



EMPLOYEE HANDBOOK

Approved June 5, 2024

#BeCougarProud

The Clinton Community School District does not discriminate on the basis of race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex, including transgender status, change of sex or gender identity, English language proficiency, age (except as authorized by law), military status, or physical, mental, emotional, or learning disability in any of its student program or activities. The Board also does not discriminate on the basis of Protected Classes in its employment policies and practices as they relate to students, and does not tolerate harassment of any kind. Equal educational opportunities shall be available to all students, without regard to their membership in the Protected Classes, race, color, national origin, sex, disability, age (unless age is a factor necessary to the normal operation or the achievement of any legitimate objective of the program/activity), place of residence within the boundaries of the District, or social economic background, to learn through the curriculum offered in this District.

Inquiries related to Federal and State laws and regulations, including Title II of the American with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination Act of 1975 should be directed to the District's Non-discrimination Officer at 608-676-5482 or 112 Milwaukee Road, Clinton, WI 53525.

MISSION STATEMENT

Clinton Community School District is committed to providing a safe and inclusive environment in which we connect, engage, empower, and prepare all learners to make a positive impact.

Board approved 3.6.19



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Note: All School Board policies specific to Professional Staff may be found in the 3000 section. All Board policies specific to Classified Staff may be found in the 4000 section. School Board policy is on the school district website under Board of Education information. The District website is www.clinton.k12.wi.us.

PART I: PROVISIONS APPLICABLE TO ALL STAFF

SECTION 1: PREAMBLE AND DEFINITIONS

1.01 About this *Handbook*

- A. **Employees Covered:** This *Handbook* is provided as a reference document for the District’s Employees. This Handbook is a summary of the employment policies, procedures, rules and regulations of the Board of Education for the Clinton Community School District; however, this Handbook should not be considered all inclusive. It has been prepared to acquaint employees with the policies, procedures, rules and regulations and to provide for the orderly and efficient operation of the District. Employees are also responsible for adhering to the Clinton Community School District Board Policies and all applicable federal and state laws and regulations.
- B. **Disclaimer:** The Clinton Community School District is committed to working and communicating as a team to provide a safe and positive environment for all students. By providing a quality education that promotes optimal academic and emotional growth, we empower individuals to become caring, competent, responsible citizens, enabling them to succeed in an ever-changing world. This Handbook has been prepared to acquaint all staff with The Clinton Community School District’s policies, procedures, rules and regulations. Please read and become familiar with this information and follow the District’s policies, procedures, rules, and regulations. Most of your questions should be answered in this Handbook. However, if you have any questions regarding the Handbook, or matters which are not covered, please direct them to your supervisor, the Business Manager or the District Administrator. For any questions regarding benefits, please contact the District’s Business Manager or their designee. None of the statements, policies, procedures, rules or regulations contained herein constitute a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, expressed or implied. Nothing in this document is intended to create an employment contract. **All of the District’s employees are employed “at will,” and employment is not for any definite period, unless otherwise set forth in writing by contract or statute.** Employment may be terminated at any time for any reason, with or without cause and with or without notice, at the option of the District or the employee. The Clinton Community School District Board of Education reserves the right to add, delete, revoke, suspend, terminate or otherwise modify any or all of the below policies and procedures of employment in whole or in part, at any time with or without notice for the good of the Clinton Community School District.

This Handbook supersedes all previous handbooks.

1.02 Definitions of Employees

- A. Administrative Employees.** Administrative Employees are defined as persons who are required to have a contract under Wis. Stat. § 118.24 and other supervisory administrative personnel designated by the District.
- B. Teacher Employees.** Full time teachers are employees hired under a contract under Wis. Stat. § 118.22.
- C. Regular Employees:** Regular Employees are defined as employees who hold *Board-approved appointments, 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, school-year employee:** Regularly scheduled to work thirty-seven and one-half (37.5) or more hours per week during the school year.
 2. **Regular, part-time, school-year employee:** Regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week during the school year.
 3. **Regular, full-time, 12-month employee:** Regularly scheduled to work thirty-seven and one-half (37.5) to forty (40) hours per week for fifty-two (52) weeks per year.
 4. **Regular, part-time, 12-month employee:** Regularly scheduled to work less than thirty-seven and one half (37.5) hours per week for fifty-two (52) weeks per year.
 5. **Exclusions:** A regular full-time or regular part-time employee does not include substitute, limited-term employees, or seasonal/summer school employees as defined below.
- D. Substitute Employees:** Substitute Employees are persons hired to replace a regular employee during the regular employee's leave of absence.
- E. Limited-Term Employees:** Limited-Term (Temporary) Employees are persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.
- F. Seasonal/Summer School Employees:** Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.
- The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine length of service or wage/salary levels.

SECTION 2: EMPLOYMENT LAW

2.01 Equal Opportunity

The Board of Education does not discriminate in the employment of staff on the basis of the Protected Classes of race, color, national origin, age, sex (including transgender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters, or any other characteristic protected by law in its employment practices.

This policy shall apply to hiring, placement, assignment, seniority, transfer, promotion, lay-off, recall or termination. Similarly, all salaries, wages, benefit programs and personnel policies shall be administered in conformity with this policy.

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

2.02 Equal Opportunity Complaints

Any employee who believes he/she has been discriminated against in violation of this policy may file a complaint. Responsibility for overseeing the District's equal employment opportunity and affirmative action programs and investigating discrimination complaints is assigned to the District Administrator.

2.03 Reasonable Accommodation

It is the District's policy to comply with applicable laws providing for nondiscrimination in employment against individuals with disabilities. An employee who believes he/she has a disability and may require an accommodation must contact the District Administrator.

2.04 Accommodation for Lactating Employees

As part of our family-friendly policies and benefits, Clinton Community School District supports breastfeeding employees by accommodating an employee who needs to express breast milk during the workday.

For up to one year after the child's birth, any employee who is breastfeeding will be provided reasonable break times to express breast milk. Employees will be accommodated with a private area as necessary.

A small refrigerator reserved for the specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering.

Breaks of more than 30 minutes in length will be unpaid, and recorded on timesheets.

2.05 Fair Labor Standards Act

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA].

FLSA Safe Harbor Policy. This policy sets forth the District's commitment to ensure that deductions are not improperly made from the salary of employees who are exempt from overtime under the Fair Labor Standards Act (FLSA). Under the FLSA, full day deductions are permitted, for example, for personal time off or disciplinary suspensions. Full or partial day deductions may be made for FMLA leave.

The District will properly investigate any improper payroll deductions or other payroll practices that do not comply with the FLSA. If an employee believes there is an improper payroll practice, or there has been an improper deduction from an exempt employee's salary, the employee should report it to Human Resources, which will promptly investigate the matter. The employee will promptly be reimbursed for any improper deduction and no similar deductions will be taken from the complaining employee or any other exempt employee's pay. There will be no retaliation against any employee for reporting his or her concerns with respect to this policy.

2.06 Family and Medical Leave Act/Wisconsin Family and Medical Leave Act

Refer to Board policies #1630.01/3430.01/4430.01

Family and Medical Leave Policy

The District complies with all applicable laws concerning family and medical leave (FMLA). Employees may be eligible for leave under both the federal and state family and medical leave laws. There are different eligibility provisions for these laws, different rights under the laws, and different procedural requirements for employees to follow. The purpose of this policy is to briefly describe some of the rights and responsibilities of employees under these laws. However, this policy does not, nor is it intended to, spell out every right and responsibility under the two laws. If an employee has any questions or desires additional information, the employee should contact the Business Manager. When both laws apply, the leaves under state and federal law will run concurrently and the provisions more beneficial to the employee will apply. Medical leaves that qualify

under the FMLA will also run concurrently with leaves under short and long term disability policies, worker's compensation, and other laws, as applicable and as allowed by law.

To qualify for federal FMLA leave, employees must be employed by the District for a total of at least twelve (12) months and have actually worked at least 1,250 hours in the preceding 12-month period. To qualify for Wisconsin FMLA, employees must have been employed for more than 52 consecutive weeks and have worked or been paid at least 1,000 hours in the preceding 52 weeks.

Employees on FMLA leave may not engage in any other employment that is inconsistent with the reason for the employee's FMLA leave.

The District will not use the taking of FMLA leave in compliance with the law as a basis for any adverse employment decision. Employees should direct any questions regarding FMLA leave to the Business Manager.

General Leave Rights

Federal FMLA. Under the federal FMLA, eligible employees are allowed up to 12 workweeks of unpaid leave per 12-month period for the following reasons (see also Military Family Leave below):

- The employee's own serious health condition that makes the employee unable to perform the functions of his or her position
- To care for the employee's spouse, child or parent with a serious health condition
- For the birth of the employee's child, or placement of a child for adoption or foster care with the employee
- For incapacity due to pregnancy, prenatal medical care or child birth

Wisconsin FMLA. The Wisconsin FMLA permits eligible employees to take unpaid leave for the following reasons:

- 2 weeks for the employee's own serious health condition
- 2 weeks to care for the employee's spouse, child, domestic partner, parent, parent-in-law, or parent of a domestic partner with a serious health condition
- 6 weeks to care for the employee's child after birth or adoption

Under the FMLA, if the staff member satisfies the eligibility requirements set forth above, s/he is entitled to a total of twelve (12) work weeks of leave in a calendar twelve (12) month period for any of the reasons stated above, with the exception of leave to care for an injured service member. Under federal FMLA, leave for birth, adoption or foster care placement must be concluded within 12 months of the birth or placement for adoption or foster care. If both parents work for the District, the employees will each get a 12 week leave for the birth or placement of a child.

The Wisconsin FMLA entitlement will run on a calendar year basis. Any leave for the birth or adoption of a child taken under Wisconsin FMLA must start within 16 weeks of the birth or adoption of the child.

Military Family Leave. The federal FMLA provides for military family leave. Several provisions of this FMLA policy (including employee notice provisions and certification requirements) apply to military family leave as well.

There are two types of military family leave:

Qualifying Exigency Leave. Eligible employees with a spouse, son, daughter or parent on covered active duty or called to covered active duty status may use their 12-week FMLA entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare or parental care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. The 12 weeks of leave afforded for a qualifying exigency is not in addition to the general 12 weeks afforded under the federal FMLA. An employee is entitled to no more than 12 total weeks of leave for any combination of personal, family or qualifying exigency military FMLA.

Service Member Care Leave. Eligible employees may also take up to 26 weeks of leave during a single 12-month period to care for an ill or injured service member who is the employee's spouse, parent, child, or "next of kin" who is a covered service member. A covered service member is a current member of the Armed Forces (including National Guard or Reserves) or a covered veteran who is undergoing medical treatment, recuperation, or therapy (or, for current members, is otherwise in outpatient status or on the temporary disability retired list) for a serious injury or illness. In the case of a current member, a "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty in the Armed forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty and that may render the service member medically unfit to perform his or her duties. In the case of a covered veteran, a "serious injury or illness" is the same as for a current member except that it must also meet any one of the following requirements: it must be (1) an injury that forms the basis for the veteran's enrollment in the VA's program of Comprehensive Assistance for Family Caregivers, (2) a physical or mental condition that substantially impairs the veteran's ability to work because of disability or disabilities related to military service, or would do so absent treatment, (3) a physical or mental condition for which the veteran has received a VASRD of 50 percent or greater, and the need for military caregiver leave is related to that condition; or (4) a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating. The 26 weeks of leave afforded for service member care is not in addition to the general 12 weeks afforded under the federal FMLA.

Married Employees. Married employees who both work for the District are limited to no more than an aggregate of 26 weeks of leave between them for military family leave.

School Year Employees. If a school year employee is on leave at the end of one school year and the beginning of another, the leave will be considered consecutive, not intermittent, and the employee will be provided with any benefits over the summer vacation that he/she would normally receive if the employee had been working at the end of the school year. Summer vacation is not counted against a school year employee's FMLA leave entitlement.

Definitions of "Child" and "Parent"

Under both state and federal FMLA laws, "child" means a biological, adopted or foster child, step child, or legal ward. Under federal FMLA law, "child" also includes a child for whom the employee provides day to day care and financial support. Under both state and federal FMLA laws, a "child" must either be under age 18, or be 18 years or older and unable to care for him/herself because of a mental or physical disability (federal FMLA) or serious health condition (Wisconsin FMLA). Under both state and federal laws, "parent" means biological parent, foster parent, adoptive parent, or step parent. Under federal FMLA law, "parent" includes an individual who was responsible for the day-to-day care and financial support of the employee when the employee was a child, but does not include parents of an employee's spouse or domestic partner. Under state FMLA law, "parent" includes parents of an employee's spouse or domestic partner.

Serious Health Condition

A serious health condition is an injury, illness, impairment or physical or mental condition that involves:

- Inpatient care in a medical care facility; or
- Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents a qualified family member from participating in school or other daily activities. Continuing treatment by a health care provider includes:
 - (1) A period of incapacity of more than three (3) consecutive full calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen or continuing treatment under the supervision of a health care provider (time limits apply to health care provider visits) (Under the Wisconsin FMLA, the requirement for more than three (3) consecutive calendar days of incapacity does not apply.);
 - (2) Any period of incapacity due to pregnancy or prenatal care;
 - (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
 - (4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
 - (5) Any period of absence to receive multiple treatments by a health care provider or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

Notification and Certification

Whenever possible, employees must give at least 30 days' written notice of the need for FMLA leave. When 30 days' notice is not possible, employees are expected to give as much written notice as is practical. Please see the Business Manager for FMLA request forms. Normal call-in procedures must also be followed for all FMLA absences. If an employee does not expressly request family or medical leave, but requests leave for a reason that might qualify as family or medical leave, the District may provide the employee with a leave request form to fill out and return to the Business Manager as soon as possible in order to determine whether the leave requested qualifies as FMLA leave. The District may temporarily designate the leave as FMLA leave.

When requesting FMLA, employees must give sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The District may require an employee who is requesting FMLA leave to provide medical certification for the leave. Employees will have 15 days in which to provide the completed certification, except in extenuating circumstances. If an employee fails to provide adequate certification in a timely manner, the employee's leave request or continuation of leave may be delayed or denied altogether. The District may directly contact the employee's health care provider for authentication or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The District may also require clarification of an incomplete or insufficient certification. Before the District makes direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification as required by law.

The District may require a second medical opinion at its expense regarding a serious health condition from a health care provider of its choice. If the first two opinions differ, the District may obtain a third opinion at its expense from a mutually agreed upon health care provider. The third opinion shall be binding on the parties. The District may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. Recertification and periodic reports regarding the employee's status and intent to return to work may also be required as allowed by law.

The District will inform employees who have requested leave whether they are eligible for leave, specify any additional information needed, and inform the employee of his/her rights and responsibilities. If the employee is not eligible for leave, the District will provide a reason for the ineligibility. The District will also inform eligible employees whether requested leave will or will not be designated as FMLA leave and the amount of leave that will be counted against the employee's leave entitlement.

Recertification: The District may request recertification for the serious health condition of the employee or the employee's family member as allowed by law. In seeking recertification, the District may provide the employee's health care provider with the employee's attendance records and to confirm whether the employee's absences are consistent with the employee's serious health condition.

Intermittent Leave

An employee may take any leave covered by Wisconsin FMLA as intermittent leave, provided the employee provides notice as required by the law. The last increment of intermittent leave for the birth or adoption of a child under Wisconsin FMLA must begin within 16 weeks after the birth or placement for adoption of the child.

For leaves covered only by federal FMLA, an employee may take "intermittent" or "reduced schedule" leave, if medically necessary, for the employee's own serious health condition, to care for a spouse, parent, son, or daughter with a serious health condition, and to care for a covered service member with a serious injury or illness. Employees must make reasonable efforts to schedule leave for planned medical treatment so as to not unduly disrupt the District's operations. To the extent an employee has control, medical appointments and treatments related to a serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work. For medically necessary intermittent or reduced schedule leave that is foreseeable based on planned medical treatment for the employee, a family member, or a covered service member, the District may temporarily transfer an employee taking such leave to a position with equivalent pay and benefits if the new position better accommodates the leave. Military leave due to qualifying exigencies may also be taken on an intermittent basis. Employees may not take intermittent FMLA leave for the birth, adoption or foster placement of a child during the federal-only portion of their FMLA leave.

In addition, special rules apply to intermittent leave for "instructional" employees under the federal FMLA. The special rules apply to intermittent or reduced schedule leave, or leave near the end of a semester. "Instructional employees" are employees whose principal function is to teach students in a class, small group, or individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include assistants or aides who do not actually teach nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists, or non-instructional support staff. The special rules for "instructional" employees include:

- If an eligible employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or because of the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee will be on leave for more than 20 percent of the total number of working days over the period the leave would extend, in order to minimize the disruption to the educational process, the District may require the employee to choose either to:

- take leave for a particular duration, not longer than the duration of the planned treatment. If the employee chooses this option, the entire amount of leave will be counted against his/her FMLA leave entitlement; or
- transfer temporarily to an available alternative position, for which he/she is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave.
- If the employee does not give required notice of foreseeable leave to be taken intermittently or reduced leave schedule, the District may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position, or delay the taking of leave until the employee has given the necessary notice.
- If the employee begins a leave more than five weeks before the end of a semester, less than five weeks before the end of a semester, and less than three weeks before the end of a semester, special rules apply:
 - If the employee begins leave more than five weeks before the end of a semester, the leave will last at least three weeks, and the employee would return to work during the three-week period before the end of the semester, the District may require the employee to continue taking leave until the end of the semester.
 - If the employee begins leave during the five-week period before the end of a semester because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member, the District may require the employee to continue taking leave until the end of the semester if the leave will last more than two weeks, and the employee would return to work during the two-week period before the end of the semester.
 - If the employee begins leave during the three-week period before the end of a semester because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member, the District may require the employee to continue taking leave until the end of the semester if the leave will last more than five working days.
 - If the District requires the employee to continue taking leave to the end of the semester, only the period of leave until the employee is ready and able to return to work will be charged against the employee's FMLA leave entitlement. However, the District will maintain the employee's group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.

Substituting Paid Time Off

Use of Paid Leave: FMLA leave is unpaid leave. However, employees have the right or employers may require in certain cases, that the employee use accrued paid leave during FMLA leave. During any portion of leave covered by the WFMLA, the employee may elect to or not to use paid leave. When paid benefits are substituted for the otherwise unpaid time, the employee is using the benefits concurrently with FMLA leave, and those benefits will not be available to the employee later. When paid benefits are substituted,

the employee may be required to satisfy any procedural requirements of the District's paid leave policy (for example, advance notice to use paid leave, use of paid leave in established increments, etc.). If an employee does not meet qualifications to use paid leave, that will not affect the employee's ability to use FMLA leave if the leave qualifies as FMLA leave.

During any portion of leave that is covered by the federal FMLA only, the District may restrict the use of paid time as allowed by law.

In cases where substitution of a paid benefit is not possible, the employee will generally receive reduced compensation consistent with the number of hours the person actually works.

Benefits During Leave

An employee's coverage under group health plans (i.e., group health and dental coverage) will be maintained during the period of an FMLA leave as required by the Wisconsin and federal FMLA laws and in accordance with the applicable terms of the plans.

Employees who normally pay a portion of the premium for insurance coverage must continue to do so during the period of FMLA leave. If paid leave is substituted for unpaid leave, the employee's portion of the premium will be deducted from the employee's paycheck. For those employees on unpaid leave, payment arrangements must be made prior to the start of the leave, or as soon as practicable. A 30-day grace period will apply to premium payments. If payment is not made within the grace period, the employee's group health/dental insurance may be terminated retroactive to the date coverage was last paid for. The District will provide 15 days' notification prior to the employee's loss of coverage.

If the District maintains an employee's insurance during an FMLA leave, and the employee does not return from FMLA leave, under certain circumstances the District will have the right to recover the total cost of the insurance premiums paid during the employee's leave, as allowed by law.

Benefit Accrual: If an employee substitutes accrued paid leave for unpaid FMLA leave in order to remain fully compensated, the employee will continue to accrue paid time off at the rate at which the employee accrued such time prior to leave. If the leave is partially paid, the employee will accrue paid time off at a prorated rate. Once the employee stops receiving pay, the employee will no longer accrue paid time off during an FMLA leave. Use of FMLA cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave. Other benefit accruals may be suspended during the period of the leave and will resume upon return to active employment. An employee should check with the Business Manager regarding other benefit continuation provisions.

Worker's Compensation Absence: When an employee is absent due to a work-related illness or injury which meets the definition of a serious health condition, the absence will be counted against the employee's allotment of FMLA leave under federal law. In other

words, the employee is using federal FMLA leave concurrently with the worker's compensation absence.

Early Return From Leave: An employee who wishes to return to work earlier than originally anticipated should provide at least two days' notice of such request. A fitness for duty certification may be required.

Returning to Work at the End of Leave

Employees who return to work from FMLA leave within the timeframes protected by the FMLA laws will be returned to their former position or, if that position is no longer available, an equivalent position with equivalent pay, benefits and other employment terms. If an employee wishes to return to work before his/her leave is to end, and work is available, the employee must notify the Business Manager at least 2 days prior to the desired return date. If an employee took FMLA leave for his/her own serious health condition, a fitness for duty certification will be required before the employee may return to work. In such cases, an employee's return will be delayed until such a certification is received.

Failure to Return to Work at End of FMLA-Protected Leave

If an employee fails to return to work after the expiration of an FMLA-protected leave, the employee's rights under state and federal FMLA laws will no longer be in effect and the employee will be subject to immediate termination. If the employee's inability to return to work is due to the continuation, recurrence or onset of the employee's own serious health condition, or of the serious health condition of the employee's spouse, child or parent, the District will consider a request for a further unpaid leave. However, the employee must submit a written request for consideration of a further leave as soon as the employee realizes that he/she will not be able to return at the expiration of the FMLA-protected leave period. The District will consider each such request on a case by case basis. There is no guarantee that a further leave will be granted.

Failure to Meet Policy Requirements

If the employee fails to meet the requirements of this policy for family or medical leave, the request for leave will be denied until the requirements are met.

Extension of Leave

You may submit requests for additional unpaid extensions of leave to Human Resources. The District reserves the right to accept or deny these requests as well as the right to request a doctor's certificate prior to granting any extension.

“Key Employees”

Certain “key employees” as defined by law may not be eligible for reinstatement to their jobs or equivalent positions following a leave if reinstatement would cause the District hardship.

2.07 Bone Marrow or Organ Donor Leave Policy

Employees who have worked for the District for more than 52 consecutive weeks and worked at least 1,000 hours during the preceding 52 weeks are eligible for leave to be a bone marrow or organ donor. The employee may take up to six weeks of leave in a 12-month period for the purpose of serving as a bone marrow or organ donor if the employee provides the District with written certification that: (1) the donee has a serious health condition that necessitates a bone marrow or organ transplant; (2) the employee is eligible and has agreed to be a bone marrow or organ donor for the donee; and (3) the amount of time expected to be necessary for the employee to recover from the donation procedure.

The employee must give notice of the need for leave in a reasonable and practicable manner and must schedule the donation procedure so that it does not unduly disrupt the District's operations, subject to the donee's health care provider's approval.

Leave under this policy is unpaid, but employees may substitute paid or unpaid time of any other type provided by the District. Employee benefits, including group health insurance coverage, will be maintained as they would be in the event of a leave under the Wisconsin Family and Medical Leave Act. Taking leave under this policy will not entitle an employee to a right, employment benefit, or position to which the employee would not have been entitled had he/she not taken the leave, including accrual of seniority. Employees returning from a leave under this policy will be returned to their position, if vacant. If their position is no longer vacant, they will be returned to a position having equivalent compensation, benefits, working shift, hours of employment, and other terms and conditions of employment.

2.08 Discrimination and Harassment

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described above in section 2.01. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment.

All employees are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures. All reports regarding employee

discrimination or harassment 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 discrimination or harassment. Actions that result in discrimination on a basis not related to an employee's job performance or those that are determined to be harassment shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of potential discrimination or alleged harassment to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of potential discrimination or alleged harassment, as described above, may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to discrimination or harassment 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 Board policies 1662, 3122 and 4122 for additional information.

2.09 Military Leave

An employee who is a member of a United States Military Reserve and who may be called upon for reserve training shall be paid his or her regular weekly (40 hours) earnings. The amount of pay received by the employee will be offset by any military pay received.

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

2.10 Personnel Record Maintenance and Access

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

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

1. Address;
2. Marital status or name change;
3. Party to be notified in case of emergency;
4. Phone number;
5. E-mail address
6. Dependent(s).

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

information.

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

Access to Personnel File

If an employee desires to review their personnel records, contact the District Administrator for an appointment. Consistent with applicable law, the School District will allow employees to inspect their personnel records twice a year and within seven (7) working days after the employee makes the request for inspection. Only administrative, management, and supervisory personnel with a need to know may review another employee's personnel records.

SECTION 3: GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 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. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

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

3.02 Pre-Employment Requirements

Physical Examination and Tuberculin Skin Test: As a requirement for employment, employees shall furnish evidence of a physical examination on a District-provided reporting form within 30 calendar days of the first day of work. The physical examination must include a screening questionnaire for tuberculosis. A test to determine the presence or absence of tuberculosis in a communicable form is required only if the need for such a test is indicated by the response to the screening questionnaire. Examinations and tests performed at an approved clinic will be paid for by the District. Examinations and tests performed at any other site or after the initial 30 days of employment will be the financial responsibility of the employee. Refer to Board policy #3160.

Para-Professionals/Aides: As a requirement for employment as a special education aide, such aides must be DPI licensed and in some cases a fingerprinting process is required by the State. CCSD requires all aides to have this certification in the event an aide is asked to work in a special education position. In an effort to attract employment to this area, these expenses will be reimbursed by the District if the hired staff member requests such reimbursement by submitting proof/receipt of expenses.

3.03 Attendance

Regular attendance is required of every District employee. It is the employee's responsibility to be ready to begin his or her professional duties on time each day and to return on time from scheduled breaks and lunch breaks. Although there are justifiable reasons to be absent from work, employment assumes the availability for work and excessive absenteeism may lead to progressive discipline, including discharge.

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. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator.

Tardiness: Tardiness, unless due to emergency conditions communicated to and excused by the supervisor or another appropriate administrator, is not permitted. Excessive tardiness may result in progressive disciplinary action, including dismissal.

A. Support Staff. Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee's scheduled day must be for appropriate reasons and accounted for following district procedures. 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. All attempts should be made to make appointments outside of regularly assigned hours.

B. Teachers. Whenever possible, absences are to be pre-arranged at least two weeks ahead of the date of absence. Planned absences should be reported first in Skyward's Employee Access. All attempts should be made to make appointments outside of regularly assigned hours.

Professional Responsibilities and Work Day: Education and teaching is a professional occupation. The professional staff is expected to be with students for their supervision and instruction and to be present at those times needed to carry out their professional responsibilities. The schedule of each building will be developed by the District and published. Educational and other professional requirements may make it necessary for occasional changes in normal starting and ending times. Alternate work schedules to better serve the needs of students may be developed between the District and individual staff members.

Teachers will be expected to fulfill professional obligations/responsibilities. Teachers may need to schedule hours outside the 8-hour work day to meet the job requirements of concerts, PST/IEP meetings, home visits, evening meetings, conferences, and other obligations of your professional responsibility. The individual school hours will be set annually by the school administration.

Inclement Weather/Emergency Closings: The District Administrator shall make the decision regarding emergency closing in accordance with the Plan for Emergency Preparedness as established in accordance with *Policy 8420 - Emergency Preparedness*. Staff may be required to work on inclement weather/emergency closing days as designated by the Direct Supervisor. If required to work, flex time will need to occur within the pay period. If not required to work, and staff choose to work on an inclement weather/emergency day (including delays or early releases), staff will not be paid twice,

and no flex time will accrue.

On virtual days, all educational related staff are expected to work remotely: including but not limited to administration, teachers, aides, building and program administrative assistants, IT staff. All other staff follow the direction of their supervisor.

For Support Staff: The following table serves as a general guide, subject to the needs of the District during inclement weather.

	Report to Work Expectations for Support Staff	Pay Determination
Inclement Weather Day; no school	Only report if requested by supervisor	District paid time off
District Administrator Declares State of Emergency	Only report if requested by supervisor	District paid time off
National or Statewide Emergency Closure Lasting More than One Day	Work expectation will be communicated by supervisor	Pay will be determined by the type and length of the closure and will be communicated by the District Office

3.04 Accident/Incident Reports

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted to the building administrator/supervisor within twenty-four (24) hours or the next scheduled District workday, as appropriate. This policy applies to employee accidents as well as student accidents. Refer to Board policy #8442.

An employee who is required to lose time from work due to an injury or illness that is covered by the Wisconsin workers' compensation law, may supplement the amount of compensation the employee receives under worker's compensation by a pro rata amount from their available paid time off (sick, vacation, and/or personal). The supplementary pay from available paid time off plus the amount of worker's compensation shall not exceed the current normal earnings of the employee.

3.05 Child Abuse Reporting

Any school district employee having reasonable cause to suspect that a child seen in the course of Professional/employment duties have been abused or neglected shall be responsible for reporting immediately every case to the appropriate county agency. This same duty applies if they have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur. In addition, the staff member is required to make a report to their building principal or pupil services director following established procedures. Refer to Board policy #8462.

3.06 Political Activity

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

No school employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

No school employee shall use in any way the classrooms, buildings, school equipment, technology or materials, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. The employee has a responsibility to show objectivity and neutrality in order that various sides of an issue are presented in a balanced manner. While it is recognized that an employee has a right to maintain and express a particular point of view, the employee has an obligation to inform students that the position is a personal opinion and to present in a fair manner the alternate views of the issue.

3.07 Code of Conduct

A physically and emotionally safe environment is essential for student learning to occur and employees to be productive. Mutual respect and understanding are the foundations of a safe and effective learning environment. To ensure orderly operations, good relationships and a positive image the Board of Education expects employees to conduct themselves in keeping with the following parameters:

- Develop positive, professional relationships with students, staff and parents
- Maintain regular, effective communications with students, staff and parents
- Uphold the dignity and decorum of the position
- Maintain the confidentiality of information as prescribed by state and federal law
- Avoid conflict of interest situations as defined by state statute and refrain from accepting any gift, fee, free services or anything of value for or because of any act performed or withheld in the performance of duties
- Use school property only for official and authorized activities
- When acting as an official representative of the District in the presentation of papers, talks or demonstrations, refrain from soliciting or accepting fees, honoraria or reimbursement of expenses for personal gain when services are performed on compensated school time
- Uphold state and federal laws and Board of Education policies applicable to the

performance of responsibilities

3.08 Confidentiality

All student records are to be treated as confidential information, unless otherwise directed by this policy and/or applicable law. The Principal, or designee, has primary responsibility for maintaining the confidentiality of all student records kept in the School.

Employees shall use confidential information appropriately and with respect for the rights of individuals. Privileged information shall not be used for personal gain or to the detriment of the District. Discussion of students, their status, progress or personal lives outside of sanctioned forums such as IEP meetings, parent conferences or Professional Learning Communities in any manner in which the student's identity may be or become known is strictly forbidden.

Violation of this policy will result in progressive discipline, up to and including termination.

3.09 Outside Employment

Employees may hold outside jobs that do not create a conflict of interest for the employee, as long as the employee meets the performance standards of their job description with the District. Unless an alternative work schedule has been approved by the District, employees will be subject to the District's scheduling demands, regardless of any existing outside work assignments.

3.10 Identification Badges

The District will provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, coworkers, vendors and the public to know who employees are. They are an important part of providing a secure environment for our students. Employees are expected to wear their employee identification badges in a visible spot during their contracted work time and when representing the District at any school events on or off the campus.

3.11 Copyright

All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law and Board Policy #2531. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright should be directed prior to reproduction to the District Administrator.

3.12 Electronic Communications/Technology

The Board of Education recognizes its staff members' right to privacy in their personal lives. Refer to Board policy #7540 with respect to workplace technologies and their appropriate uses. Staff members may not expect a privacy right when using District

resources, including all communication tools and technologies, media and means of transmission. Violation of the acceptable use policy will result in disciplinary action up to and including termination.

3.13 Use of Social Media

Employee Use of Social Networking Sites

The District understands that technology is constantly changing and encourages employees to use technology to assist with student learning.

Educational networking sites contain many features of typical social networking sites. They are designed and intended to be used as a virtual educational communication tool between teachers and their students with respect to course content, lessons, activities and procedures, and may include assessment and discussion. Educators are encouraged to use educational networking sites rather than unrestricted social networking sites in mediated exchanges with students.

Employees may use social networking sites for educational purposes under the following guidelines:

- The appropriate administrator (principal or athletics/activities director) must approve all social network sites and groups prior to use by the employee with students.
- The building administrator must be a part of the social network site and group between any employee and student.
- Employees are strongly encouraged to document and retain all electronic communication between themselves and students.

Personal Use of Social Networking Sites – Guidelines

The District respects the rights of employees to use social networking sites as a medium of self-expression during non-work time. Employees are permitted to use the social networking sites for incidental personal use and/or communications during work time provided that such use shall not interfere with or conflict with District business and such use does not occur during student contact time. Employees shall exercise good judgment regarding the reasonableness of personal use.

The District may monitor and regulate employee postings/activities under any or all of the following:

- The employee chooses to identify him/herself as an employee of the District.
- The activity occurs through use of any District technology.
- The activity affects the employee's job performance or the performance of other district employees.
- The activity involves or relates to District students.

The District may monitor employee use of social networking sites, especially when such sites are accessed through District-provided technology resources. Employees should be aware that posting on websites, including social networking sites, should not be presumed to be private. Accordingly, employees may be subject to discipline for violating any of the above-referenced conditions.

3.14 Personal Property

Employees may bring personal property, including personal communication devices, to school either for reasons associated with professional responsibilities or for use during off-duty times. The owner of the personal property bears all responsibility and assumes all risk for loss, damage, or misuse of said personal property while it is on Board of Education property. Refer to Board policies #3281 and #4281.

3.15 Dress Code

All employees of the District represent the District and are expected to set an example in their dress and grooming. Therefore, all staff is expected at all times during scheduled working hours to wear attire that defines a professional atmosphere to students, parents and the public. Dress or attire that the District believes adversely affects the education atmosphere as unsafe, disruptive or inappropriate is not allowed. All employees are District representatives at co-curricular activities, professional conferences and meetings and should appear as such.

3.16 Smoking and Tobacco Not Permitted

The School District does not permit smoking or use of tobacco products, vapor or e-cigarettes in any of the District facilities, or on District property at any time. Violation of this policy will result in discipline, up to and including, termination.

3.17 Alcohol and Other Drugs

The District recognizes substance abuse as a potential health, safety and security problem, and it is the District's intent and obligation to provide a substance-free, healthful, safe and secure work environment. Therefore, the use, sale, purchase, manufacture, distribution, dispensation, possession or presence in one's system a controlled substance not prescribed to the individual under the care of a licensed physician on District premises or while conducting District business off premises (e.g., overnight trips, chaperoning or supervising students, athletic events) is absolutely prohibited by the District. Similarly, possession, use, or being under the influence of alcohol on school premises, during work hours, and/or at school-related activities is strictly prohibited. The policy will be applied in a manner which is consistent with the District's obligations under state and federal disability laws.

All employees are advised that remaining drug and alcohol free is a condition of continued employment with the District. Any employee who fails to remain alcohol and drug free may be terminated. The District may require an employee to undergo a drug and/or alcohol test when the District has a reasonable suspicion that the employee is in violation of this rule. The employee will be referred to a certified testing laboratory for completion of the test.

Employees must, as a condition of employment, abide by terms of this policy. In addition, an employee must notify the District of any criminal drug statute conviction for a violation occurring on District premises or while conducting District business off premises. Anyone violating this policy may be terminated.

3.18 Discipline

Discipline may result when an employee's actions fall short of generally accepted standards of professional behavior or violates a policy or rule; when an employee's performance is not acceptable; or the employee's conduct is detrimental to the interests of the School District. Typically, disciplinary action will provide due process and may involve any of four steps: verbal reprimand, written reprimand, suspension with or without pay, and termination of employment. Specific disciplinary actions will depend on the behavior, frequency of occurrences, and/or severity of an occurrence. Some serious employee behaviors may lead to suspension or termination without following progressive discipline steps. The District reserves the right to impose disciplinary action as may be appropriate in particular circumstances.

Due process shall include the employee's right to be heard by the supervisor to present her/his side of the issue before discipline is imposed and the right to appeal any discipline beyond a verbal warning to the District Administrator. In cases in which a teacher termination is initiated, the teacher shall have the right to a closed session hearing before the Board of Education. The teacher may request that the hearing be conducted in open session.

3.19 Workplace Safety

The District will provide to its employees necessary safety equipment to properly perform all work tasks. Please contact your immediate supervisor to obtain equipment you as an employee feel would better protect you during the course of your employment.

3.20 Workplace Violence Protection

The District is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the District has adopted the following guidelines to deal with intimidation, harassment, or other threats or (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the District.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s sex, sexual orientation, race, age, and any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. Employees are encouraged to contact local authorities, including the police, in emergency situations where an employee’s safety and well-being are threatened. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

The District will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The District encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or to the District Administrator before the situation escalates into potential violence. The District is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

3.21 Carrying a Concealed Weapon

The District understands that the safety of our students, staff and visitors is of the highest priority. Wisconsin has adopted a law which affects the manner in which persons may carry concealed weapons. Refer to Board policy #3217.

3.22 Nepotism

No member of an employee’s immediate family shall supervise another member of the same family. Immediate family members shall include spouses, parents, grandparents, children, siblings, stepparents, stepchildren, and in-laws.

3.23 Use of District Funds

The employee shall adhere to all internal controls that ensure the appropriate use of District funds.

The District prohibits fraud and financial impropriety in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District. Fraud and financial impropriety includes but is not 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 for personal gain 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.

Refer to Board policy #3440.

3.24 Grievance Procedure

Purpose

The purpose of this Grievance Procedure is to provide a way for employees of the School District of Clinton (employer) to resolve grievances concerning discipline, termination, or workplace safety.

This Grievance Procedure is intended to comply with Wis. Stat. § 66.0509(1m). This procedure does not create a contract of employment, and does not change an employee's employment status. Employment disputes that are covered by state or federal statutes and/or administrative enforcement mechanisms are not covered by this Procedure.

Definitions

“Grievance” means a written complaint related to the discipline or termination of an employee or to “workplace safety.”

“Days” means calendar days.

“Employee termination” shall be narrowly construed to mean a separation from employment by the employer for disciplinary or performance reasons. “Employee termination” does not include layoff, failure to be recalled from layoff, furlough or reduction in workforce, administrator or teacher nonrenewal for the purpose of the elimination of a position or a reduction in staff, job transfer, non-disciplinary demotion, reduction in or elimination of position, resignation, voluntary quit, abandonment, end of employment due to disability, retirement, or death, and end of employment and/or completion of assignment of limited term, temporary, seasonal, substitute, or part-time employees, including co-curricular contracts.

“Employee discipline” shall be narrowly construed to mean a suspension without pay, or a demotion or reduction in rank, pay, or other benefits, imposed by the employer for disciplinary reasons. “Employee discipline” does not include oral or written reprimands, performance evaluations, performance improvement plans, termination, non-renewal of teacher contracts under Wis. Stat. § 118.22, non-renewal of administrator contracts under Wis. Stat. § 118.24, layoff, failure to be recalled from layoff, furlough or reduction in workforce, administrative leave or suspension with pay, or any other employment action such as wage, benefit or salary adjustments, or change in assignment, which are taken for a non-disciplinary reason.

“Workplace safety” shall be narrowly construed to refer to (1) an existing condition that substantially endangers an employee’s health and safety; or (2) any workplace policy or procedure established by state or federal law or the Board to protect the safety and health of employees in the District which is alleged by an employee to have been violated and to have substantially adversely affected the employee’s safety at a District workplace.

Refer to Board policy #3340.

SECTION 4: HOURS AND COMPENSATION

4.01 New Employees

Compensation for new employees will be determined by administration.

4.02 Experience

July 1 will be the anniversary date for years of experience.

Employees whose first day on the job is between July 1 and December 31 are considered a current-year hire and will receive 1 year of experience on the following July 1.

Employees whose first day on the job is between January 1 and June 30 will not be considered a current-year hire and will not receive experience credit for the first 6 months.

4.03 Educational Improvement Policy

Any employee who is required to attend training programs by the District will be reimbursed for actual expenses including mileage (should a district vehicle not be available), registration, tuition, and book fees for participation in any such training program and shall be compensated at their regular hourly rate or stipend for time actually spent in such training programs.

Tuition Reimbursement

In the event the District should **require** a staff member to seek credentialing or licensure (s)he does not have, the District shall reimburse that staff member for all tuition and necessary, related travel costs.

Professional Development

Voluntary professional development for certified staff will be approved at the discretion of the Director of Academics and Innovation, with the limitations to include a maximum of \$1,000 reimbursement every three (3) years including substitutes, hotel, mileage (if district vehicle is not available), conference expenses, meals, etc. Out of area travel is discouraged due to costs.

4.04 Overtime

For hourly employees the District reserves the right to not assign work to an employee should it cause overtime. Overtime must be pre-approved by a supervisor and documented on their time sheet in Skyward's True Time.

In weeks containing a paid leave day and overtime, all leave hours will not be counted as "hours worked" to determine overtime pay for the week.

4.05 Lunch / Break Procedure

Breaks are essential to employee morale. Studies have shown that breaks lead to higher productivity, greater job satisfaction, a more balanced emotional health, and a stronger desire to go above and beyond.

CCSD requires each hourly employee working more than 6.5 hrs to take a 30 minute unpaid break. The unpaid break must be free from work and during this time they are free to leave the facility. This break cannot be less than 30 minutes.

Staff must punch out at the beginning of their break and punch back in at the end, using the 'Lunch' button. Should the occasion arise that staff are unable to take a 30 minute uninterrupted break, they must enter a note on the timecard of the reason why and get this approved by their supervisor. Whenever possible, receive approval before the missed break occurs.

The only exception is if you are leaving the property for an appointment or some other personal reason. In this case staff must punch out when they leave and punch in when they return. This period will be unpaid and can be less than 30 minutes, but they **MUST** enter a note stating that you left the district grounds during this time.

Supervisors are to reject those timecards with less than 30 min breaks that do not have notes and a prior approval.

SECTION 5: RECOGNIZED ABSENCES FROM WORK

5.01 Paid Time Off

Paid time off (PTO) is accrued at a monthly rate; however, administratively PTO is loaded in to Skyward, in full, at the beginning of a fiscal year with the assumption that staff fulfill their annual employment obligation.

Paid leave (sick, vacation, etc) though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those hours/days earned at the time employment is severed. Employees who have used more hours/days than they have earned at time of termination or resignation will have those hours/days removed from their remaining paycheck and will be billed if the amount of remaining pay does not cover the amount of overused hours/days.

5.02 Holidays

Hourly employees who need to determine holiday pay eligibility should contact the Business Office. Holiday pay, for hourly employees in a single position of .5 FTE or more, will be pro-rated dependent upon the employee's full-time equivalency. Employees will not be compensated for holiday time if the employee incurs an unapproved absence or unpaid time off the day prior or post the recognized holiday.

Time off leave the day before or after a holiday and spring break will be considered high priority days. No more than two (2) certified staff members per building are allowed requested time off before or after a holiday or break.

If any of the paid holidays fall on Saturday or Sunday, then Friday will be observed as the holiday. In the situation where December 24 and December 25 fall on a Saturday/Sunday combination and the preceding Friday is a workday, then the days off will be determined by the District Administrator or designee and will be considered the paid holidays, per supervisor approval.

Paid holidays for non-certified staff include:

Labor Day	December 24	New Year's Day
Thanksgiving Day	December 25	Spring Friday
Day After Thanksgiving	New Year's Eve	Memorial Day
Independence Day for 12 month employees only		

5.03 Vacations

Two (2) weeks, prorated to FTE, paid vacation will be granted to employees working on a twelve-month basis. The employee will earn prorated vacation time from the start date to the following June 30. Thereafter, July 1 will be considered the anniversary date.

Three (3) weeks paid vacation will be granted to employees working on a twelve month,

full-time basis after ten years of employment with the District. After twenty (20) years, twelve month, full-time employees will receive four (4) weeks paid vacation. All vacation schedules will be arranged with the appropriate supervisor. No vacation time will be approved within the first ninety (90) days of employment.

Vacation time must be used within the twelve-month period of time in which it is earned. There will be no pay for vacation time not used.

5.04 Leave Provisions

Sick and Bereavement Leave provisions apply to support staff that fit into one of the 4 definitions under the “Employee” section C. above, who work 20 or more hours, are entitled to a pro-rated amount of leaves based upon their FTE regularly worked. Upon hire, all paid leave days will be prorated to June 30, with a July 1st anniversary date thereafter.

Sick leave shall be eight (8) days per year, cumulative to one hundred (100) days, for teachers and eligible school year staff. Sick leave shall be ten days per year, cumulative to one hundred (100) days, for 12 month staff. Sick leave is to be used for personal illness or illness for family as defined under the Family Medical Leave Act (self, spouse, child, or parent). In any case in which an illness causes absence from work in excess of three working days, the employee will be required to provide certification from a health care provider of the illness. Absences of more than three consecutive work days may be counted as leave under the FMLA. Refer to Board policy #4432/#3432.

Unused sick days greater than the cumulative 100 allowed will be paid out annually in June at the rate of \$75 per day. Staff member must remain employed for the entire duration of the school year (school year staff) or the employment year (June 30 for 12 month staff) and payments for partial year employment will not occur.

All unused sick days will be paid out at \$75 per day upon resignation or retirement at the conclusion of a school year, if the staff member has served 7 years or longer with the district. Payments will be forfeited if the staff member leaves prior to the completion of their employment year.

Personal Leave Two (2) days are available to certified and support staff that fit into categories Section C. 1 & 3 definitions under the “Employee” section 1.02, that have Board approved assignments, and who have approval in advance from their direct supervisor. The leave may be taken in whole or half-day blocks for personal use. Personal days do not accrue and there will be no payout for personal time not used. Requests for such leave shall be submitted in Skyward and to the appropriate supervisor for approval at least three days before the staff member intends to be absent to care for personal business, or as soon as is reasonably possible in cases of unforeseen and unusual circumstances. Any approval of requested leave will be contingent upon coverage for essential tasks being completed in the employee's area. This applies to regularly-scheduled hours only. Absences in the first and last weeks of school are prohibited

without the District Administrator's approval. For all staff, personal days may not be used on a Professional Development day.

Bereavement Leave -Staff members are eligible for up to 5 days of bereavement leave in the event of a death of a spouse, parent (including parent-in-law), maternal or paternal grandparent, sibling, child or domestic partner. Staff members are eligible for up to 1 day of bereavement leave for other relatives not listed above. Such leave for other relatives will be capped at maximum 2 instances per year.

For all employee groups, a request for bereavement leave needs to be entered into Skyward for approval by the employee's direct supervisor and District Administrator. This request must include dates being requested and the relationship to the deceased in the "notes" section. The District Administrator shall have the right to extend the provisions above given extenuating circumstances asked for in writing and confirmed.

Unpaid Time Off: For all employee groups, a request for unpaid time off needs to be entered into Skyward for approval by the employee's direct supervisor and District Administrator. This request must include a reason in the "notes" section. If such leave is approved, the daily payroll deduction shall be determined by dividing the total compensation (wage(s)) for the year by number of employed days. All applicable paid personal and vacation leave must be exhausted before requesting unpaid days. Excessive use of unpaid time off may lead to discipline up to and including termination.

Jury Duty: When an employee is required to be present in court as a result of the service of a subpoena or jury duty call, that service shall not be charged against the person in any matter, except that pay received for jury services (not mileage) by an individual shall be turned over to the school district.

Perfect Attendance: The employee with perfect attendance in their primary position during the school year will receive \$500.00 for a 1.0 FTE, prorated for less than a 1.0 FTE. The only acceptable absences would be professional leave, jury duty, military leave, vacation leave (if applicable), or other leave assigned by administration. The use of any sick, personal or bereavement leave would disqualify the employee from perfect attendance. Hires must be employed for a minimum of one school year, or 12 months if full year, to earn the award.

The intent of the perfect attendance bonus is perfect attendance for the school calendar if a school year employee, and a full year if a 12 month employee. If an employee received the bonus prior to completion of the employment year and subsequently has days that would have disqualified the bonus, the bonus would be docked from an upcoming paycheck.

SECTION 6: BENEFITS

About benefits. The District intends that this Handbook, together with other written materials that have been prepared in conjunction with the various employee benefits discussed herein or elsewhere in the Handbook, constitute the means of notification to employees of the terms of such benefits. To the extent that the explanation contained in the Handbook differs from the terms of any applicable law, any insurance contract or other document prepared in connection with a particular plan or benefit, such insurance contract or other document shall govern. If you need copies of any of these documents, or have any questions concerning their terms, please contact the Business Manager.

The District reserves the right to modify, amend or terminate the benefits described herein at any time, provided that with respect to group health and life insurance (and any other benefits, to the extent required by law) any modification, amendment or termination that reduces or eliminates a benefit will only apply to claims for such a benefit which arise after the date of such modification, amendment, or termination.

For benefit calculations, the work day is defined as 8 hours per day for full-time teachers.

6.01 Insurances

Health Insurance

Eligibility/Qualification for Contribution toward Health Insurance Premiums:

In compliance with the Affordable Care Act the District will at a minimum contribute to a health insurance single plan for an hourly employee in a position which is regularly scheduled to work thirty (30) hours or more per week. Any ACA eligible staff member and their qualified dependent(s) are eligible to enroll in medical coverage. Certified staff receives coverage at a minimum of 20 weekly hours. To determine your premium contribution, contact Business Services.

For employees who qualify for District contribution toward the group health insurance premium, the Board will select the health provider and determine the employee contribution percentage share.

Cash Payment upon Waiver of District Paid Health Insurance

CCSD offers a Cash in Lieu benefit to certified staff/12 mo staff/and 230 day staff those employees who both waive health insurance coverage AND have group health insurance, from some other source that meets the definition of Minimum Essential Coverage, for both themselves and their dependent(s). Employees must further understand that by declining health insurance coverage, they may not have the opportunity to enroll themselves or their dependent(s) on the District's plan until the next open enrollment period or a special enrollment event (e.g., marriage, birth/adoption of a child, or a qualifying loss of other coverage). You are considered to have Minimum Essential Coverage if you have: An employer sponsored plan (including COBRA), Any health insurance plan sold on the Health Insurance Marketplace, Medicare Part A coverage and Medicare Advantage plans, Most Medicaid coverage, Children's Health Insurance

Program (CHIP), Certain plans administered by the Veterans Administration, or Peace Corps volunteer plans.

Dental Insurance

Qualification for Contribution toward Dental Insurance Premiums:

The District will contribute to a single or family dental insurance plan based on employee eligibility.

For employees who qualify for District contribution toward the group dental insurance premium, the Board will select the dental provider and determine the employee contribution percentage share.

Long -Term Disability Insurance

The District will make available a long-term disability insurance plan for an employee in a position which is regularly scheduled to work twenty (20 hours) or more per week. The District will provide 100% of the premium cost of the plan.

Wisconsin Retirement System Contribution (WRS)

Employees who are scheduled to work the required number of hours (1200 hours/year for Support Staff, 880 hours/year for certified staff) as stipulated by WRS (including the combining of positions) must be enrolled. Employees will contribute the “employee share” as required by WRS. The percentage of this contribution changes each January based on action by the WRS system.

Any employee who once becomes eligible for WRS will maintain WRS benefits per WRS guidance.

Life Insurance

The district offers all certified staff \$10,000 term life insurance that is 100% paid by the district.

Those employees who qualify for the WRS may also participate in the life insurance plan sponsored by WRS. The life insurance offered through WRS offers three levels: Basic, Supplemental, and Additional.

The District will pay an amount determined by the insurance carrier (presently set at 20%) towards the Basic level.

Employees must enroll in the Basic plan to be eligible to purchase Supplemental or Additional plans. Premiums for life insurance in addition to the Basic level are employee-funded. Additional supplemental and spouse/dependent is also available and must be paid entirely by the employee.

Employees must make election to participate in or deny the life insurance within thirty (30) days of becoming eligible.

6.02 Termination of Benefits

All paid holiday, insurance, and other benefits end upon termination of employment with the Clinton Community School District. There is not any payment for unused leave days upon termination of employment, except for sick leave as indicated in section 5.04.

Any payments owed to the District including but not limited to: outstanding food service fees, unreturned property, property damage fees, recoupment of tuition payments, benefits owed, etc. should be promptly paid but at a minimum will be deducted on an employee's final paycheck, annually or at end of employment.

PART II:

Provisions Applicable to Individuals with Contracts under § 118.22 and Other Exempt Employees.

7.01 School Calendars

The standard school calendar shall meet the number of State required regular hours of instruction, pursuant to Wisconsin Statutes sec. 121.02(1)(f), during which students attend and receive actual instruction.

7.02 Performance Standards

Teachers will be evaluated and assessed to determine if the teacher has the skills, abilities and talents to successfully teach at Clinton Community School District. All teachers are expected to continue to demonstrate these skills, abilities and talents throughout their careers.

In the event that a teacher shall be terminated or non-renewed based on performance, such action shall be taken only after the direct observation and evaluation of the teacher. Efforts will be made to offer guidance to correct identified teaching deficiencies.

7.03 Employment Termination and Nonrenewal of Employment

In the event of misconduct, the District reserves the right to discipline, and, if necessary, terminate a teacher in accordance with any applicable state statutes. The District may non-renew any applicable teacher's individual contract as provided for under Wis. Stat. § 118.22.

7.04 Non-Renewal for Economic Reasons

At times it may be necessary to reduce the number of staff employed by the District. In the event that the District, in its sole discretion, determines that it is necessary to reduce the number of staff, the following procedure will be utilized. The elimination of a position does not necessarily mean the teacher occupying the position will be dismissed. When a teacher is non-renewed for economic reasons, the decision will be based on a composite of the following criteria:

- Provides consideration for the exceptional teacher without exclusive emphasis on seniority;
- Effectiveness in teaching and in related professional responsibilities evidenced by teacher evaluation;
- Type, quantity, and quality of service made to the teaching profession, staff member performance as determined by the Clinton Community School District, contribution to the school community beyond classroom, and the school system;

- Adaptability to other assignments (academic and extracurricular) and multiple licenses;
- Evidence of professional growth as well as specialized or advanced training;
- Previous history of grade levels and subject areas taught.

Although length of service in the District will be considered when non-renewing employees, it will not be the sole deciding factor in any decision regarding who will be non-renewed. Employees who are non-renewed do not have any right to replace or “bump” another employee.

The District will provide the employee subject to non-renewal fifteen (15) days written notice.

An employee who is non-renewed will retain original date of hire for purposes of determining wages should the employee return to employment with the District for a period of one (1) year from the date of non-renewal; however, the time spent out of the district’s employment shall not be counted towards years of service in the District.

An employee who has been non-renewed for economic reasons by the District may apply for any open position for which he/she is qualified, but he/she does not have any right to be recalled to a position.

7.05 Pay and Compensation for Certified Staff

The Pay and Compensation plan for teachers is established by the Board of Education.

Certified staff and other exempt employees are expected to attend school events and complete duties relating to their direct areas of responsibilities including but not limited to examples such as parent-teacher conferences, IEP meetings, etc. within the scope of their contractual, professional pay.

An hourly curriculum rate of pay is established for pre-approved developing curriculum pay in the summer or for other pre-approved extended duties as assigned.

The first payroll of each school year shall be the first Friday of September. See Appendix A for schedule.

7.06 Employee Benefits

Health Insurance: The District shall provide health insurance in compliance with the Patient Protection and Affordable Care Act.

Voluntary Retirement: Any teacher, age 57 or older and after a minimum of 15 FTE (Full Time Employment) years of continuous teaching service in the Clinton Community School District may request, in writing, a retirement benefit. When retirement is granted by the Board of Education, the benefit will be as follows if the employee did not select to

participate in the HRA plan in the fall of 2014.

- Health insurance benefit premiums will be continued for up to the board share of the rate on the 30th of June of the calendar year in which the staff member retires. The retiree must make payment to the District for any premium amount difference. The insurance plan offered will be through the Affordable Care Act health insurance exchange. The amount and years will be based upon the agreement signed by each eligible employee in the fall of 2014.

Certified Staff: Retirement will be granted at the end of the school year. Requests for June retirement must be received in writing to the District Administrator by **April 1**. Failure to submit requests for retirement by the deadline will delay the opportunity to retire with benefits until the next retirement window. Exceptions in unusual circumstances may be granted by the Board of Education on an individual basis but are not automatic.

Health Retirement Arrangement: Employees will receive an annual payment to an HRA (Health Retirement Arrangement) selected by the District.

The amount of the annual payment for each 1.0 FTE completed with the Clinton Community School District will be \$2,320.

- The vesting period for the account is seven (7) FTE years of **continuous** teaching service in the Clinton Community School District. Teachers who do not reach the seven (7) FTE years of continuous service will forfeit the amount in their account back to the District.
- Those with a contract less than 1.0 FTE will receive an amount prorated to the appropriate FTE worked during the contract year.
- All deposits will be made after each fully completed year of service with the District, unless a termination or resignation and subsequent forfeiture would occur. No deposit will be made for a partial year of service, which is due to contract termination or resignation.

Appendix A

First Pay for contracted school year staff	Contracted full year staff in Sept follows this schedule as well
FUTURE	
9/6/2024	*
9/5/2025	
9/4/2026	
9/3/2027	
9/1/2028	
9/7/2029	*
9/6/2030	
9/5/2031	
9/3/2032	
9/2/2033	
9/1/2034	
9/7/2035	*
9/5/2036	
9/4/2037	
9/3/2038	
9/2/2039	
9/7/2040	*
9/6/2041	
9/5/2042	
9/4/2043	
9/2/2044	
9/1/2045	
9/7/2046	*
* 3 week correction every 5-6 years	5 year cycle if 2 leap years; 6 year cycle if 1 leap year