

Suring Public School District

Support Staff Handbook

2018-2019

Adopted July 11, 2018



It is the Board's objective to treat all employees in a fair manner to ensure that the Suring Public School District retains and supports the most qualified teachers/staff in all classrooms in an effort to provide a quality education and meet the needs of the students.

EMPLOYEE ACKNOWLEDGMENT

(To be signed and returned to the District Office.)

I hereby acknowledge that it is my responsibility to access the *Suring District Employee Handbook* online. I understand that it is my responsibility to read the *Handbook* and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the “District Board Policies Manual – Legal and Local.” The *Employee Handbook* and the Board Policies Manual can be found in the District Office and on the District’s website at www.suring.k12.wi.us. The *Employee Handbook*, Board Policies Manual can be found under the heading “School Board.” 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. 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. I understand that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

Printed Name

Signature

Date

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

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DISTRICT'S MISSION STATEMENT

EAGLES SOAR

Every Adolescent Grows in Learning Every day in Suring by being Safe, Outstanding, Accountable, and Respectful.



DISTRICT'S VISION STATEMENT

To provide a safe, supportive, and academic environment that enables children to acquire the knowledge to be a successful life-long learner.

DISTRICT ACADEMIC CALENDAR

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

SCHOOL CALENDAR 2018-2019

M	T	W	Th	F
August				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
NS WLC	WI	WI BTS	WI	31

September				
LD	4CB	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	WI

October				
1	2	3*	4	ER & PT
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
WI	30	31		

November				
			1	2
5	6	7	8	9
12	13	14	15	ER
FB	FB	FB	TV	TV
26	27	28	29	30

December				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
CV	CV	CV	CV	CV
CV				

TEACHER CONTRACT DAYS

Student Attendance Days	175
P/T Conference	1
Work/Inservice	12
TOTAL =	188

M	T	W	Th	F
January				
	CV	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	WI	WI
28	29	30	31	

February				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	WB
25	26	27*	28	

March				
				ER & PT
4	5	6	7	8
11	12	13	14	15
WI	19	20	21	22
25	26	27	28	29

April				
1	2	3	4	5
8	9	10	11	12
15	16	17	WI	EV
EV	23	24	25	26
29	30			

May				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
MD	28	29	30	31

June				
3	4	5L	WI	WI

KEY

- ☐ - Class Days
- TR - TRITON Classes Begin/End
- | - End of Quarter
- NS - New Staff
- WI - Work/Inservice – No School
- BTS – Back to School Night – 4:00-6:00pm
- CB - Classes Begin
- LD - Labor Day – No Classes
- * - Parent/Teacher Conferences
(K-12 = 3:45-7:00 pm)
- ER & PT – Early Release (1:00)
& Parent/Teacher Conferences
(K-12 = 1:15-3:30 pm)
- FB - Fall Break – No Classes
- TV - Thanksgiving Vacation
- CV - Christmas Vacation
- WB – Winter Break – No Classes
- EV - Easter Vacation – WI on 4/18 would be 4th snow day makeup
- X - Commencement – May 25th
- MD - Memorial Day – No Classes
- L - Last Day of School – if additional snow day makeups are needed they will follow the last scheduled day of student classes

PREAMBLE AND DEFINITIONS

ABOUT THIS HANDBOOK

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

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

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

DEFINITIONS

- A. Administrative Employees: "Administrative Employees" are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. Casual Employees: "Casual Employees" are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
- C. Discipline: "Discipline" is defined as a suspension [unpaid or paid], or a written reprimand.
- D. Regular Employees: "Regular Employees" are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
 - 1. Regular Full-time Employee: "Regular full-time employees" are defined as one who works 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.
- E. Substitute Employees: "Substitute Employees" are defined as persons hired to replace a regular employee during the regular employee's leave of absence.
- F. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.
- G. Teachers: "Teachers" are defined as persons hired under a contract pursuant to § 118.21, Wis. Stats.
- H. Temporary Employees: "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.
- I. Termination: "Termination" is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include, for instance,

voluntary retirement, voluntary resignation, nonrenewal of contract under § 118.22, Wis. Stats. or § 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.

GENERAL PERSONNEL POLICIES

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

EMPLOYMENT LAW

EMPLOYMENT OF MINORS

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

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, religion, 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 or religious affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law.

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

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with District policy.

EQUAL OPPORTUNITY COMPLAINTS

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District. ***See Suring District Policy 4122, 4340***

The Board designates the following individuals to serve as the District's "Compliance Officers" (hereinafter referred to as the "COs").

District Administrator
Kelly C. Casper
Suring District Office
411 East Algoma Street
Suring, WI 54174
Office: 920-842-2181

Principal
Pamela Berg
Suring District Office
411 East Algoma Street
Suring, WI 54174
Office: 920-842-2181

FAMILY AND MEDICAL LEAVE ACT

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

- A. **Eligibility Notice.** When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the

employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).

- B. **Rights and Responsibilities Notice.** The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>.
- C. **Designation Notice.** The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).

IMMIGRATION LAW COMPLIANCE

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

<http://www.wuscis.gov/files/form/i-9.pdf>

HARASSMENT AND BULLYING

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 Suring Policy 4340 Staff Complaints and Procedures. <http://www.suring.k12.wi.us/boardpolicies.cfm>. 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 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. **See Suring District Policy 4122, 4362, 5517**

GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

DISTRICT EXPECTATIONS

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

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

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

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 District Secretary within twenty-four (24) hours or the next scheduled District workday, as appropriate.

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: Call AESOP at least one hour prior to the assigned start time or immediate supervisor (Custodial/Kitchen Support) and document in Employee Access to report their absences. 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.

CHILD ABUSE REPORTING

- A. Any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B.
- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department or, in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.
- C. All District Employees are required to watch the DPI Training Video on Mandatory Reporting and Complete the Certificate at the end of the Video. The Video may be found on the district website at <http://dpimedia.wi.gov/main/Viewer/?peid=00e58a90-5fdc-4e80-9a1d-ccb7c7c7176>

COMMUNICATIONS

District employees are expected to abide by the following rules when using information technology and communication resources. ***See Suring District Policy 7530.02, 7540, 7540.04***

CONFIDENTIALITY

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy.

The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator. ***See Suring District Policy 8330, 8350***

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 Suring District Policy 4230***

CONTRACTS AND CONFLICT OF INTEREST

No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. *See Wis. Stats. § 946.13(1)(a) and (b).* ***See Suring District Policy 4230***

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 agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information.

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 against 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, name plate, and the key fob for building entry. District equipment borrowed for short term use should be returned the first work day after project completion. **See Suring District Policy 5513**

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 Suring District Policy 4122.01**

- B. **Tobacco Products:** Employees shall not use tobacco products on District premises, in District vehicles, or in the presence of students at school or school-related activities. **See Suring District Policy 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 Testing**

1. **Pre-Employment Drug Testing:** Pre-employment drug testing may be required as a condition of employment for any individual applying for a position. Failure to appear for the appointed drug testing within 48 hours from an offer of employment or a positive drug test will result in denial of employment. All pre-employment drug testing shall be completed prior to beginning employment.
2. **Reasonable Suspicion Drug Testing of Any Current Employee:** The District shall require an employee to undergo a drug and/or alcohol test when reasonable individualized suspicion exists to believe the employee is under the influence of drugs and/or alcohol. The employee shall be referred to the designated and approved testing facilities for testing and/or may subject permissible on-site testing to refute a finding of intoxication or under the influence (e.g., a breathalyzer test), and may be transported by the District for testing purposes, when appropriate. Refusal to cooperate in this program may result in discipline, up to and including termination. The District reserves the right to take appropriate action in the circumstances, which may include, without being limited to, remediation, accommodation, discipline, or dismissal from employment.

EMPLOYEE IDENTIFICATION BADGES

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

FINANCIAL CONTROLS AND OVERSIGHT

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be processed in a manner that gives appropriate consideration to the confidentiality of these matters.

Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. *See Suring District Policy 4211, 8900*

FRAUD AND FINANCIAL IMPROPRIETY

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

- A. Fraud and financial impropriety shall include but is not be limited to the following:
1. forgery or unauthorized alteration of any document or account belonging to the District;
 2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
 3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
 4. impropriety in the handling of money or reporting of District financial transactions;
 5. profiteering as a result of insider knowledge of District information or activities;
 6. unauthorized disclosure of confidential or proprietary information to outside parties;
 7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
 8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy.
 9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
 10. failure to provide financial records required by state or local entities;
 11. failure to disclose conflicts of interest as required by law or District policy;
 12. disposing of District property for personal gain or benefit; and
 13. any other dishonest act regarding the finances of the District.

See Suring District Policy 8900

GIFTS AND SALE OF GOODS AND SERVICES

- A. Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities, that are provided in connection with a conference or similar work-related activity where the employee's supervisor has reviewed the agenda for the conference or other activity and concluded that such incidentals primarily facilitate the employee's attendance at and participation in the activity, and, therefore, primarily benefit the District rather than serving primarily as a personal benefit. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students.

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to *See Suring District Policy 7230* for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats. Gifts of nominal or of

insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to § 19.59, Wis. Stats. for information on conflicts of interest and for staff gifts and solicitations.

- B. **Sale of Goods and Services:** No District employee may receive for his or her personal benefit anything of value from any person other than the District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of the District or at an activity of the District. § 118.12, Wis. Stats.

HONESTY

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

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 Administrator's 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.

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 mileage reimbursement may undergo an annual driver's license record check. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, and trenchers.
- B. All transportation will be done in accordance with Board policy. **See *Suring District Policy 8660***

OUTSIDE EMPLOYMENT

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The School Board expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment. **See *Suring District Policy 4230, 4231***

PERSONNEL FILES

- A. **Transcript**
Each *Highly Qualified Aide* shall have on file with the District Administrator a complete official transcript of his/her credits.
- B. **Right to Review File**
The complete file of each employee shall be open to that same employee upon request. Any employee shall have the right and opportunity to discuss with the Administration any matter pertaining to his/her file. All information forming the basis for disciplinary action will be made available to the employee. The location of the one official file will be in the District Administrator's office only. **See *Suring District Policy 8320*** and § 103.13(4) Wis. Stats.

PHYSICAL EXAMINATION

A physical examination and certificate based on such examination will be required of each employee at the time of initial appointment, and thereafter at intervals determined by the board. **See *Suring District Policy 4160***

POLITICAL ACTIVITY

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

- A. Citizenship Rights
The District recognizes the full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination unless such activities violate terms of the individual contract.
- B. Restriction on Duties
Employees will not perform any duty or act which threatens anyone's physical safety or well-being.
- C. Legal Proceedings
An employee called to appear for legal proceedings before any judicial or quasi-judicial or administrative tribunal including but not limited to: jury duty, arbitration, negotiation, mediation or fact finding proceeding shall not lose compensation for the performance of such obligation provided the aforementioned duties apply only to the Suring School District, (excluding jury duty) but compensation shall be less any remuneration received for performance of such obligation.
- D. Appearance Before Board
No employee shall be required to appear before the Board or its agents concerning any matter which could adversely affect the continuation of that employee in his office, position, employment or the salary of any increments pertaining thereto, unless he has been given prior written notice of the reason for such a meeting or interview and shall be entitled to have a representative present.
- E. Personal Life
The personal life of an employee is an appropriate concern of the Board only as it may affect the employee in properly performing his/her assigned responsibilities during the school day or has an ascertainable effect or impact upon the school district.
- F. Other Laws
Nothing contained herein shall be construed to deny or to restrict for any employee such rights as he/she has under the laws of Wisconsin and the United States or other applicable laws, decisions and regulations. The rights granted to employees hereunder shall be considered to be in addition to those provided elsewhere.

POSITION DESCRIPTIONS

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

SEVERANCE FROM EMPLOYMENT

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

- A. termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- E. failure to return to work following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer the employee having been on reemployment opportunity status for twelve (12) consecutive months' failure to return to work the day following the expiration of an authorized leave of absence; and
- F. job abandonment.

SOLICITATIONS

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

See Suring District Policy 9700

WELLNESS

- A. Educational Environment: District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The District encourages staff to use foods of a high nutritional value in

fundraising activities and to create an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive should be kept to a minimum. Incentives shall be healthy food choices. The withholding of a meal as punishment is prohibited.

- B. **Employee Wellness:** The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees. Employees may be required to complete a health risk assessment annually administered by our health insurance provider.

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: location of fire alarms; location of fire extinguishers; evacuation routes; and whom to notify in case of fire. Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.
- 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:** Section 101.55 of the Wisconsin statutes 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. ***See Suring District Policy 7430***
- D. **Weapons Prohibition:** Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 120.13(1), 948.60, .605, .61.
 - 1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this policy (e.g., law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).
 - 2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.
 - 3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the District Administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.
- E. **Disaster Preparedness:** All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures. ***See Suring School Emergency Response Plan (SERP) and Suring District Policy 8420***

LEGAL CUSTODIAN OF RECORDS

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

MANAGEMENT RIGHTS

DELINEATION OF RIGHTS

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the

adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this *Handbook*/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited by enumeration to, the following rights:

- A. to direct all operations of the school system;
- B. to establish and require observance of reasonable work rules and schedules of work;
- C. to hire, promote, transfer, schedule and assign employees in positions within the school system;
- D. to suspend, discharge and take other disciplinary action against employees;
- E. to relieve employees from their duties because of lack of work or any other legitimate reason;
- F. to maintain efficiency of school system operations;
- G. to take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
- H. to introduce new or improved methods or facilities;
- I. to select employees, establish quality standards and evaluate employee performance;
- J. to determine the methods, means and personnel by which school system operations are to be conducted;
- K. to take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- L. to determine the educational policies of the District; and
- M. to contract out for goods and services.

GRIEVANCE PROCEDURES

DEFINITIONS:

- A. A grievance shall mean a dispute regarding the application of School Board policies regarding an employee's discipline or termination of employment, or a dispute concerning workplace safety. No grievance shall be processed under this policy unless it is in writing and contains all of the following:
 - 1. the name and position of the grievant;
 - 2. a clear and concise statement of the grievance;
 - 3. the issue involved;
 - 4. the relief sought;
 - 5. the date the incident or alleged violation took place;
 - 6. the specific section of the Policy Manual or workplace safety rule alleged to have been violated; and
 - 7. the signature of the grievant and the date.
- B. The term "days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or his or her classification is scheduled to work. The time within which an act is to be done under this policy shall be computed by excluding the first day and including the last day.
- C. A "grievant" is an employee as defined by state statutes governing this grievance procedure. At the grievant cost and request they may be represented by a person of their choice.
- D. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or District rule related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk.

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

- 1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
- 2. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal

- possessions).
3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
 4. The individual(s) filing the grievance must propose a specific remedy.
 5. The issue and proposed remedy must be under the reasonable control of the District.
- E. "Discipline" means oral reprimands (where a written record of the reprimand is placed in the employee's file), written reprimands, suspension and demotion. Discipline does not include performance reviews, work plans or corrective actions that do not include a reprimand or other adverse employment action.
- F. "Termination" means discharge from employment.

PROCEDURES:

First Step

Within ten (10) days after the facts upon which the grievance is based or should have reasonably become known the employee shall present the written grievance to his/her immediate supervisor. The immediate supervisor shall give a written answer within ten (10) days of receipt of the grievance, with a copy to the District Office.

An employee who has been notified of termination may process the grievance commencing at Step 3.

Second Step

If the grievance is not satisfactorily resolved at Step 1, it may be submitted by the grievant to the District Administrator within five (5) days after having received the answer in the First Step. After receipt of the written grievance by the District Administrator, he/she or the designated representative of the District Administrator will meet with the grievant in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the District Administrator shall respond to the grievance in writing. The District Administrator shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this policy and otherwise properly processed as required by this policy. If the District Administrator is aware of other similar pending grievances, he/she may consolidate those matters and process them as one grievance.

Third Step

Upon the written request of the grievant in response to an adverse decision, the decision at the second step may be appealed by a written statement to the District Administrator particularly describing the reason for appeal. If the decision at Step 2 is based in whole or in part on the basis of timeliness, scope of the grievance process or other failure of the Grievant to properly follow the process the matter shall be referred to the Board who shall determine whether the matter should be processed further. If the Second Step decision is on the merits of the grievance only the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the District Administrator. Any costs incurred by the (IHO) will be paid by the School District. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The oral or written statements of students, which would otherwise be hearsay, will be considered by the impartial hearing officer without the direct testimony of students, if other, non-hearsay information is presented.

The burden of proof shall be "a preponderance of the evidence". In termination and discipline cases, the District shall have the burden. In workplace safety cases, the employee shall have the burden. The IHO may request oral or written arguments and replies. The IHO shall provide the parties a written decision.

The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add to subtract from or modify the terms of the Board policy or rule that forms the basis for the grievance.

Fourth Step

Either party may appeal an adverse determination at step three to the Board of Education, by filing written notice appealing the decision of the IHO in the District Office within ten (10) days of the decision of the IHO. The Board of Education shall within thirty (30) days after submission of the appeal schedule the review of the IHO's decision. The review will be conducted by the Board during a closed session meeting unless an open session is requested by the employee. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence and testimony produced at the hearing before the IHO. A simple majority vote of the Board membership shall decide the appeal within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding on all parties.

Timelines

Failure to process a grievance by the grievant within the time limit, or agreed upon extensions, shall constitute waiver of the grievance and will be considered resolved on the basis of the District's last answer. Failure of a management representative to meet the time limits shall cause the grievance to move automatically to the next step in the procedure. To encourage that grievances are addressed in a prompt manner the time limits set by this policy are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of the parties.

Exclusive Remedy

This procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration which has final authority, subject to any applicable Board policy or directive, to resolve the matter. ***See Suring District Policy 4340***

PAY PERIODS

ANNUALIZED PAYROLL CYCLE

- A. 12 Month Employees
All employees scheduled to work the calendar year will be placed on the twenty-six (26) payroll cycle.
- B. Less Than 12 Month Employees
Employees less than 12 months will be paid bi-weekly according to the start of the academic school year.

DIRECT DEPOSIT PAYMENT METHOD

All employees shall participate in a direct payroll deposit plan. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing.

SALARY DEFERRALS –TAX SHELTERED ANNUITIES (TSA)

See Suring District Policy 6520

COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES

MILEAGE REIMBURSEMENT

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District with the consent of the District Administrator. Use the check request form to report mileage.

WORKERS COMPENSATION

WORKERS COMPENSATION COVERAGE AND REPORTING RESPONSIBILITIES

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

INJURIES NOT COVERED BY WORKER'S COMPENSATION

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

- A. injuries because of a self-inflicted wound;
- B. injuries sustained because of an employee's horseplay; or
- C. injuries sustained while an employee does an activity of a strictly private nature.

SICK LEAVE EARNED

- A. School Year Employees:
Regular twelve-month employees shall receive twelve (12) sick days per year. Regular school-term employees (9 month) shall receive nine days of sick leave per year. Sick leave will be credited on July 1 of each year. This information can be found in employee access. Accumulation shall be ninety (90) days for all employees.

- B. Crediting of Sick Leave: Sick leave though credited at the beginning of each fiscal year is vested only upon completion of the work year.

SICK LEAVE USE

- A. Sick Leave
Sick leave may be used for illness in the immediate family: that is spouse, dependent children, and parents.
- B. Notification
1. It is the responsibility of the employee to inform the district of personal illness which makes it impossible to report for work. Failure to do so prior to one hour of official start time of the regular school day will result in loss of sick leave payment for that day. Employees will be in-serviced on how to enter absenteeism information into AESOP and/or Employee Access.
 2. If, after an employee has reported ill and he/she anticipates that the illness will extend for two (2) or more consecutive days, it is the responsibility of the employee to notify his/her principal/supervisor accordingly and enter the proper information into AESOP and/or Employee Access.
- C. Doctor's Exam After 5 or More Days
An employee who has been absent from work for five (5) or more consecutive days, due to illness, may be required to have an examination by a licensed physician. Failure to do so will result in loss of payments until this provision is complied with. If the Board requires the examination, it will pay any costs incurred by such examination by a physician chosen by mutual agreement except those costs covered or reimbursed by any form of health insurance.
- D. Medical Exam
The Board retains the right to require that any employee employed by the district, whether on sick leave or not on sick leave, to have a medical examination by a licensed physician, mutually agreed upon by Board and employee, who is to certify that said employee is physically able to work and does not present a health hazard of any kind to students of the district or his/her co-workers. Tuberculosis tests may be required each year. If the Board requires such examination the district will pay the current contracted cost at the current contracted facility incurred by such examination, except those covered or reimbursed by any form of health insurance. The employee may use another clinic at his/her own expense and be reimbursed at the current contracted rate.

SICK LEAVE ACCUMULATION

Sick leave for employees will accumulate for full-time and part-time employees to a maximum of 90 days.

SICK LEAVE AND LONG-TERM DISABILITY

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

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.

Each employee shall have access to electronic records indicating the number of accumulated sick leave days, the number of personal days remaining to the employee's credit, the number of emergency days that have been used, and the number of vacation days to be taken and the number remaining.

JURY DUTY LEAVE

JURY DUTY LEAVE

An employee required to be absent because of jury duty shall receive leave, without loss of pay or deduction from sick or personal leave.

Any remuneration (pay) the employee receives for his/her jury duty will be signed over to the Suring School District in an amount equal to actual District pay, excluding mileage payments or any amount in excess of District pay for that day.

FUNERAL LEAVE

FUNERAL LEAVE FOR A DEATH IN THE IMMEDIATE FAMILY

If an employee must be absent because of death of an immediate family member, the employee shall be granted not more than 5 days of funeral leave each year. There will be no loss of pay or sick leave during this time. (Immediate family – spouse, children (Inc. in-law, step), mother (Inc. in-law, step), father (Inc. in-law, step), grandparents, grandchildren, brothers (Inc. in-law, step, half), sisters (Inc. in-law, step, half), aunts, uncles, nieces, and/or nephews.)

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.

PERSONAL LEAVE

PERSONAL DAYS PROVIDED

Support staff may be granted one, paid personal day each year. A support staff member can accumulate up to 3 personal days. Notice of personal business leave shall be given to the District Administrator or designee at least three (3) days before the commencement of such leave, except in cases of emergency. This leave is not available to an employee on the employee's scheduled working day before or after a holiday or vacation day, except in cases of emergency, legal matters or with approval of the District Administrator. No more than one (1) employee from a classification shall be allowed personal business leave at any one time, except by permission of the District Administrator or designee.

UNIFORMED SERVICES LEAVE

UNIFORMED SERVICES LEAVE OF ABSENCE

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

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

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

SENIORITY/LENGTH OF SERVICE DURING UNIFORMED SERVICES LEAVE

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

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

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

ARMED SERVICES LEAVE

If an employee is called to involuntary active duty in the armed services, the Board will follow Wisconsin S.S. 45-50. If an employee is called to involuntary temporary duty with a maximum of 30 calendar days, the employee will not lose compensation for the performance of such duty, but compensation shall be less any remuneration received for performance of such duty. An employee will not lose benefits for the time he/she is on duty.

UNPAID LEAVES OF ABSENCE

FMLA

FMLA (Family Medical Leave Act) leave of absence is available for employees. Please see the District Office for the updated information.

NON PAID LEAVE OF ABSENCE-Long Term

Leaves of absence without pay may be granted by the Board and/or District Administrator. A request for this leave may be submitted at least four (4) weeks in advance and shall include reason(s) for and expected duration of the leave, not to exceed one (1) year. In an emergency, the District Administrator may waive all or part of the advance notice requirements. Seniority will not accrue during an unpaid leave of absence. The granting of unpaid leave, the length of time for such leave, and the number of employees taking leave shall be at the discretion of the district.

NON PAID LEAVE OF ABSENCE-Short Term

Leave of absence without pay may be granted by the Board and/or District Administrator. A request for this leave may be submitted at least 3 days in advance and shall include reason(s). No more than 2 unpaid leave days will be granted in a school year.

BENEFITS APPLICABLE TO ALL EMPLOYEES

FLEXIBLE SPENDING ACCOUNT

The District shall offer a Section 125 Plan as allowed by law. Employees will be allowed to contribute premium contributions, unreimbursed medical expenses, and dependent care expenses into the plan subject to the plan's rules and regulations.

DENTAL INSURANCE

The district will contract and pay family coverage for dental insurance of no more than the full dollar amount per month for 12 months and single coverage of no more than the full dollar amount per month for 12 months.

HEALTH INSURANCE

The Suring Public School District will contract and pay family coverage for hospital and medical insurance of no more than the full dollar amount per month for 12 months and single coverage of no more than full dollar amount per month for 12 months. Effective July 1, 2011 and thereafter, the Board will pay 88 percent of the single or family hospital and medical insurance premium. (Employees may be required to complete a health risk assessment administered by our health insurance provider. Employees who would choose not to participate in an assessment will pay additional % of the health premium.)

LIABILITY INSURANCE

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

LONG-TERM DISABILITY

The Board shall provide long term disability insurance. Please see long-term disability descriptions under each section for details. (Teachers, Support Staff, Administrators)

WISCONSIN RETIREMENT SYSTEM (WRS) CONTRIBUTIONS

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

WORK STOPPAGE

WORK STOPPAGE

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

CONFORMITY TO LAW

CONFORMITY TO LAW

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

DISCIPLINE AND DISCHARGE

LENGTH OF PROBATIONARY PERIOD

All newly hired employees shall be on probation for a period of one calendar year.

STANDARD FOR DISCIPLINE AND TERMINATION

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

BENEFITS DURING PROBATION

Except as expressed herein, all provisions of this Agreement shall apply to an employee as of the first day of employment. If an employee quits or is terminated during the probationary period, however, no accrued sick leave, vacation, or other benefits shall be due him or her. Employees eligible to receive insurance benefits shall receive initial coverage in accordance with the waiting periods, if any, contained in paid coverage without regard for the probationary period.

REPRESENTATION

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

DISCIPLINARY MATERIALS

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

HOURS OF WORK AND WORK SCHEDULE

REGULAR WORKDAY AND STARTING AND ENDING TIMES

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

REGULAR WORKWEEK

A regular work week is forty (40) hours or fewer. 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.

PART-TIME EMPLOYEES

A schedule of hours shall be prepared for part-time employees.

ADDITIONAL HOURS AND OVERTIME - APPROVAL AND ASSIGNMENT

- A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/ immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, and the community or District property.
- B. Assignment: Non-emergency scheduled overtime assignments will be filled to a qualified employee(s) as determined by the District. Emergency overtime assignments shall be assigned at the discretion of the Administration. An Employee will have the right to refuse overtime.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated on the employee's time card. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00a.m. on Sunday and ending at 11:59 p.m. on Saturday.

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.

BREAKS

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

Hours Worked	Break(s) and Lunch Period Scheduling
0 to 3.99 hours	0 minutes
At least 4.0 to 5.99 hours	15 minutes
At least 6.0 to 7.99 hours	15 minutes and 30 minute duty-free lunch
At least 8.0 or more hours	(2) 15 minutes and 30 minute duty-free lunch

TIME CARDS OR OTHER FORM OF ELECTRONIC TRACKING OF HOURS WORKED

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

Employees shall write total hours for each day on their time cards. If using sick, personal, holiday, bereavement, vacation, unpaid days - this should be written on time cards also. Employees should total and sign time cards bi-weekly.

EMERGENCY SCHOOL CLOSINGS

A less than 12-month employee such as an aide, secretary or cook, will not be paid for days when school is closed due to inclement weather or other emergencies as determined by the District Administrator or designee. Employees will later have the opportunity to make up the day if school is rescheduled.

Twelve month employees are expected to come to work when school is called off for students. If a twelve-month employee does not report to work, he/she is subject to a wage deduction, or the employee may substitute vacation time, compensatory time or personal leave providing minimal staffing needs are met. If the employee elects to come in late or leave early that portion of the day will be deducted from his/her wages or the employee may substitute vacation time, compensatory time or personal leave. The determination of what constitutes minimal staffing needs shall be determined by the District Administrator or designee.

CALL-IN PAY

Employees called in to work hours outside of their regular work schedule that are not contiguous with their regular work schedule, except as noted below, shall be paid no less than two (2) hours pay. The District may, at its discretion, require such employees to work the full two (2) hour period. Employees called in to open the building for a special event (e.g., use of school District facilities by an outside agency or for co-curricular events) will be paid for the time that the employee is required to be at the District.

ATTENDANCE AT MEETINGS

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

REDUCTION IN FORCE, POSITIONS & HOURS

REASONS FOR REDUCTION IN FORCE

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

NOTICE OF REDUCTION

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

SELECTION FOR REDUCTION – STEPS

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction in force 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 reductions.

- B. Step Two - Volunteers: Volunteers will be reduced first. The District will provide the volunteer(s) with a notice in accordance with section 3.02. Requests for volunteers will be sent to employees within each job category. An employee who volunteers will put his/her request in writing. Volunteers will be accepted by the District only if, in the District's opinion, the remaining employees in the job category are qualified to perform the remaining work.
1. The District shall utilize the following criteria in order of application for determining the employee for full or partial reduction in hours:
 - a. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
 - b. Qualifications as established by the Board: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.
 - c. Qualifications of the Remaining Employees in the affected job category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need.

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.

ASSIGNMENTS, VACANCIES AND TRANSFERS

DETERMINATION OF ASSIGNMENT

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

JOB POSTING

When a position becomes vacant or a new position is created, notice of such available position shall be posted. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be sent to staff in email and posted on the District's website and in mailroom.

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.

DISTRICT ABILITY TO DETERMINE JOB DESCRIPTION

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

INVOLUNTARY TRANSFERS

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

PAID VACATION

NOTICE

Each employee can view total number of vacation days by using Employee Access.

TWEVLE MONTH EMPLOYEES

Number of Years Worked	Vacation Days Earned
After one (1) year of service	5 days
After three (3) years of service	10 days
After eight (8) years of service	15 days
After seventeen (17) years of service	20 days
After twenty (20) years of service	25 days

Employees in their first year of service earn a pro-rated amount of vacation based upon the number of months worked. For example, an employee hired in October 1, 2011 would be eligible to earn nine-twelfths (9/12) of the employee's vacation allotment on July 1, 2012. This would entitle the employee to 9/12* 5 days on July 1, 2012 or 3.75 days. The employee under this example would be entitled to five (5) days of vacation on July 1, 2013. This provision is not retroactive.

"Years of Service" as set forth in this Article refers to years of service in the District in a position that is eligible for vacation. Eligible employees in the District shall receive the preceding vacation depending on years of service as measured each July 1. For calculation purposes vacation is earned based upon the prior years' service. For part-time employees, vacation pay shall be pro-rated based on the average number of hours worked per week during the previous year.

SCHEDULING OF VACATION

Vacation leave may not be taken in less than 1/2 day blocks. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days' notice may be approved by the District Administrator and/or his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period, but the District Administrator and/or his/her designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives.

VACATION ACCUMULATION

An employee may carry over a total of 5 vacation days from the prior year to the next year's vacation amount. Vacation days, in excess of the days carried over above, not used by the end of the applicable twelve-month period, i.e. June 30th, shall be forfeited.

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.

HOLIDAYS

HOLIDAYS DEFINED

Support staff will receive holiday pay when the holiday falls on their regular scheduled work day 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. Twelve Month Employees (260 work days)

July 4th	Christmas Day
Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Good Friday
Christmas Eve	Memorial Day

B. Less than Twelve Month Employees

Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day

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.

HOLIDAYS FALLING ON STUDENT CONTACT DAYS

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

WORK ON A HOLIDAY

Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated on the employee's time card. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00a.m. on Sunday and ending at 11:59 p.m. on Saturday.

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.

WAGE COMPENSATION AND EXPENSES

NEW EMPLOYEE WAGE PLACEMENT

New employee wages shall be determined at the discretion of the District.

EXPENSES

Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions shall receive meals, lodging, and registration.

JOB RELATED TRAINING AND LICENSURE

IN-SERVICE TRAINING

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

EMPLOYEE EVALUATION

EVALUATION

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

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.

FREQUENCY

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

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.

COMMENTS, DISPUTES

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

EVALUATORS

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

RESIGNATION FROM EMPLOYMENT

NOTICE OF TERMINATION OF EMPLOYMENT

Employees will give written notice of termination of employment, as soon as possible, but at least ten (10) 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.

INSURANCES

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.

A. Eligibility

Minimum Hours for Any Board Contribution: For purposes of support staff eligibility for dental insurance full-time equivalency is defined as 30 hours per week. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 30 hours per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

B. Commencement and Termination of Benefits.

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

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 100% of the single premium of the lowest cost dental insurance plan

2. Family Coverage:

For full-time employees who are eligible for and select family coverage, the District shall pay no more than 100% of the family premium of the lowest cost dental insurance plan.

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee is eligible to participate in the District's health insurance who works 30 hours per week. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 30 hours per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

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

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 88% of the single premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than 88% of the family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

LIABILITY INSURANCE

The School 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. Employees may inspect the District's liability insurance policy upon request.

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.

- A. Eligibility:
 - 1. **Minimum Hours for Any Board Contribution**: An employee whose individual letter of assignment has an assignment of at least 30 hours a week is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 30 hours per week are not eligible to participate in the District's long-term disability insurance plan. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment. The insurance benefits described in this Handbook and on the individual letter of assignment shall cease at the end of the month the resignation or termination becomes effective.
- C. Premium Contributions: The District shall pay for long-term disability insurance. The benefits will be equal to 90% of the employee's wages. Coverage shall begin after sixty consecutive calendar days of disability and continue until the employee is eligible to work or through age 65.

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.

SCHOOL DISTRICT NOTICE OF PRIVACY PRACTICES REQUIRED NOTIFICATION

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

THE DISTRICT'S LEGAL DUTIES

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

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

This Notice takes effect on July 1, 2013 and remains in effect until the District replaces it. You may request a copy of this Notice at any time or you may view it on the District's website www.suring.k12.wi.us. For more information about our privacy practices, or for additional copies of this Notice, please contact the District Administrator.

USES AND DISCLOSURES

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

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

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

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

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

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

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

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

Health Oversight Activities: With certain exceptions, the District may disclose your protected health information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of specified programs.

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

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

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

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

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

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

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

National Security: The District may use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission, if the appropriate military authority has published by notice the appropriate information. The District may also disclose, to authorized federal officials, health information required for lawful intelligence, counterintelligence, and other national security activities. The District may disclose to a correctional institution or law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual upon a showing of necessity.