ASSIGNMENTS**

### **1.01 Letter of Assignment**

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

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

### **1.02 Payments**

Payments for extra-curricular activities shall be made in accordance with District payroll procedures. However, wages earned shall be paid at least monthly, with no longer than 31 days between pay periods.

### **1.03 Work Schedule**

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

### **1.04 Evaluation of Extracurricular Assignments**

Individuals holding extra-curricular assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate. When determining the manner and frequency of evaluations, the supervisor may take into account such factors as (1) the individual's experience with the particular activity; (2) input received from participants, parents, and other stakeholders;

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(3) the extent to which an individual needs additional guidance or oversight; and (4) any other consideration that a supervisor, in his/or reasonable discretion, deems appropriate.

## **1.05 Volunteers**

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

- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They will be responsible for their own personal injuries (i.e., ineligible for worker's compensation);
- D. They must consent to a background check and agree to have a tuberculin skin (TB) test;
- E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- F. They accept direct and indirect supervision of the head coach; and,
- G. They may be dismissed at any time without cause.

## **APPENDIX: Necedah Area School District Mandatory Reporting Documentation**

We are ALL MANDATORY REPORTERS. Mandatory reporting will be conducted in accordance with the law and District policies and procedures.

### **MANDATORY REPORTING OF STUDENT ABUSE AND NEGLECT AND THREATS OF VIOLENCE**

The Board strictly prohibits any actual or threatened acts of physical, mental, sexual, or other form of abuse directed towards students by any person in any District-owned, operated, or leased facility, or at any school-sponsored activity. Likewise, the Board strictly prohibits any threats of violence in or targeted at any school. All incidents or suspected incidents of such conduct must be reported as described in this policy and in State law and will be investigated. All District employees, regardless of position, are required to make a report in the following instances:

When the staff member has reasonable cause to suspect that a child seen in the course of the staff member performance of their job duties has been abused or neglected, or has been threatened with abuse or neglect, regardless of the identity of the suspected perpetrator; The report shall be made to local law enforcement or social services.

When the staff member believes in good faith based on a threat made by any person regarding violence targeted at a school, that the health and safety of any person is in serious or imminent threat. Any such threats shall be immediately reported to law enforcement as described in policy.

Any staff member who, in good faith, believes that circumstances require reporting shall do so without conducting any further investigation concerning the subject matter of the report. When a report is made, the staff member shall immediately notify the building level administrator or District Administrator that a report has been made and provide detail concerning the basis for the report.

### **Training**

The Board shall require every employee to receive training provided by the Department of Public Instruction (DPI) in identifying children who have been abused or neglected and in the laws and procedures detailed herein governing the reporting of suspected or threatened child abuse and neglect. Such training shall be completed within the first six (6) months of employment in the District and thereafter at least once every five (5) years after the initial training. The District Administrator shall coordinate all training and shall prepare administrative guidelines that so it provides information concerning the prevention of child abuse or neglect and threats of school violence, as well the signs that a student may be a victim of or at risk of becoming a victim of abuse or neglect.

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The required training shall also include training on the laws governing the reporting of threats of violence in or targeted at a school.

### **Procedures for Reporting - Child Abuse and Neglect**

The employee shall immediately call the local office of the Child Welfare Department, social services department, or local law enforcement agency.

Employees shall also notify the appropriate administrator according to the District's Reporting Procedure for Student Abuse or Neglect and Threats of Violence.

The identity of the reporting person shall be confidential, subject only to disclosure by consent or court order, or as otherwise compelled by law. A reporting employee shall not be dismissed or otherwise penalized for making a good faith report of child abuse or neglect. The details of any reported incident, including the identities of the individuals involved or noted in the report, shall be kept confidential to the extent permitted. Any staff member who disseminates such information other than as permitted or required by policy or legal obligation may be subject to disciplinary action. Any staff member who reports suspected child abuse or neglect will not be subject to disciplinary action and is immune from civil liability to the extent provided for by law.

Each principal should be mindful of the possibility of physical or mental abuse being inflicted on a student by an employee. Any such instances, whether real or alleged, should be dealt with in accordance with the administrative guidelines established by the District Administrator.

### **Procedures for Reporting - Threats of Violence**

An employee, regardless of position, who receives a threat or hears a threat of violence in or targeted at a school shall immediately inform law enforcement. The report shall contain detailed information concerning the nature of the threat. The staff member shall cooperate fully with law enforcement. When such a report is made, the staff member shall also inform the building administrator or District Administrator. If a threat is reported to the building administrator, s/he shall immediately notify the District Administrator and coordinate the District's coordination with law enforcement, students, and parents as the circumstances require.

All threats of violence are to be taken seriously. No staff member who reports a threat in good faith shall be subject to disciplinary action. Failure to report a threat may result in disciplinary action.

## APPENDIX: Culture Policy Development

### Leadership Priorities

Utilizing servant leadership strategies allows us to effectively listen, advise, direct, motivate, love, teach and coach; all important aspects to nurture productive, effective relationships with students, staff, families, and community.

Empowerment	Communication	Caring/ Compassion	Integrity	Positive Outlook/ Attitude	Creative/ Innovative
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1. **Empowerment:** Allowing others to take ownership (students, staff, families, community).  
As leaders we give others power to find solutions, take control, own projects/products, and boost critical thinking (What issues do I need to solve?), problem-solving (What am I able to solve?), creativity/imagination (What solutions/strategies can I use to solve?), and collaboration/teamwork (Who can help me to reflect to solve the issue?); so that students stay where they belong/included and all individuals grow towards and achieve their potential while increasing organizational productivity/outcomes.
2. **Communication:** Using empathetic, open-minded listening skills while also interpreting and creating messages to various audiences via appropriate interactions/exchanges.  
As leaders we provide high-quality discourse (written, verbal, non-verbal), ask for and reflect on feedback, and effectively relay opinions/ideas through messages that are always respectful, courteous, honest, and kind; so that individuals trust it is safe to provide feedback, will take risks and engage during collaborative interactions.
3. **Caring/Compassion:** Appreciating what another person is going through and contributing to the happiness and well-being of that person, so they feel loved.  
As leaders we seek to understand individual needs and feelings using thoughtful, kind, respectful contributions; so that relationships can be nurtured and trust and collaboration can grow.
4. **Integrity:** Doing the right thing for the right reason, at all times.  
As leaders we consistently model honest and genuine interactions (words/actions), shared expectations, humility, and selflessness to benefit others and the organization; so that individuals experience trust and sense our collective commitment to our students, staff, families and community.
5. **Positive Outlook/Attitude:** A mindset that helps you see and recognize opportunities by seeing the good in things (potential), rather than focusing on the bad things (weaknesses).  
As leaders we model and enhance positive emotions, focus on personal strengths, and find opportunity in the face of controversy; while engaging with students, staff, families

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and community, as a means to nurture individual and organizational growth and development.

6. **Creative/Innovative:** Imagine and implement new ideas and strategies.

As leaders we will imagine and implement new ideas and strategies to help others reach their potential and to better our organization and community; so that our school community continues to advance and grow to better meet the needs of our children, families, and community.

**NECEDAH AREA SCHOOL DISTRICT  
NOTICE OF PRIVACY PRACTICES  
REQUIRED NOTIFICATION**

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THIS NOTICE IS BEING SENT TO YOU AS REQUIRED BY FEDERAL REGULATION.  
IT DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND  
DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.  
**PLEASE REVIEW IT CAREFULLY.**

**THE DISTRICT'S LEGAL DUTIES**

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

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

This Notice takes effect on July 1, 2012 and remains in effect until the District replaces it. You may request a copy of this Notice at any time. For more information about our privacy practices, or for additional copies of this Notice, please contact the individual designated at the end of this Notice.

**USES AND DISCLOSURES**

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

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

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

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

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

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

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

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

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

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

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disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of specified programs.

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

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

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

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

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

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

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

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

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

## INDIVIDUAL RIGHTS

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

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

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

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

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

**Authorization:** The Plan will obtain your written authorization for uses or disclosures that are not identified by this Notice. Subject to certain limitations, you may revoke any authorization

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in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

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

## **COMPLAINTS**

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

## **CONTACT INFORMATION**

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

***Tanya Kotlowski, Superintendent  
Necedah Area School District  
1801 S. Main Street  
Necedah, WI 54646***

If you have concerns or complaints regarding the District's privacy policies, please contact:

***Tanya Kotlowski, Superintendent  
608-565-2256 Ext. 120***

## **Necedah Area School District Employee Acknowledgment**

*(Sign and return to the District office)*

1. I hereby acknowledge that it is my responsibility to access the ***Necedah Area School District Employee Handbook, and any Addendums approved by the Board of Education***, which is electronically shared on an annual basis; in addition, to any Addendums approved by the Board of Education. My signature below indicates that I agree to read the *Handbook* and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the “Necedah School District Board Policies Manual.” The Board Policies are published on the District website. The information in this *Handbook* is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this *Handbook*. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that this *Handbook* does not constitute an employment contract or alter my status as an at-will employee unless specifically addressed for those employees covered by Part II, Part III or Part IV. I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.
  
2. I hereby acknowledge that it is my responsibility to access and review the *District Bullying Policy* (#5517.01) and the procedures written therein.
3. I hereby acknowledge that it is my responsibility to access and review the *District Criminal History Record Check and Employee Self-Reporting Requirements Policy* (#4121/3121).

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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