



*A Great Place to Work*

# EMPLOYEE HANDBOOK

## ~~2024-2025~~2025-2026

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

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## Employee Acknowledgment

D.C. Everest Area School District employees must acknowledge the District's *Employee Handbook* online annually, ~~through Skyward™~~. New employees will acknowledge the *Employee Handbook* ~~online through Skyward~~ within 30 days of their hire date. The *Employee Handbook* is always available to employees on the [DCE Staff Intranet](#).

## General Provisions Applicable to All Employees

### Preamble and Definitions

#### About this Handbook

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

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, and expectations of the District; however, this *Employee Handbook* should not be considered all-inclusive. Copies of Board Policies and Administrative Guidelines are available on the District website at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public> and at the Superintendent's office. It is important that each employee is aware of the policies and procedures related to their position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code, and the policies of the D.C. Everest School Board.

#### Definitions

- A. **Administrative Employees:** "Administrative Employees" are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. **Casual/Seasonal/Occasional/Miscellaneous Employees:** "Casual/Seasonal/Occasional/Miscellaneous Employees" are defined as persons who are not scheduled to work on a regular basis (set number of days and hours per year) and are not eligible for benefits or time off, and/or a student employee. These employees are in positions such as, but not limited to, part-time Greenheck Turner Community Center staff, student employees, test proctors, and Twin Oaks Environmental Center programs.
- C. **Discipline:** Any discipline taken by the District will be related to the frequency and seriousness of the issue and is not limited to but may include the following: coaching, verbal or written warning, employee assistance referral, last chance agreement, suspension (with or without pay), and termination.
- C. **Extracurricular Employees:** "Extracurricular Employees" are defined as persons who are under agreement in a paid extra duty role such as athletic coach, club advisor, event duty, or musical staff. "Extracurricular Employees" are not eligible for benefits or time off.
- D. **Regular Employees:** "Regular Employees" are defined as employees whom the District considers continuously employed and eligible for benefits and time off. These employees are employed either year-round, extended school year, or during the school year. "Administrative Employees" and "Teachers" are also considered "Regular Employees".
- E. **Seasonal/Summer-School Employees:** "Seasonal-Summer Eemployees" are those employees who are hired for a specific period of time usually related to the seasonal-summer needs of the

District. A “summer school employee” is defined as an employee who is hired to work for the District during the summer school session. “Summer school session” is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.

1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular employees. The District is free to use external employees to perform such work.
  2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically determined by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels. ~~An exception to this guideline is School Nutrition employees.~~
- F. Substitute/~~Temporary~~ Employees: “Substitute/~~Temporary~~ Employees” are defined as persons hired to replace a regular employee during a regular employee’s absence as needed, on an on-call basis, or for a specific project for a specific length of time. A substitute/~~temporary~~ employee has no expectation of continued employment or benefits.
- G. Supervisor: The District will identify the individual employee’s supervisor on the employee’s job description.
- H. Teachers: “Teachers” are defined as persons hired under a contract under § 118.22, Wis. Stats.
- I. Termination: “Termination” is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include, for instance, voluntary retirement, voluntary resignation, nonrenewal of contract under § 118.22, Wis. Stats. or § 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.
- J. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety.

## General Personnel Policies

This *Employee Handbook* is subservient to and does not supersede the provisions set forth in Board Policies at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

## Student and Staff Nondiscrimination

Legal citations: Title IX, 34 C.F.R. 106.9, Section 504, 34 C.F.R. 104.8, Title II, 28 C.F.R. 35.106, PI 9.05

## Nondiscrimination and Access to Equal Educational Opportunity

See Policy 2260 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

District Compliance Officers (hereinafter referred to as the ‘COs’)

The Board designates the following individuals to serve as the District’s CO’s:

Sarah Trimner  
Director of Talent and Culture  
6100 Alderson Street  
Weston, WI 54476  
715-359-4221 ext. 1225  
[strimner@dce.k12.wi.us](mailto:strimner@dce.k12.wi.us)

-  
Gina Lehman

Director of Student Services  
6100 Alderson Street  
Weston, WI 54476  
715-359-4221 ext. 1351  
gilehman@dce.k12.wi.us

- The names, titles, and contact information of these individuals will be published annually in the School District Annual Report to the public and on the School District's website.

- A CO will be available during regular school/work hours to discuss concerns related to student discrimination in educational opportunities under this policy.

#### ~~Investigation and Complaint Procedure~~

- The CO shall investigate any complaints brought under this policy. Throughout the course of the process, as described herein, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

- All complaints must include the following information to the extent known: a description of the alleged violation, the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

- If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

- Upon receiving a complaint, the CO will consider whether any action should be taken during the investigatory phase to protect the Complainant from further loss of educational opportunity, including but not limited to a change of work assignment or class schedule for the Complainant, tentative enrollment in a program, or other appropriate action. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO still may take whatever actions are deemed appropriate in consultation with the Superintendent.

- As soon as appropriate in the investigation process, the CO will inform the Respondent, that a complaint has been received. The person(s) must also be provided an opportunity to respond to the complaint.

- All investigations shall be commenced as soon as practicable upon receipt of a complaint and concluded as expeditiously as feasible, in consideration of the circumstances, while taking measures to complete a thorough investigation. The complaining party shall be notified in writing of receipt of the complaint within forty-five (45) days of the complaint and shall reach a determination concerning the complaint within ninety (90) days of receipt unless additional time is agreed to by the complaining party.

- The investigation will include:

- interviews with the Complainant;

- interviews with the Respondent;

- interviews with any other witnesses who reasonably may be expected to have any information relevant to the allegations, as determined by the CO;

- consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO.

- At the conclusion of the investigation, the CO or designee shall prepare and deliver a written report to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definitions in this Policy, as well as in State and Federal

law as to whether the Complainant has been denied access to educational opportunities on the basis of one (1) of the protected classifications, based on a preponderance of evidence standard. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved.

The CO may consult with the Board's attorney during the course of the investigatory process and/or before finalizing the report to the Superintendent.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias or partiality, or for other reasons that impair the CO's ability to conduct an investigation, the CO may in consultation with the Superintendent or Board President, if the matter involves the Superintendent, engage outside legal counsel to conduct the investigation consistent with this policy.

Absent extenuating circumstances, within five (5) days of receiving the report of the CO or designee, the Superintendent either must issue a written decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and Respondent. The Superintendent may redact information from the decision in the event the release of information raises concerns regarding the integrity of the complaint or investigation process. The Board authorizes the Superintendent to consult with legal counsel to determine the extent to which information in an investigation report must be provided to either the Complainant or Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above. The decision of the Superintendent will be reviewed by the Board upon request.

If the Complainant feels that the decision does not adequately address the complaint s/he may appeal the decision to the State Superintendent of Public Instruction within 30 days of the board's decision by submitting a written request to the Wisconsin Department of Public Instruction, Pupil Nondiscrimination Program, or by contacting the DPI Pupil Nondiscrimination Program at (608) 267-9157. Any person, including the Respondent in a complaint, who is subject to disciplinary action up to and including termination as a result of a complaint may choose to file a grievance utilizing the District's grievance procedure as outlined in Policy 3340 or Policy 4340.

The Board reserves the right to investigate and resolve a complaint or report regardless of whether the member of the School District community or third party chooses to pursue the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

### **Section 504/ADA Prohibition Against Discrimination Based on Disability**

See *Policy 2260.01* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

### **Student Anti-Harassment**

See *Policy 5517* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

### **Employee Anti-Harassment**

See *Policies 1662, 3362, 4362* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

### **Nondiscrimination and Equal Employment Opportunity**

See *Policies 1422, 3122, and 4122* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

Reasonable accommodations shall be made for qualified individuals with a disability. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified

applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.

Requests for accommodations under the Americans with Disabilities Act (ADA) and/or under the Wisconsin Fair Employment Act (WFEA) from employees must be made in writing in accordance with Board Policy. See *Policies 1623, 3123, 4123* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

### **Equal Opportunity Complaints**

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, to address allegations of violations of the policy. See *Policies 1422, 3122, and 4122* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

### **Nondiscrimination on the Basis of Sex in Education Programs or Activities**

Legal citation: 34 C.F.R. Part 106

See *Policy 2264 and 2266* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

The Board of the D.C. Everest Area School District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX, including in admission and employment.

The Board designates and authorizes the following individual(s) to coordinate its efforts to comply with the Board's responsibilities under Title IX:

Gina Lehman  
Director of Student Services  
6100 Alderson Street  
Weston, WI 54476  
715-359-4221

### **Nondiscrimination Based on Genetic Information of the Employee**

See *Policies 1422.02, 3122.02, and 4122.02* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

Legal citations: 42 U.S.C. 2000ff, 29 C.F.R. Part 1635

### **Fair Labor Standards Act (FLSA)**

See *Policy 6700* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public> and the Department of Labor website at <https://www.dol.gov/agencies/whd/flsa>.

Legal citations: Wis. Stat. 104.1, 29 U.S.C. 201, 29 C.F.R. Part 541

### **Immigration Reform and Control Act of 1986**

See *Administrative Guideline 3111B and 4111B* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public> and the USCIS website at <https://www.uscis.gov/i-9>.

### **Information Management**

See *Policy 8315 and Administrative Guideline 8315* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

Legal citation: F.R.C.P. 34, 37(f)

The Board recognizes its responsibility, in certain circumstances, to maintain information created, maintained, or otherwise stored by the District outside the "Records Retention Schedule" in Policy 8310 — Public Records. In such situations, a "Litigation Hold" procedure will be utilized to identify and preserve information relevant to a specific matter. "Information" includes both paper documents and electronically stored information ("ESI"). When implementing the "Litigation Hold," the District will identify individuals in possession or custody of paper documents, ESI, and electronic media containing ESI, and inform them of their obligation to preserve the documents and ESI outside the "Records Retention Schedule" in Policy 8310. The District will also identify third parties with custody or control over paper documents, ESI, or electronic media storing ESI, and request them to preserve that information. All information falling within a "Litigation Hold," which is under the control of the District, must be preserved in a readily accessible form under the requirements of Policy 8310. Failure to comply with a Litigation Hold notice may result in disciplinary action, up to and including possible termination.

### **Notice of Privacy Practices**



**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

The D.C. Everest Area School District Group Medical Plan (the "Plan"), which includes medical, dental, and FSA coverages offered under the D.C. Everest Area School District Plans, are required by law (under the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA's privacy rule) to take reasonable steps to ensure the privacy of your personally identifiable health information. This Notice is being provided to inform you of the policies and procedures D.C. Everest Area School District has implemented and your rights under them, as well as under HIPAA. These policies are meant to prevent any unnecessary disclosure of your health information.

**Use and Disclosure of Your Health Information by the Plan that Do Not Require Your Authorization:**

The plan may use or disclose your health information (that is protected health information [PHI], as defined by HIPAA's privacy rule) for:

1. **Payment and Health Care Operations:**  
In order to make coverage determinations and payment (including, but not limited to, billing, claims management, subrogation, and plan reimbursement). For example, the Plan may provide information regarding your coverage or health care treatment to other health plans to coordinate payment of benefits. Your health information may also be used or disclosed in order for the Plan to carry out its own operations regarding the administration of the Plan and provide coverage and services to the Plan's participants. For example, the Plan may use your health information to project future benefit costs, to determine premiums, conduct or arrange for case management or medical review, for internal grievances, for auditing purposes, business planning, and management activities such as planning related analysis, or to contract for stop-loss coverage. Pursuant to the Genetic Information Non-Discrimination Act (GINA), the Plan does not use or disclose genetic information for underwriting purposes.
2. **Disclosure to the Plan Sponsor:** As required, in order to administer benefits under the Plan. The Plan may also provide health information to the plan sponsor to allow the plan sponsor to solicit premium bids from health insurers, to modify the Plan, or to amend the Plan.
3. **Requirements of Law:**  
When required to do so by any federal, state, or local law.

**Use and Disclosure of Your Health Information by the Plan that Does Require Your Authorization:** Other than as listed above, the Plan will not use or disclose without your written authorization. You may revoke your authorization in writing at any time, and the Plan will no longer be able to use or disclose the health information. However, the Plan will not be able to take back any disclosures already made in accordance with the Authorization prior to its revocation.

**Your Rights with Respect to Your Health Information:** You have the following rights under the Plan's policies and procedures, and as required by HIPAA's privacy rule:

**Right to Request Restrictions on Uses and Disclosures:** You may request the Plan to restrict uses and disclosures of your health information. The Plan will accommodate reasonable requests; however, it is not required to agree to the request. If you wish to request a restriction, please send it in writing to HIPAA Privacy

4. **Health Oversight Activities:**

To a health oversight agency for activities such as audits, investigations, inspections, licensure, and other proceedings related to the oversight of the health plan.

5. **Threats to Health or Safety:**

As required by law, to public health authorities if the Plan, in good faith, believe the disclosure is necessary to prevent or lessen a serious or imminent threat to your health or safety or to the health and safety of the public.

6. **Judicial and Administrative Proceedings:**

In the course of any administrative or judicial proceeding in response to an order from a court of administrative tribunal, in response to a subpoena, discovery request, or other similar process. The Plan will make a good faith attempt to provide written notice to you to allow you to raise an objection.

7. **Law Enforcement Purposes:**

To a law enforcement official for certain enforcement purposes, including, but not limited to, the purpose of identifying or locating a suspect, fugitive, material witness, or missing person.

8. **Coroners, Medical Examiners, or Funeral Directors:**

For the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law.

9. **Organ or Tissue Donation:**

If you are an organ or tissue donor, for purposes related to that donation.

10. **Specified Government Functions:**

For military, national security and intelligence activities, protective services, and correctional institutions and inmates.

11. **Workers' Compensation:**

As necessary to comply with Workers' Compensation or other similar programs.

12. **Distribution of Health Related Benefits and Services:**

To provide information to you on health-related benefits and services that may be of interest to you.

A request for an accounting form must be used to make the request and can be obtained by contacting your HIPAA Privacy Officer at D.C. Everest Area School District, 1699 Schofield Avenue, Suite 300, Schofield, WI 54476, 715.359.4221. The accounting will be provided within 60 days from your submission of the request form. An additional 30 days is allowed if this deadline cannot be met.

**Right to Receive Confidential Communications:** You may request that the Plan communicate with you about your health information in a certain way or at a certain location if you feel the disclosure could endanger you. You must provide the request in writing to your HIPAA Privacy Officer at D.C. Everest Area School District, 1699 Schofield Avenue, Suite 300, Schofield, WI 54476, 715.359.4221. The Plan will attempt to honor all reasonable requests.

Officer, at D.C. Everest Area School District, 1699 Schofield Avenue, Suite 300, Schofield, WI 54476, 715.359.4221.

**Right to Inspect and Copy Your Health Information:** You may inspect and obtain a copy of your health information the Plan maintains. The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Plan is unable to comply with the deadline. A written request must be provided to HIPAA Privacy Officer at D.C. Everest Area School District, 1699 Schofield Avenue, Suite 300, Schofield, WI 54476, 715.359.4221. If you request a copy of your health information, the Plan may charge a reasonable fee for copying, assembling costs, and postage, if applicable, associated with your request.

**Right to Amend Your Health Information:** You may request the Plan to amend your health information if you feel that it is incorrect or incomplete. The Plan has 60 days after the request is made to make the amendment. A single 30-day extension is allowed if the Plan is unable to comply with the deadline. A written request must be provided to HIPAA Privacy Officer at D.C. Everest Area School District, 1699 Schofield Avenue, Suite 300, Schofield, WI 54476, 715.359.4221. Your request may be denied in whole or in part, and, if so, the Plan will provide you with a written explanation of the denial.

**Right to an Accounting of Disclosures:** You may request a list of disclosures made by the Plan of your health information during the six years prior to your request (or for a specified shorter period of time), however, the list will not include disclosures made: (1) to carry out treatment, payment, or health care options; (2) disclosures made prior to April 14<sup>th</sup>, 2004; (3) to individuals about their own health information; and (4) disclosures for which you provided a valid authorization.

**Right to a Paper Copy of This Notice:** You may request a paper copy of this Notice at any time, even if you have agreed to receive this Notice electronically. Please contact your HIPAA Privacy Officer at D.C. Everest Area School District, 1699 Schofield Avenue, Suite 300, Schofield, WI, 715.359.4221 to make this request.

**The Plan's Duties:** The Plan is required by law to maintain the privacy of your health information as related in this Notice and to provide this Notice to you of its duties and privacy practices. The Plan is required to abide by the terms of this Notice, which may be amended from time to time. The Plan reserves the right to change the terms of this Notice and to make the new Notice provisions effective for all health information that it maintains.

**Complaints and Contact Person:** If you wish to exercise your rights under this Notice, communicate with the Plan about its privacy policies and procedures, or file a complaint with the Plan, please contact the HIPAA Contact Person, at D.C. Everest Area School District, 1699 Schofield Avenue, Suite 300, Schofield, WI 54476, 715.359.4221. You may also file a complaint with the Secretary of Health and Human Services if you believe your privacy rights have been violated.

**Any questions/concerns should be directed to the HIPAA Privacy Officer, at D.C. Everest Area School District, 1699 Schofield Avenue, Suite 300, Schofield, WI 54476, 715.359.4221**



# General Employment Practices and Expectations

## **Professional Expectations**

Employees are expected to conduct themselves professionally. The purpose of doing so is to ensure high quality learning experiences and outcomes for students in their care, as well as an overall professional environment. Examples of professional conduct include, but are not limited to:

- Treating students, parents, and all work colleagues with respect and dignity.
- Dressing professionally. See *Policies 3216 and 4216* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.
- Staying current in your work assignment by actively engaging in professional development activities in and/or out of the District.
- Representing the District in a positive fashion in community venues.

Teachers' professional conduct also includes:

- Attending/participating in scheduled meetings as requested (examples include but are not limited to IEP meetings and faculty meetings).
- Attending/participating in scheduled school/District events as requested (examples include, but are not limited to parent/teacher conferences, parent open houses, student back-to-school orientations, extra-curricular activities, and graduation ceremonies).

## **Employee Facility Use Outside Instructional Day**

All district employees are expected to utilize district facilities in accordance with *Policies 7440 and 7510* when accessing district property outside of the regular instructional day. In addition, when accessing district facilities/property outside of the regular instructional day, it is the responsibility of the employee to ensure all district safety protocols are followed. This includes but is not limited to: ensuring the use is only for approved school-related business, closing and locking classroom doors upon leaving, and securing entrances.

It is recognized that professionalism is a mutually beneficial relationship. Hence, employees can expect to be consulted regarding matters affecting their daily work and treated with respect and dignity by administration.

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 *Employee Handbook* and legal obligations.

## **Job Postings**

When the District deems it necessary to post a vacancy within the District, a notice will be emailed to staff, as well as advertised as needed. See *Policies 3132 and 4132* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

## **Hiring**

Applications for all open positions will be submitted online via the District's application system. The Director of Talent & Culture shall ensure that an appropriate team will screen and interview applicants selected for the interview process. Only application materials submitted in the online application will be accepted (application materials sent outside of the application will not be considered part of the application). While the online application system is strongly preferred for Custodial and School Nutrition applications, paper applications are also accepted.

## **Employment of Minors**

No one under eighteen (18) years of age will be employed without providing proper proof of their age. Minors will be employed only in accordance with state and federal laws and District policies. Minors under the age of sixteen (16) will not be employed without a valid work permit.

## **Qualifications**

Candidates must have the necessary training and skills as required to successfully carry out the requirements of the assignment.

## **Duties**

The duties and responsibilities of all employees will be in their written job description. Each employee shall discuss with their immediate supervisor the exact assignment and performance expected. Copies of all job descriptions shall be on file in the Talent & Culture Department and shall be revised from time to time as deemed necessary. See *Policies 1400, 3120.01, and 4120.01* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

## **Attendance**

Regular attendance is required of every employee. The District expects employees to make every effort to be present for work and on time. It is the employee's responsibility to be ready to begin work on time each day and to return on time from scheduled breaks and lunch. 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 an approved absence. Meal periods may only be taken during times designated by the employee's supervisor. Employees are expected to adhere to their assigned schedule. Any deviation from assigned hours must have prior approval from the employee's supervisor.

Employees who are unable to report to work shall follow the applicable procedures in **Skyward™** for reporting their absence. Any time spent not working during an employee's scheduled day must be accounted for using the appropriate reasons. The District will monitor attendance, tardiness, and absence patterns. Inaccurate reporting of time worked, theft of time, and/or improper modification of time worked will be investigated and may result in disciplinary action, up to and including termination.

Tardiness is defined as failing to report to work at the scheduled start time of an employee's workday, including failing to report back to work on time after a scheduled lunch or break period, without having pre-approval to report late from their supervisor. Employees who fail to provide adequate notice of tardiness using the appropriate procedures, and incur instances of unexcused tardiness as a result, may be subject to disciplinary action, up to and including termination.

Although there are justifiable reasons to be absent from work, excessive absenteeism and/or excessive tardiness may lead to disciplinary action, up to and including termination. The District reserves the right to waive enforcement of these rules in very limited circumstances and/or as may be necessary to provide a reasonable accommodation for a qualified individual with a disability under the Americans with Disabilities Act.

## **Staff Bulletin Boards**

The District shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with Board Policy and applicable law. If a collective bargaining unit exists, the Association will be allowed to post items on the bulletin board subject to the restrictions set forth herein and as amended by the applicable collective bargaining agreement. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students, or board members and shall not be in contravention of any Board Policy or law. The Building Administrator will be provided a copy of all posted material at the time of the posting. The District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

## **Child Abuse and Neglect Reporting**

See Policy 8462 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

## **Threats of Violence Reporting**

See Policy 8462.01 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

## **Annual Staff Training**

All employees are required to complete several training videos online in the Vector Training system each school year. Employees will be notified via email of the trainings and the deadline for completion.

## **Anonymous Reporting Hotline**

The District has contracted with Lighthouse Services, Inc. for an anonymous reporting hotline.

The purpose of the hotline is for reporting fraud, unlawful, unethical and other types of improper behavior. The hotline is NOT a substitute for routine communications within our organization between associates and their supervisors and managers, particularly as to workplace duties. Likewise, it does not replace communications with Talent & Culture staff about benefit issues or other job-related issues. This hotline is an additional communication tool for specific types of situations and it is provided because we believe that it is a good business practice to do so. Regular business matters that do not require anonymity should be directed to the employee's supervisor or the Talent & Culture Department and should not be submitted using this service.

Additional information is on the [DCE Staff Intranet](#).

### **Video Surveillance and Electronic Monitoring**

See Policy 7440.04 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>

### **Communication**

District employees are expected to abide by the following rules when using information technology and communication resources. See Policy 7540.04 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public> and the Staff Acceptable Use Agreement for Technology Resource.

#### **A. Electronic Communications:**

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

#### **B. User Responsibilities:** The following standards will apply to all users (students and employees) of the network/internet:

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by Board Policy.
3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, Board Policy, and administrative regulations.
4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing inappropriate material. The user must then notify the network administrator and/or immediate supervisor of the website address that should be blocked by the filtering software.

5. A user may not disable internet-tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.
- C. *Electronic Communications with Students*: Employees are prohibited from communicating through electronic media with students who are enrolled in the District, except as set forth in Section D. An employee is not subject to this prohibition if the employee has a pre-existing social or family relationship with the student. For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization.

The following definitions apply for purposes of this section on Electronic Communication with Students:

"Authorized Personnel" includes classroom teachers, counselors, principals, assistant principals, directors of instruction, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the Superintendent or a building principal.

"Communicate" means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to District regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

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

- D. *Limited Electronic Communication with Students*: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:
  1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, tests and/or District-sponsored extra-curricular activities).
  2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, tests and/or District-sponsored extra-curricular activities), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
  3. The employee is prohibited from communicating with students through a personal social network page, unless the employee has a pre-existing social or family relationship with the student as listed in C above.
  4. The employee must create a separate social network page ("professional page") for communicating with students through a social network. The employee must enable administration and parents to access the employee's professional page.
  5. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
  6. Upon request from the administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with students.
- E. *Retention of Electronic Communications and other Electronic Media*: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded.

unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records.

- F. **Electronic Recording:** Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- G. **Compliance with Federal, State and Local Law:** For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
  - 1. Confidentiality of student records. See *Policy 8330* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.
  - 2. Confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses. See *Policy 8320* at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.
  - 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
  - 4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
  - 5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
- H. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- I. **Personal Web Pages:** Employees may not misrepresent the District by creating, or posting any content to any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- J. **Disclaimer:** The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.
- K. **District Property:** The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment.

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



See Policies 3122.01, 4122.01, 3215, 4215, 7434 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

See Administrative Guidelines 3122.01 and 4122.01 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

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

- A. **Drugs and Alcohol:** The manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. The District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.
- B. **Tobacco Products:** Employees shall not use tobacco or nicotine products (with the exception of tobacco cessation products) on District premises, in District vehicles, or in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- C. **Reasonable Suspicion Testing:** All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. Two supervisors must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- D. **Consequence for Violation:** Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. [See policies 41 U.S.C. 702(a)(1) (A)]. Compliance with the District's policies and rules is mandatory and is a condition of employment.
- E. **Notification of Conviction:** As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source– the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)]
- F. **Employee Assistance Program:** The Employee Assistance Program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical, or productivity concerns or problems. EAP helps in the prevention, identification, and resolution of work-related or personal problems. Additional information is on the [DCE Staff Intranet](#).

## **Physical Examination**

See Policies 1460, 3160, and 4160 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

## **Employee Identification Badges**

The School Board recognizes the importance of providing a safe environment for all District students and staff. To promote a safe environment, the District requires all employees, volunteers, and visitors to wear a District or school-issued identification badge. Identification badges should be displayed in plain view by all employees while carrying out regular employment duties.

### **Issuing Identification Badges**

The District will provide the initial badge, ~~clip, or and clip or~~ lanyard to ~~all employees upon hire, volunteers, and coaches at no cost to the employee.~~

### **Additional or Replacement Badges**

Identification badges will be replaced at no cost to the employee if lost, stolen, broken, or when there is a change in employment status. ~~upon surrender of the old badge. Identification badges that malfunction without any apparent physical damage to the card will be replaced at no cost to the employee. Identification badges that are lost, stolen, broken, or worn out will be replaced without cost to the employee once every three years.~~

~~There shall be a charge of \$10.00 for each identification badge replaced more often than once every three years.~~ Lost or stolen identification badges are to be immediately reported by submitting a ticket to the Technology Help Desk (preferred) or by calling extension 1352 to the Talent & Culture Department at extension 1225 or 1226, or to the Technology Department at extension 1352 for access security reasons. If lost or stolen, the ~~old~~ identification badge will be de-activated.

### **Visitors/Volunteers**

All visitors/volunteers in school buildings are required to check in to the main office to obtain a Visitor's Identification Badge. Volunteers must also follow volunteer guidelines as indicated in the Volunteer Handbook, available on the website: <https://www.dce.k12.wi.us/community/dce-evergreen-volunteers>.

## **Employee Name Changes**

An employee that legally changes their name with the Social Security Administration must present their new Social Security Card to the Talent & Culture Department before their name will be changed in the District's systems.

## **Licensure/Certification**

Each employee who is required to be licensed or certified by law must provide Talent & Culture with a copy of the current license or certificate to be maintained in his or her personnel file. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification. See Policy 3120 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

## **Payroll**

### **Payroll Cycle**

Employees will be paid bi-weekly by direct deposit.

### **Direct Deposit Payment Method**

All employees are required to receive their payroll check via direct deposit. Check history is available in **Skyward™**. Direct deposit account changes may be made after giving thirty (30) calendar days' notice in writing to the Payroll department.

### **Overtime**

Non-exempt employees will be paid at time and one-half the regular rate of pay for all hours worked in excess of 40 hours in the workweek.

### **Timesheets or other Form of Electronic Tracking of Hours Worked**

Timesheets or an electronic timesheet system shall be used by all non-exempt employees. Employees will clock in only at such time as they are fully prepared to begin work. Employees are responsible for

their own timesheets and shall not clock in or out for any other employee. If an employee leaves the premises for any personal reason, the electronic system is to be used to clock in and out.

### **Mileage Reimbursement**

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available electronically and updated by the Business Office when rates change.

### **Reduction in Force**

The Board may reduce staff based on the best interest of the District when necessary. Employees in affected areas will receive notice in accordance with applicable statutory requirements. The District will consider the following factors, including, but not limited to qualifications, job performance, experience, certification, and professionalism.

### **Liability Insurance**

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

### **Workers Compensation**

#### **Supervisor Responsibilities**

- When employee is injured, follow the most current Workers Compensation Workplace Injury Procedure.
- Assist the Business Office Operationse Department with determining work availability and/or modifications needed for temporary modified duty work.
- Prepare for an injured employee's work modifications by identifying job tasks.
- Assist in monitoring the progress of injured employees during recovery period.

#### **Employee Responsibilities**

- Report all injuries, illnesses, and incidents immediately to your supervisor.
- Work with supervisor to report the incident to the insurance company.
- Cooperate with the workers' compensation insurance claims staff, the school District, and treating providers regarding appropriate medical treatment and recovery progress.
- Be available for any transitional duty job assignment appropriate for your abilities during recovery.
- Upon returning to work, provide the Business Office Operations Department with your medical provider's medical release and any information regarding your recovery process.
- Comply with work restrictions during your recovery process.

#### **Business Office Operations Department Responsibilities**

- Help supervisors and employees fully understand their role and function within our Return-To-Work program and how each will be expected to perform when needed.
- Work with the injured worker's supervisor to find a suitable temporary assignment within his or her recovering functional capabilities and limitations.
- Work closely with the Workers Compensation insurance company.
- Investigate all on-the-job incidents.

#### **Return-To-Work Program**

The District has implemented a Return-To-Work program to help ensure that our employees receive the best care on their way to full recovery from work-related injuries. All employees and supervisors are expected to



fully participate in all components of the program. Any questions, comments, or concerns about this program or related procedures can be directed to the [Business Office Operations Department](#).

The District believes that the best approach to controlling incidents and costs is to keep injuries and illnesses from occurring. We are committed to utilizing our resources to provide a safe work environment for everyone. Our employees are our greatest ~~assets~~~~assets~~, and we are committed to providing prompt, high-quality medical care and returning injured workers to productive employment as soon as medically possible.

When incidents do occur, it is in everyone's best interest that injuries are properly managed. We will make every effort to provide a modified transitional work position until the employee is able to resume normal duties. All of our modified work is temporary and intended to facilitate a "return to regular work duties" when medically feasible. These positions may be offered at any location or any department or shift that the District can accommodate.

Any employee who is off because of an excused Workers Compensation situation will be paid from their accumulated paid time off, then sick leave balance for hours not worked during time of injury and recovery, up to the time the accumulated sick leave balance is exhausted. During this same period, any monies reimbursed to the District by the Workers Compensation carrier will be deposited by the District into the appropriate salary account. The dollar amount of the check will then be divided by the employee's current hourly rate, to arrive at the amount of paid time off, then sick leave hours to be credited back to the employee's paid time off, then sick leave accumulated balance. Upon exhaustion of the employee's accumulated paid time off, then sick leave balance, the employee will only be paid directly by the Workers Compensation carrier, and payment from the District will cease, until the employee resumes work.

### **TTWA (Temporary Transitional Work Assignments) Guidelines**

- The District will determine appropriate work hours, shifts, and locations of all Temporary Transitional Work Assignments (TTWA). The District reserves the right to determine the availability and appropriateness of all jobs.
- TTWAs will be reviewed regularly and extended or ended at the discretion of the school District based on workflow needs.
- District supervisors will monitor the employee's recovery progress through regular contact or meetings to reassess when and how often duties may be changed. Upon receipt of increased physical capacities, the supervisor will assess the ability to adjust the TTWA accordingly. All changes to TTWAs will be made after receiving concurrence from the employee's attending physician.
- If the employee is later determined to have a permanent disability, which restricts his/her ability to return to their job at time of injury, the TTWA may end.
- The District will determine whether the worker's physical restrictions require substantial modification to job tasks and whether such modifications are possible.
- To the extent possible, the District will consider work site modifications to allow the injured employee to continue employment.

### **Conflict Resolution**

Problems, misunderstandings and frustrations may arise in the workplace. It is the District's intent to be responsive to its employees and their concerns.

Initially, employees should bring their concerns or complaints to their immediate supervisor. If the complaint involves the employee's supervisor, the employee should schedule a meeting with the next level supervisor or the Talent and Culture Department to discuss the problem.

If the discussion with the immediate supervisor does not resolve the problem to the mutual satisfaction of the employee and the supervisor, the employee should schedule a meeting with the next level supervisor or the Talent and Culture Department.

Because problems are best resolved on an individual basis, the conflict resolution procedure may be initiated only by individual employees and not by groups of employees. All complaints must be made in good faith.

The District reserves the right to impose appropriate disciplinary action for any conduct it considers to be disruptive or inappropriate. The circumstances of each situation may differ, and the level of disciplinary action

may also vary, depending on factors such as the nature of the offense, whether it is repeated, the employee's work record and the impact of the conduct on the organization.

No District employee will be subject to retaliation for filing a complaint under this policy.

Therefore, an employee who is confronted with a problem may use the procedure described below to resolve or clarify his or her concerns.

The purpose of this process is to provide a quick, effective and consistently applied method for an employee to present his or her concerns to management and have those concerns internally resolved.

### ***Step 1: Discussion with Supervisor***

- a. Initially, employees should bring their concerns or complaints to their immediate supervisor. If the complaint involves the employee's supervisor, the employee should schedule an appointment with the next level supervisor to discuss the problem that gave rise to the complaint within five working days of the date the incident occurred.
- b. The supervisor should respond in writing to the complaint within five days of the meeting.

### ***Step 2: Written Complaint and Decision***

- a. If the discussion with the immediate supervisor does not resolve the problem to the mutual satisfaction of the employee and the supervisor, or if the supervisor does not respond to the complaint, the employee may submit a written complaint to the employee's director/supervisor/department head within five days.
- b. The employee's director/supervisor/department head should forward a copy of the complaint to the superintendent's office.

The submission of the written complaint is due within five working days of the response from the supervisor. The complaint should include:

- The problem and the date when the incident occurred.
  - Suggestions on ways to resolve the problem.
  - A copy of the immediate supervisor's written response or a summary of his or her verbal response and the date when the employee met with the immediate supervisor. If the supervisor provided no response, the complaint should note no response was given.
- c. Upon receipt of the formal complaint, the director/supervisor/department head must schedule a meeting with the employee within five working days to discuss the complaint. Within five working days after the discussion, the director/supervisor/department head should issue a decision both in writing and orally to the employee filing the complaint.

### ***Step 3: Appeal of Decision***

- a. If the employee is dissatisfied with the decision of the director/supervisor/department head, the employee may, within five working days, appeal this decision in writing to the superintendent's office.
- b. The superintendent or designee may call a meeting with the parties directly involved to facilitate a resolution. Or the superintendent or designee may refer complaints to a review committee if it believes that the complaint raises serious questions of fact or interpretation of policy. The superintendent or designee may gather further information from involved parties.
- c. The superintendent or designee should issue a decision both in writing and orally to the employee filing the complaint within five days.

### ***Additional Guidance***

If an employee fails to appeal from one level to the next level of this procedure within the time limits set forth above, the problem should be considered settled on the basis of the last decision and the problem should not be subject to further consideration.

Because problems are best resolved on an individual basis, the conflict resolution procedure may be initiated only by individual employees and not by groups of employees. All complaints must be made in good faith.

~~The District reserves the right to impose appropriate disciplinary action for any conduct it considers to be disruptive or inappropriate. The circumstances of each situation may differ, and the level of disciplinary action may also vary, depending on factors such as the nature of the offense, whether it is repeated, the employee's work record and the impact of the conduct on the organization.~~

~~No District employee will be subject to retaliation for filing a complaint under this policy.~~

## **Grievance Procedure**

This procedure is available in the case of any employee's disagreement with discipline or termination of employment, as well as a matter relating to workplace safety.

See Policies 3340 and 4340 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

## **Employee Leave**

### **Sick Leave**

Employees may accrue a Sick Leave bank which can be maintained up to a maximum of 120 days. If an employee currently has more than 120 days of Sick Leave, all previously earned days will remain in the employee's Sick Leave bank, but the employee will not be able to roll any additional days over until they are below the maximum. Each new fiscal year, employees must use all\* of their allocated PTO days in total before utilizing Sick Leave from their Sick Leave bank.

After PTO is exhausted, Sick Leave may be used for illness or medical reasons for self, medical/dental appointments for self, medical/dental appointments for a family member, and to care for an ill family member. Sick Leave application for family members is exclusively reserved for a spouse, parents, and children under the age of 18. Sick Leave cannot be used for childcare reasons except for employees on approved FMLA for birth or adoption. Sick Leave may only be used for a child over the age of 18 if the employee is on approved FMLA.

Sick Leave must be taken in one-hour increments. The only exception would be employees whose full day is a partial hour (ex. 5.5 hours), then they will be required to use 5.5 hours when requesting an entire day off.

The District may require a certification by a medical provider after an employee has been absent for an illness or any other use of Sick Leave. All medical certifications must be kept in the employee's medical file. The District may question or investigate the use of Sick Leave. Any employee obtaining Sick Leave benefits by fraud, deceit, or falsified statements shall be subject to disciplinary action.

\*Employees with approved FMLA leaves may reserve two (2) PTO days to use in the same year as indicated in the Paid Time Off section below. In this case, employees will have access to their Sick Leave bank prior to using the reserved PTO day(s).

### **Sick Leave Donation Bank**

From time to time, employees face serious "out of the ordinary" medical situations. If an employee has exhausted all paid time off (PTO, Sick Leave, and Vacation Leave), they may request a donation from the district Sick Leave Donation Bank.

The employee should submit their request to the Talent & Culture department and indicate the "out of the ordinary", serious medical situation. The request will be reviewedreviewed, and the approval or denial will be communicated to the employee.

"Out of the ordinary" is defined as a serious, non-routine medical condition or situation that results in a significant disruption to an employee's or their immediate family member's health and requires the employee's absence from work due to their own or their child or spouse's critical health needs. This includes, but is not limited to, a cancer diagnosis that requires treatment or surgery, a life-threatening illness or injury, unexpected or sudden medical emergency, etc. Examples that would generally *not* qualify may include common illnesses and surgical procedures, routine medical procedures, short-term recovery from a minor injury or illness, etc.

Employees are eligible for the following:

- Up to 10 days for their own serious "out of the ordinary" medical situation.
  - If an employee has been previously given 10 days out of the donation bank and they have a new serious "out of the ordinary" medical situation, they are eligible for an additional 5 days.
- Up to 105 days for their child's "out of the ordinary" medical situation.
  - Child must be under the age of 18.
- Up to 5 days for their spouse's "out of the ordinary" medical situation.

The number of days listed above is the maximum number of days an employee is eligible for in each donation period. A donation period starts when the bank is replenished with donations and ends when the District decides to open the bank again for additional donations. The current donation period started with the 2020-2021 school year.

## **Paid Time Off (PTO)**

### *Benefit Description*

PTO provides a bank of leave time for employees to use at their discretion when requesting time away from work. PTO is designed to increase flexibility and choice by empowering employees to prioritize elements of their flexible compensation and positively influence their work-life balance. Employees in the following categories receive the stated number of PTO days at the start of each school year:

52 Week Administrators 52 Week Salary 52 Week Hourly Buildings & Grounds	Extended SY Administrators Extended SY Salary Extended SY Hourly	Teachers School Year Hourly School Nutrition
15	13	11

Employees that are not full-time (8 hours per day), will receive the same number of days, however, the hourly equivalency will be based on the number of hours per day they are scheduled to work (ex. 6 hours per day equals 6 hours per PTO day for a total of 66 hours for the school year).

Returning employees and new certified employees who start on the first day of the work year will receive the annual allocation of PTO days to use immediately.

New non-certified employees will be allocated two (2) days of PTO for use in their first 60 calendar days of employment. The employee's remaining PTO allocation will be allocated after the 60-day probationary period.

New employees hired after the first day of the work year will receive a prorated number of PTO days based on the number of remaining workdays. For example, if the employee will work 138 days out of the 184 scheduled days for their position, the prorate would be calculated as  $138/184 \times 11 = 8.25$  days (then converted to hours, rounded up to the nearest hour).

New employees hired less than two weeks prior to the last scheduled workday of the year for their position will not receive a PTO allocation until the start of the following year.

### *Guidelines*

A reason is not required when requesting pre-planned PTO. PTO requests will be approved/denied by the employee's supervisor in the order received without detriment to the learning or work environment. The supervisor will determine if the request is approved or denied based on the needs of each building and department at the time of the request. The operational needs of the building or department will be taken into consideration prior to approving or denying a request for PTO.

PTO requests that are less than a full workday in duration may only be taken in increments of one hour. For PTO requests that are a full workday in duration, employees will use the number of hours they are scheduled to work (ex. 5.5 hours). Employees requesting between 3-5 days of pre-planned PTO are advised to submit their request in Skyward as soon as possible, preferably two weeks or more notice.

It is recommended that absence requests for PTO be entered into Skyward and Frontline/Aesop (if a substitute is needed) at least 72 hours prior to the day being requested off (except in the case of illness or emergency), to give the supervisor time to review the request. See below sections for department-specific guidelines.

In the case of illness or emergency, employees are required to contact their supervisor immediately and if possible, at least two (2) hours before the start of the workday. The time off request must be entered into Skyward and Frontline (if a substitute is needed) prior to the start of the workday.

Employees may request a maximum of five (5) consecutive days of pre-planned PTO. PTO used before and after a break (Thanksgiving Break, Winter Break, Spring Break) is considered consecutive and may not exceed five (5) days total.

Employees may exceed the maximum 5 consecutive days of PTO if it is for a sick- or medical-related reason. The employee may be required to apply for FMLA and/or provide medical certification if using more than 5 consecutive days of PTO.

As with Sick Leave, the District may require a certification by a medical provider after an employee has been absent for an illness or another medical reason. All medical certifications must be kept in the employee's medical file. The District may question or investigate the use of sick-related PTO. Any employee obtaining Paid Time Off benefits by fraud, deceit, or falsified statements shall be subject to disciplinary action.

If pre-planned PTO absences deplete an employee's total balance for the year and prior to those pre-planned absences an employee needs to use an unplanned PTO day (examples: employee becomes ill, has an emergency, sick family member, etc.) a PTO day must be canceled and applied to the unplanned day. For example, an employee pre-plans and schedules their total allocation of PTO days in advance to go on a vacation in February. In November, the employee calls in sick. A PTO day will be taken from the pre-planned absences and will be applied to the sick day. Therefore, the day that was canceled will be a leave without pay day if the employee still wants time off. As mentioned above, employees cannot access their Sick Leave bank until all PTO has been exhausted.

For FMLA-related absences that are the same or longer than the employee's remaining PTO balance, employees will be allowed to reserve up to two (2) days of their PTO for future use (after their FMLA absence(s)) within the same school year. The reserved PTO day(s) will no longer hold a cash value and cannot be paid out if unused. The employees that use this option will have access to their Sick Leave bank prior to using the reserved PTO day(s) since the days no longer hold a cash value. If the reserved PTO day(s) are not used by the end of the fiscal year, they will automatically roll into their Sick Leave bank (unless their bank is at the maximum number of days, then in this case the day(s) will be forfeited).

Technology Department Guidelines:

It is recommended that absence requests for PTO be entered into Skyward and at least ten (10) days prior to the day being requested off (except in the case of illness or emergency), to give the supervisor time to review the request. If the request is submitted less than five (5) days in advance the approval will be subject to the ability to provide coverage.

In reference to pre-planned absences, no more than the following # per work area can take PTO on the same day. At the discretion of the supervisor, the daily PTO limit may be exceeded due to extenuating circumstances. This can be modified at the discretion of the supervisor when students are not present (extended breaks, summer).

<b>Building Technicians</b>	<b>Networking Team</b>	<b>Data Team</b>
2	1	2

Buildings & Grounds Department Guidelines:

It is recommended that absence requests for PTO be entered into Skyward and at least ten (10) days prior to the day being requested off (except in the case of illness or emergency), to give the supervisor time to review the request. If the request is submitted less than five (5) days in advance the approval will be subject to substitute availability.

In reference to pre-planned absences, no more than the following # per building and per the department district-wide can take PTO on the same day. At the discretion of the supervisor, the daily PTO limit may be exceeded due to extenuating circumstances.

<b>Days All Buildings When Students are Present</b>	<b>Days District-wide When Students are Present</b>	<b>Nights All Buildings When Students are Present</b>	<b>Nights District-wide When Students are Present</b>
1	2	1	4

School Nutrition Department Guidelines:

It is recommended that absence requests for PTO be entered into Skyward and at least 5 days prior to the day being requested off (except in the case of illness or emergency), to give the supervisor time to review the request. If the request is submitted less than 5 days in advance the approval will be subject to substitute availability.

In reference to pre-planned absences, no more than the following # per building and per the department district-wide can take PTO on the same day. At the discretion of the supervisor, the daily PTO limit may be exceeded due to extenuating circumstances.

<b>All Buildings</b>	<b>District-wide</b>
1	3

Building Guidelines (Teachers & Support Staff):

In reference to pre-planned absences, no more than the following # per building can take PTO on the same day. At the discretion of the supervisor, the daily PTO limit may be exceeded due to extenuating circumstances.

<b>Building</b>	<b>Maximum Per Day</b>
Elementary Schools (besides HA, ODY)	2 teachers and 2 support staff
Hatley Elementary	1 teacher and 1 support staff
Odyssey Elementary	1
Middle School	3
Junior High School	3 teachers and 3 support staff
Senior High School	4 teachers & 5 support staff*
Idea School	1

\*Requests may be denied if there are multiple requests from the same department (example, SPED, front office, etc.) even if the daily maximum has not been reached for the building.

#### Payout/Conversion of PTO

Each PTO day has a cash value of \$20.00 per hour (value is subject to change based on district budget allocations). At the end of the work year, employees may request any unused PTO days be paid out or rolled into their Sick Leave bank, subject to the maximum. PTO days will not roll over as PTO days to the next work year. 52 Week Hourly, 52 Week Salary, Buildings and Grounds, Extended School Year Administrators, Extended School Year Hourly, Extended School Year Salary, School Nutrition, School Year Hourly, and Teachers are eligible for a PTO payout. All employees are eligible to roll unused PTO days into their Sick Leave bank.

Employees will be provided with an electronic form near the end of the school year to allocate any remaining cash value or convert unused time to their sick leave bank. Cash value will be paid on a payroll date in June or July. The date will be determined annually, and the Talent & Culture department will notify all employees.

If an employee does not make a decision regarding unused PTO, the days will automatically roll over to the employee's individual Sick Leave bank. If the employee's individual Sick Leave bank has reached the cap, the employee will receive a pay out of the unused PTO days if they are eligible. If the employee is not eligible for a payout, the unused PTO will not roll (carry over) into the next work year and will be forfeited.

Since employees are given the option/discretion to convert unused PTO to cash, the payment is not WRS reportable earnings. In cases of resignation, retirement, or layoff, unused PTO days will be paid out on the employee's last paycheck and will not be WRS reportable earnings.

Each PTO day has a cash value and is only valid during the year they were earned. If PTO days are converted into Sick Leave (rolled into employee's Sick Leave bank), they do not retain their cash value.

### *Upon Termination of Employment*

In cases of resignation (in addition to giving a two-week notice), retirement, or layoff, PTO days not used prior to the last date of employment (subject to prorate below) will be paid out on the employee's last paycheck at the PTO cash value rate. In cases of termination or non-renewal, a payout of unused PTO days will not occur.

Employees cannot extend their last day of employment by using PTO and/or Vacation Leave after their last day worked. Extenuating circumstances may be approved by Talent & Culture.

If an employee does not work the entire year for which the PTO was allotted, the PTO the employee is entitled to may be prorated. Any PTO from the prorate that the employee did not use will be paid out at the PTO cash value rate on the employee's last check. If an employee used more PTO than the prorate, the employee may be required to reimburse the District.

PTO may be prorated based on how many days of the work year for their position that the employee worked. For example, if the employee worked 138 days out of the 184 scheduled days for their position and they received 11 days of PTO at the start of the year, the prorate would be calculated as  $138/184 \times 11 = 8.25$  days (then converted to hours, rounded up to the nearest hour).

### **Vacation Leave**

52 Week Hourly, 52 Week Salary, and Buildings & Grounds employees are eligible for Vacation Leave. 52 Week Administrators should review their individual Administrator Contract.

Upon Hire: Fifteen (15) days (prorated from the date of hire through June 30<sup>th</sup>)

The Start of the Second Year in the District: Fifteen (15) days

The Start of the Tenth Year in the District: Twenty (20) days

The Start of the Twentieth Year in the District: Twenty-five (25) days

Years in the District is based on regular employment and does not include time in seasonal, occasional, or non-benefit eligible positions (ex. substitutes).

Employees that are not full-time (8 hours per day), will receive the same number of days, however, the hourly equivalency will be based on the number of hours per day they are scheduled to work.

Employees who start on the first day of the work year will receive the annual allocation of Vacation Leave to use immediately. New employees hired after the first day of the work year will receive a prorated number of Vacation Leave hours based on the number of remaining workdays. New employees hired less than two weeks prior to June 30<sup>th</sup> will not receive a Vacation Leave allocation until the start of the following year.

Vacations shall be scheduled in the automated system and require the approval of the employee's supervisor. Unused vacation will not roll (carry over) into the next work year. Unused days will be forfeited.

**Special Note: Any employee whose current vacation time exceeds the above outline schedule (years worked and time off) shall be grandfathered until such a time that years worked in the District afford them additional vacation based upon the above schedule.**

All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation except any employee who is laid off, or who quits in addition to giving a two-week notice shall be paid earned, but unused vacation (subject to proration). If an employee is terminated, they are not entitled to a vacation pay out.

Employees cannot extend their last day of employment by using PTO and/or Vacation Leave after their last day worked. Extenuating circumstances may be approved by Talent & Culture. If an employee does not work the entire year for which the vacation was allotted, the vacation the employee is entitled to may be prorated. Any vacation from the prorate that the employee did not use will be paid out on the employee's last check. If an employee used more vacation than the prorate, the employee may be required to reimburse the District.

### **Proration Schedule:**

Vacation may be prorated based on how many days of the work year for their position that the employee worked. For example, if the employee worked 195 days out of the 260 scheduled days for their position and they received 20 days of Vacation Leave at the start of the year, the prorate would be calculated as  $195/260 \times 20 = 15$  days (then converted to hours, rounded up to the nearest hour).

### *Buildings & Grounds Employees only:*

Vacation days may be used:

- During the months of June, July, August, or when teachers are not working.
- During the school year when students are not present.
- During the school year on days with scheduled student/staff breaks.
- During teacher grading days.
- During teacher professional development days.
- Two student contact days, more than two would require pre-approval from supervisor

Vacation days must be entered into Skyward by August 30 for the upcoming school year. Once vacation days are entered into Skyward, occasional changes may be made with supervisor approval.

The District may, at its discretion, allow more than one custodian per building be on vacation at the same time. Vacation scheduled any other time shall be by mutual agreement between the District and the employee.

### **Paid Holidays**

Employees that are eligible for paid holidays are not required to work and will be paid their normal day's pay for the holidays indicated below. If the holiday falls on a Saturday or Sunday, the District will determine the day the holiday will be allowed. Employees on unpaid non-FMLA leave will not be eligible for paid holidays.

#### **52 Week Administrators, 52 Week Salary, 52 Week Hourly, and Buildings & Grounds**

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

For Buildings & Grounds employees only, double time will be paid for any work performed on holidays.

#### **School Year Hourly, Extended School Year Hourly, and School Nutrition**

Labor Day	Christmas Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving	

#### **Teachers**

Labor Day
Thanksgiving
Memorial Day

### **Leaves of Absence**

See Policies 3430 and 4430 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

A leave of absence without compensation and benefits for a period of up to one (1) semester or one (1) school year may be considered provided a suitable replacement can be obtained. Request for leave of absence shall be made to the Director of Talent and Culture by March 1 of the year preceding the year that the leave commences.

### **Leave Without Pay**

Should a situation arise where all PTO, Vacation Leave, and any remaining Sick Leave has been depleted, or the absence does not qualify for use of Sick Leave, the employee should contact their supervisor and the Director of Talent and Culture. Depending on the unique circumstances, additional time off may be granted and would be unpaid. The employee will then enter their unpaid time off in Skyward.

Leave Without Pay cannot be used before PTO and/or Sick Leave is exhausted (if absence reason is eligible for Sick Leave usage) unless employee is on approved Wisconsin FMLA. Leave Without Pay cannot be used before Vacation Leave is exhausted unless employee is on approved Wisconsin and/or Federal FMLA.

If an employee is absent for a sick-related reason and has exhausted all of their PTO, Vacation Leave, and any remaining Sick Leave from their individual Sick Leave bank, approval is not required via the above process. The



employee will need to notify their supervisor and enter their unpaid time off in Skyward. As with Sick Leave, the District may require a certification by a medical provider after an employee has been absent for an illness or another medical reason. All medical certifications must be kept in the employee's medical file. The District may question or investigate the use of sick-related Leave Without Pay.

Employees with excessive absences may be subject to disciplinary action (refer to the Attendance section of the Handbook).

### **Inclement Weather Day Guidelines**

~~Non-Exempt (hourly) School year and Extended School Year hourly~~ employees ~~that~~ are not ~~scheduled~~ required to work on inclement weather days and are not paid if they do not work. ~~However, these employees have the option of working their normal daily hours or partial hours if they wish to do so. Employees electing this option should contact their supervisor to be assigned work. These employees also have the option to~~ submit a PTO request if they would like to be paid for the inclement weather day. ~~However, they may submit~~

~~Year-round hourly Other hourly employees~~ (and year-round salaried employees) ~~that are scheduled~~ are required to work on inclement weather days and will need to use PTO or Vacation Leave if they are unable to work part or all of the inclement weather day.

Teachers and Extended School Year salaried employees are paid for inclement weather days (non-virtual learning days) and PTO is not required to be used. If the inclement weather day is a virtual learning day and the teacher or Extended School Year salaried employee is unable to work part or all of the virtual learning day, they will need to use PTO (or other time off if applicable).

### **Unrequested Leaves of Absence/Fitness for Duty**

See Policies 1461, 3161, and 4161 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

### **Jury Duty Leave**

Employees of the District who are selected for jury duty are required to serve according to Wisconsin State Statutes. Employees who are selected for jury duty shall notify their supervisor as soon as possible each time that they are called for possible service.

Staff members who are not placed on the jury shall notify their supervisor and return to their assignment immediately. If a staff member is actually seated on the jury, he or she shall also notify their supervisor. When released from jury duty, employees shall immediately notify their supervisor, return to their work assignment and complete the scheduled work day unless there is less than one (1) hour before the end of their work day. In all cases, the supervisor shall notify the Director of Talent & Culture. Second and third shift employees only need to report to work after being released from jury duty if they are short of 8 hours for the day (i.e., if their Jury Duty service is 6 hours, they need to work 2 hours of their regular shift).

Compensation arrangements: employees called for jury duty shall be paid their regular earnings. Staff members must submit a check for the amount of jury duty fees (not including travel allowance) to the Business Office within one week after they have been paid by the County or the amount will be deducted from their subsequent check.

See Policies 3431 and 4431 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public> for the fillable Jury Duty – Payment of Fees form.

### **Bereavement Leave**

See Policies 3431 and 4431 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

In case of death in the immediate family of the employee (spouse, child, parent) employees will be granted a maximum of five (5) working days off at the normal rate of pay, exclusive of overtime, upon notification of their immediate supervisor to attend services and manage details the week of or after the death.

In case of death in the family of parent-in-law, sibling, sibling-in-law, grandparent, grandchild, or a relative with whom the employee lives, employees will be granted a maximum of three (3) working days off at the normal rate of pay, exclusive of overtime, upon notification of their immediate supervisor to attend services and manage details the week of or after the death.

Funeral leave of one (1) day with pay shall be granted to attend the funeral services of the employee's uncle, aunt, niece, nephew, great grandparent, and grandparent-in-law. This provision shall not be applicable if the funeral is on the weekend.

Other relatives of the employee or relatives of the employee's spouse, other than those listed above, do not qualify for bereavement leave. An employee may request to use their PTO if they would like to attend the funeral services.

This provision shall not be applicable if an employee is on leave-of-absence (FMLA or non-FMLA), paid sick leave, PTO, or vacation.

Upon advance written approval of the Director of Talent & Culture, an employee shall be granted reasonable time off with pay up to a maximum of eight (8) hours for pallbearer duties.

The Superintendent may approve additional time off on an individual basis.

#### **Bereavement Leave Table**

<b>Current Relationship to Employee (Biological/Adoptive/Step)</b>	<b>Days of Leave</b>
Spouse	5
Child	5
Parent	5
Parent-in-Law	3
Sibling	3
Sibling-in-Law	3
Grandparent	3
Grandchild	3
Relative with Whom Employee Lives	3
Grandparent-in-Law	1
Great Grandparent	1
Aunt/Uncle	1
Niece/Nephew	1

#### **Organ Donor Leave**

See Policies 3431 and 4431 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

The Bone Marrow and Organ Donation Leave Act requires all employers with 50 or more permanent employees must allow employees up to six (6) weeks leave in a 12-month period for the purpose of serving as a bone marrow or organ donor, if the employee provides his or her employer with written verification that the employee is to serve as a bone marrow or organ donor. Leave may be taken only for the period necessary for the employee to undergo the donation procedure and to recover from the procedure.

The law applies only to an employee who has worked for the employer more than 52 consecutive weeks and for at least 1000 hours during that 52-week period.

The law also requires that employees be allowed to substitute paid or unpaid leave provided by the employer for Wisconsin Family and Medical Leave. Please contact Talent & Culture for further details.

#### **Family Medical Leave**

See Policies 1630.01, 3430.01, and 4430.01 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

A copy of the policy shall be available to employees upon request.

To request Family and Medical Leave, employees will log in to the District web site at <http://personnel.dce.k12.wi.us/> and go to the Family Medical Leave Act (FMLA) Time Off Request link. Directions for submitting a request for FMLA leave are located there.

Legal citations: Wis. Stat. 103.10(14), 29 U.S.C. 2601, 29 C.F.R. 825

#### **Other Employee Leaves**

See Policies 3431 and 4431 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public> for the following:

Volunteer Firefighter, Emergency Medical Technician, First Responder, or Ambulance Driver  
Leave for Voting  
Election Official Leave  
Leave to Testify

## Benefits Applicable to Regular\* Employees

\*Regular employees are those that are not seasonal, occasional, casual, coaches, or substitutes.

Only regular employees are eligible for the following benefits. However, other employees may be eligible for Wisconsin Retirement System, Life Insurance, and Health Insurance if they meet federal and/or state eligibility requirements. All employees are eligible to contribute to 403(b) and 457 plans.

Benefit eligibility and benefit FTE are calculated based on scheduled hours for the employee's primary regular position. Additional hours from other assignments (i.e., coaching, co-curricular advising, summer programming, etc.) are not included when determining benefit eligibility and benefit FTE.

### **Insurance Coverage**

Contact the Talent & Culture Department for more specific coverage information. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

#### **Cafeteria Plan/Flexible Spending Account**

##### **Accident Insurance**

The Board offers regular employees whose primary position is scheduled to work 600 hours or more per year the opportunity to purchase Accident Insurance. The plan provides benefit payments to covered individuals who seek medical care following an accident or injury. Benefits under Accident Insurance will be governed by the plan document. Accident Insurance coverage is 100% employee funded with monthly premiums varying by coverage election amount.

The District will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account [FSA] under applicable sections of the Internal Revenue Code (§ 105, § 106, § 125 and § 129) to eligible employees to permit employees to reduce their salary and contribute to an FSA to cover the following expenses:

- Dependent care flex plan costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.
- Employees are eligible to participate in a Dependent Care FSA on their date of hire. There is no hourly requirement for the Dependent Care FSA.

##### **Dental Insurance**

The Board offers dental insurance to regular employees whose primary position is scheduled to work 30 hours or more per week. If both husband and wife are employed by the District, only one employee (the subscriber) will be allowed to carry a family dental plan and cover the spouse under their plan. The spouse that is not the subscriber will not be allowed to carry a single plan. Employees working less than 30 hours per week that are currently enrolled in the plan will be allowed to remain on the plan.

##### **Flexible Spending Account – Dependent Care**

The District will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account [FSA] under applicable sections of the Internal Revenue Code (§ 105, § 106, § 125 and § 129) to eligible employees to permit employees to reduce their salary and contribute to an FSA to cover the following expenses:

- Dependent care flex plan costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.
- Employees are eligible to participate in a Dependent Care FSA on their date of hire. There is no hourly requirement for the Dependent Care FSA.

##### **Vision Insurance**

The Board offers employees who work 600 hours per year or more an opportunity to purchase vision insurance. The plan provides benefits for exams, glasses, and contacts. Coverage is available for dependent children until the end of the month in which they reach age twenty-six. This insurance is 100% employee funded.

## Health Insurance

The Board offers health insurance to eligible-regular employees that are scheduled to work 30 hours or more per week. If both husband and wife are employed by the District, only one employee (the subscriber) will be allowed to carry a family health plan. If both husband and wife qualify for insurance and there are no dependents, each employee has the option to take a single health plan. Premiums are calculated based on FTE. -Employees who waive health insurance coverage are eligible for cash-in-lieu, which will be prorated for employees less than 1.0 based on FTE. -

### Liability Insurance

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

## Life Insurance

The Board offers Basic life insurance to eligible employees that are scheduled to work over 880 hours a year. The life insurance policy allows employees to choose to purchase Supplemental, Additional, and/or Spouse/Dependent coverage. If any employee becomes eligible for the Wisconsin Retirement System as required by state statute, that employee will also be offered the life insurance.

### Long-Term Disability

The Board offers long-term disability insurance to regular employees whose primary position is scheduled to work 600 hours or more per year. This plan provides income protection in the event that the employee is ill or injured and unable to work longer than 90 calendar days. The District will pay 10% of the long-term disability premium.

## Short-Term Disability

The Board offers regular employees whose primary position is schedule to -work 600 hours or more per year an opportunity to purchase Short-Term Disability insurance. This plan provides income protection in the event that the employee is ill or injured and unable to work for a short-term period of time. Benefits under Short-Term Disability will be governed by the plan document. Short-Term Disability coverage is 100% employee funded with monthly premiums varying by coverage election amounts.

### Tax Sheltered Annuities (TSA)/Deferred Compensation

The District provides any employee the opportunity to participate in a 403(b) Tax-Sheltered Annuity Plan and/or the Wisconsin Deferred Compensation Plan (457). Plan highlights can be found on the DCE Staff Intranet.

### Vision Insurance

The Board offers regular employees whose primary position is scheduled to work 600 hours or more per year an opportunity to purchase vision insurance. The plan provides benefits for exams, glasses, and contacts. Coverage is available for dependent children until the end of the month in which they reach age twenty-six. This insurance is 100% employee funded.

### Long-Term Disability

The Board offers long-term disability insurance to employees that are scheduled to work over 600 hours a year.

## Wisconsin Retirement System

The Board agrees to contribute the employer's share for eligible employees as required by state statute. The employee shall pay the employee's required WRS contribution as required by state statute. Eligibility is determined by state statute, and Eligible regular employees, and non-regular employees that meet eligibility while employed, will be enrolled automatically.

### Tax Sheltered Annuities (TSA)/Deferred Compensation

The District provides employees the opportunity to participate in a 403(b) Tax-Sheltered Annuity Plan and/or the Wisconsin Deferred Compensation Plan (457). Plan highlights can be found on the DCE Staff Intranet.

## Liability Insurance

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

## **Post-Employment Retirement Benefits for**

Regular employees are eligible for a post-employment HRA benefit. There are two benefit structures, and eligibility is based on most recent hire date in a regular position. Administrators should review their Administrator Contract for vesting and contribution amounts.

### **Employees Hired ~~or Rehired after June 30, 2014~~ Before July 1, 2014**

Employees hired before July 1, 2014 that meet vesting criteria as outlined in the table below will receive a lump sum contribution to a Health Reimbursement Arrangement (HRA) upon retirement.

<b><u>Group</u></b> <b><u>(on date of retirement)</u></b>	<b><u>Age Eligibility</u></b> <b><u>(on date of retirement)</u></b>	<b><u>Years of Service</u></b>	<b><u>District Contribution</u></b>
<u>Teachers</u>	<u>55</u>	<u>15</u>	<u>\$60,000</u>
<u>At-Will Salaried</u>	<u>55</u>	<u>15</u>	<u>\$60,000</u>
<u>Hourly (Support Staff)</u>	<u>57</u>	<u>25</u>	<u>\$30,000</u>
		<u>30</u>	<u>\$40,000</u>
		<u>35</u>	<u>\$50,000</u>

Years of Service will be based on the fiscal school year. Employees will receive one full year of service for the first year they were employed by the District if they started before November 1<sup>st</sup>. Employees hired after November 1<sup>st</sup> will receive one-half year of service. Years of service do not need to be consecutive.

Employees electing to receive benefits under this program shall also be required to sign an individual Voluntary Retirement Agreement and Waiver/Release of Claims waiving any possible claims against the District under the Federal Age Discrimination and Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990 and the Wisconsin Fair Employment Act, as a condition of receiving any benefits contained in this section.

Talent & Culture will notify the employees that have met the vesting criteria at the beginning of each school year.

### **Employees Hired On or After July 1, 2014**

Starting with the 2025-2026 school year, employees hired on or after July 1, 2014 in a regular position will receive an annual defined contribution to a Health Reimbursement Arrangement (HRA). Eligible employees hired on or after July 1, 2014 will also receive a retroactive contribution based on past service since their most recent hire date. This one-time "catch-up" contribution will be distributed at the end of the 2025-2026 school year.

<b><u>Group</u></b> <b><u>(on date of retirement)</u></b>	<b><u>Age Eligibility</u></b> <b><u>(on date of retirement)</u></b>	<b><u>Years of Service</u></b>	<b><u>Annual Contribution</u></b>	<b><u>Maximum District Contribution</u></b>
<u>Teachers</u>	<u>55</u>	<u>15</u>	<u>\$1,000/year</u>	<u>\$60,000</u>
<u>At-Will Salaried</u>	<u>55</u>	<u>15</u>	<u>\$1,000/year</u>	<u>\$60,000</u>
<u>Hourly (Support Staff)</u>	<u>57</u>	<u>25</u>	<u>\$500/year</u>	<u>\$30,000</u>

Years of Service will be based on the fiscal school year. Employees will receive one full year of service for the first year they were employed by the District if they started before November 1<sup>st</sup>. Employees hired after November 1<sup>st</sup> will receive one-half year of service. Years of service do not need to be consecutive.

Employees hired after November 1<sup>st</sup> will not receive an annual contribution for the first fiscal year of their employment.

Employees electing to receive benefits under this program shall also be required to sign an individual Voluntary Retirement Agreement and Waiver/Release of Claims waiving any possible claims against the District under the Federal Age Discrimination and Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990 and the Wisconsin Fair Employment Act, as a condition of receiving any benefits contained in this section.

Talent & Culture will notify the employees that have met the vesting criteria at the beginning of each school year.

Additional Notes:

- Contributions will be made annually at the end of the fiscal year.
- HRA is non-portable; funds remain with the District if the employee leaves before meeting vesting criteria.
- Employees will receive annual statements showing their HRA balance.
- Total years of service to the district with the employee group at the time of retirement will be used to determine eligibility for vesting. However, only the HRA account funded during the employee's most recent period of employment will be available for use upon retirement.

Employees who change employee groups will receive the contribution amount of the group of employment at the end of the year and are subject to the maximum contribution of the group of employment.

## **Voluntary Retirement Incentive**

### **Teachers**

Irrevocable requests for participation in the voluntary retirement plan for teachers that have met the vesting requirements for the post-employment HRA benefit must be filed with the Director of Talent & Culture no later than March 10<sup>th</sup> of the year in which the teacher wishes to retire in order to qualify for the post-employment HRA benefit in that year. This policy shall not apply to any teacher who is discharged or non-renewed.

Teachers who complete and submit the irrevocable retirement form to the Director of Talent & Culture by December 31<sup>st</sup> prior to the year of retirement will receive a \$1000 incentive. This incentive payment will be added to a payroll check in late January or early February.

Teachers who complete and submit the irrevocable retirement form to the Director of Talent & Culture by March 10<sup>th</sup> of the year in which the teacher wishes to retire will receive a \$500 incentive. This incentive payment will be added to a payroll check in late March or early April.

### **At-Will Salary and Non-Exempt (Hourly) Employees**

Employees who have met the vesting requirements for the post-employment HRA benefit are eligible to receive an incentive if they submit their retirement notice 90 or more days prior to their retirement date.

- For employees who submit their retirement notice to the Talent and Culture Department 180 days or more prior to their retirement date will receive a \$500 incentive. This incentive payment will be added to a payroll check within 30 days of receipt of the notice.
- For employees who submit their retirement notice to the Talent and Culture Department between 90 days and 179 days prior to their retirement date will receive a \$250 incentive. This incentive payment will be added to a payroll check within 30 days of receipt of the notice.

All newly hired or rehired employees who begin working in the District after June 30, 2014 will not be eligible for post-employment health, dental, life, or disability benefits when they retire. If an employee retires because of a disability, and is considered disabled, then they may be eligible for post-employment disability benefits.

Additionally, all newly hired or rehired employees who begin working in the District after June 30, 2014 will not be eligible to remain on any of the District benefit plans upon retirement, nor will they receive any premium

credits. Post-employment, all employees will be required to obtain all health-related insurances outside the District's plan(s). COBRA rules apply.

### **Post Employment Benefit: Health Benefit**

Post-Employment Health Benefits				
Group (on-date-of-retirement)	Age Eligibility	Years-of-Service*	Benefit if retiring- prior-to-reaching- the age of- Medicare- eligibility	Benefit if retiring- at/after-reaching- the age-of- Medicare- eligibility
Teachers (DCETA)	55 (before September 1 <sup>st</sup> of the next school year)	15	\$60,000	\$30,000
At-Will Salaried	55 (on-date-of-retirement)	15	\$60,000	\$30,000
Hourly	57 (on-date-of-retirement)	25	\$30,000	\$15,000
Hourly	57 (on-date-of-retirement)	30	\$40,000	\$20,000
Hourly	57 (on-date-of-retirement)	35	\$50,000	\$25,000
General Notes				
For All Employees	Funds will be deposited into personal HRA accounts and can be used for medical premiums only. Medical premiums include health insurance, dental insurance, optical insurance and long-term care insurance.			
Years of service do not need to be consecutive.				

\*Years of Service will be based on the fiscal school year. Employees will receive one full year of service for the first year they were employed by the District if they started before November 1<sup>st</sup>. Employees hired after November 1<sup>st</sup> will receive one-half year of service.

Employees electing to receive benefits under this program shall also be required to sign an individual Voluntary Retirement Agreement and Waiver/Release of Claims waiving any possible claims against the District under the Federal Age Discrimination and Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990 and the Wisconsin Fair Employment Act, as a condition of receiving any benefits contained in this section.

#### **Notification**

Talent & Culture will notify all employees eligible (hired before July 1, 2014, and have met the age eligibility and years of service) for the post-employment benefit at the beginning of each school year.

## **General Provisions for Employees**

### **Wage of New Employees**

The wage for a new employee shall be determined on the basis of qualifications, skills, training, and experience and will follow the Board approved Compensation Plan, which is available on the Staff Intranet. and shall be within the range established for that position.



## **Work Year, Week, Day Schedule**

The number of days per year, hours per day, and workweek schedule for each employee will be determined by the District and communicated to the employee prior to the start of each school year.

School Year Hourly, Extended School Year Hourly, and school year School Nutrition employees scheduled to work more than six (6) or more hours will be required to take a one-half (1/2) hour unpaid lunch break unless determined by supervisor and schedule.

The District will comply with state and federal laws relating to the employment of minors and the hours they may work, including the scheduling of duty-free meal breaks as required.

### **Full Time Employees**

~~The normal work year will be fifty-two (52) weeks, the normal workweek will be forty (40) hours, and the normal workday is eight (8) hours, with one-half (1/2) hour being provided for unpaid lunch break. These hours can be adjusted by the immediate supervisor on the basis of need.~~

### **Part Time Employees**

~~Individuals working less than 2,080 hours will have their work year, week, and day tailored to the District's need. Hourly employees working six (6) or more hours will be required to take a one-half (1/2) hour unpaid lunch break.~~

## **Overtime**

See Policy 6700 at <https://go.boarddocs.com/wi/dcea/Board.nsf/Public>.

### **Mandatory Overtime**

The District may require non-exempt (hourly) employees to work extended hours. Overtime is considered a condition of employment, and refusal to accept it when reasonable notice has been given is cause for disciplinary action, up to and including termination.

### **Consequences of Unauthorized Overtime**

Full time non-exempt (hourly) employees who fail to obtain approval prior to working hours that extend beyond their normal 40-hour workweek will be subject to disciplinary action, up to and including termination.

## **Non-Exempt (Hourly) Employees Use of Electronic Communications Outside**

### **Work Hours**

The purpose of this guideline is to instruct nonexempt employees concerning use of electronic communications devices when not scheduled for work duty.

Employees may perform job duties using a variety of electronic communications depending on the nature of the work and responsibilities involved. Some of the required communication mediums might include cellphones, text messaging devices, computers, and handheld computers such as personal digital assistants (PDA).

As with other types of authorized work, all time spent by non-exempt employees using electronic communications for work purposes will be considered hours worked; the time is compensable and will count toward overtime eligibility as required by law. Therefore, to avoid incurring unnecessary expenses, electronic communications should not be used outside regularly scheduled work hours unless required by management. This includes all types of work-related communication.

Non-exempt employees should not check for, read, send, or respond to work-related e-mails outside their normal work schedules unless specifically authorized based on job duties or direction by administration to do so.

Non-exempt employees using electronic communications for work-related correspondence during unauthorized times may be subject to discipline, up to and including termination for violating this guideline. Supervisors requiring non-exempt employees to use electronic communications for work-related correspondence at unauthorized times are also subject to discipline up to and including termination.

## **Reasonable Assurance**



The District shall inform less than twelve months employees in writing by June 1<sup>st</sup> of each year whether the employee can be reasonable assured of continuing employment for the following year.

### **Performance Reviews**

Employees will be evaluated by their supervisor minimally once every three years. Generally, employees will be reviewed during their first two years of employment and then every three years. Supervisors may evaluate an employee on a more frequent basis as needed.

Documentation of performance will be as follows:

- Administrators will be reviewed every year and documented using a narrative-based format.
- Teachers will be evaluated following Educator Effectiveness guidelines and documentation as required by DPI.
- Certified staff evaluations that do not follow Educator Effectiveness will be documented using a narrative-based format.

Support staff will be evaluated using the District review forms.

## **Provisions for School Nutrition Employees**

### **Profit-Sharing Plan for Fund 50**

~~All members of the School Nutrition department (those employees with at least 50% of their time coded to Fund-50) are eligible for the profit sharing\*. The amount received by each employee will be allocated based on their years of service at the District (employees with longer tenure will receive a higher bonus). To receive a share of the profits, the employee must work through the last expected workday of the school year. Profit-sharing will only be distributed if the fund balance is in excess of the allowed amount by DPI and the profit distributed will not reduce the fund balance below the required level.~~

~~\*Any employee that takes Leave Without Pay (LWOP) during the school year will automatically be disqualified from receiving a share of the profit. Any employee that takes LWOP while on approved FMLA will not be disqualified.~~

### **Certification**

~~Any employee who earns and maintains certification in the School Nutrition Association for a complete school year will receive a lump sum payment of \$200.00 included with their final paycheck of the current school year. Loss of certification will result in the employee having to start this certification process again as if the employee had never before qualified.~~

### **Free Meals**

Employees will be furnished a daily meal at no charge. The meal must be consumed on the premises. The supervisor will identify what constitutes a meal.

### **Educational Improvement**

Any employee who pursues a course of study approved in advance by the supervisor will receive reimbursement for registration costs. New employees will be required to complete a course in food handling and sanitation as deemed necessary by the supervisor. The District will pay the cost of tuition and compensate the employee their normal rate of pay for scheduled classroom time. The supervisor may require any employee to attend a food handling and sanitation course at any time after initial attendance.

Any employee desiring to become a member of the School Nutrition Association of Wisconsin will have their cost of membership paid for by the District.

## **Provisions for Teachers**

### **Normal Hours of Work**

Regular building hours for teachers shall be eight (8) per day including a duty-free lunch period of at least thirty (30) minutes. The starting and dismissal times, which may vary from school to school, shall be determined by the District. Altered work schedules may be approved by the building principal.

It is understood that the current practice of scheduling parent/teacher conferences, District, and faculty meetings will still be followed.

Teachers will have preparation time built into their daily schedule when at all possible.

### **Compensation**

~~The District will follow the most current compensation model.~~

### **Evaluation**

~~Teacher evaluations will follow the Educator Effectiveness Guidelines.~~

### **Assignments and Transfers**

#### **Assignments**

Grade, subject, and activity assignments shall be made by the District taking into consideration the employee's professional training, experience, specific achievements, and service to the District. Notice of such assignments will be given to teachers as soon as possible.

The District recognizes the importance of high-quality teaching. Secondary level assignments will be made after student registration for courses.

#### **Transfers**

When making transfers, the District shall take the training, experience, specific achievements, service to the District, wishes, and convenience of the employee into consideration; however, it is understood that the instructional requirements and best interest of the school system and the students are of primary importance in making such decisions.

#### **Elementary Only**

When a reduction is needed within a PLC at an elementary building, the District's intent is to move the teacher that will be reduced to another opening in the building or district when at all possible.

Within the PLC where a reduction needs to occur due to a change in number of sections, the teacher with the least district seniority in that PLC will be notified that they will be reduced from the PLC but not necessarily the building. They will be offered the opportunity to move a vacancy in a different PLC within the building. If there is no vacancy within the building, the teacher with the least district seniority in the building will be moved to another open position with the district. The building principal may email the building's teachers to seek volunteers for transfers within the building or to another building if there are openings.

District seniority will be determined by hire date (most recent hire date for rehires with intermittent service) in a certified staff position. If there is more than one teacher with the same lowest district seniority in the PLC, the teacher being reduced from the PLC and/or building will be determined based on licensure and/or the needs of the building and/or district.

If there are no openings within the building or within the district, Policy 3131 Reduction in Staff will apply.

#### **Transfers**

~~When making transfers, the District shall take the training, experience, specific achievements, service to the District, wishes, and convenience of the employee into consideration; however, it is understood that the instructional requirements and best interest of the school system and the students are of primary importance in making such decisions.~~

### **Voluntary Early Retirement**

#### **Application**

Irrevocable requests for participation in the voluntary early retirement plan must be filed with the Director of Talent & Culture no later than March 10<sup>th</sup> of the year in which the teacher wishes to retire in order to qualify for early retirement in that year. This policy shall not apply to any teacher who is discharged or non-renewed.

**Notification**

Talent & Culture will notify all teachers eligible (based on years of service and age) at the beginning of each school year.

**Incentive**

Teachers who complete and submit the irrevocable early retirement form to the Director of Talent & Culture by December 31<sup>st</sup> prior to the year of retirement will receive a \$1000 incentive. This incentive payment will be added to a payroll check in late January or early February.

Teachers who complete and submit the irrevocable early retirement form to the Director of Talent & Culture by March 10<sup>th</sup> of the year in which the teacher wishes to retire will receive a \$500 incentive. This incentive payment will be added to a payroll check in late March or early April.

## Appendix A

### **Board Policy Notices**

The District is required to notify employees of the following policies on an annual basis. Staff may request a copy of any of these policies at any time.

All District policies and administrative guidelines can be found on the district website:

<https://go.boarddocs.com/wi/dcea/Board.nsf/Public>. If you need assistance, please contact Ellen Suckow, Executive Assistant to the Superintendent, at 715-359-4221, ext. 1220.

<b><u>Policy Number</u></b>	<b><u>Policy Title/Information</u></b>
<u>1422,</u> <u>3122, 4122</u>	<p><b><u>Nondiscrimination and Equal Employment Opportunity</u></b></p> <p><u>The Board does not discriminate in the employment of staff on the basis of race, color, national origin, age, sex (including gender 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.), 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 legally protected category in its programs and activities, including employment opportunities.</u></p> <p><b><u>District Compliance Officers</u></b></p> <p><u>The Board designates the following individuals to serve as the District's 'Compliance Officers' (also known as 'Civil Rights Coordinators'; hereinafter referred to as the 'COs').</u></p> <p><u>Sarah Trimner</u></p> <p><u>Director of Talent and Culture</u></p> <p><u>6100 Alderson Street</u></p> <p><u>Weston, WI 54476</u></p> <p><u>715-359-4221 ext. 1225</u></p> <p><u><a href="mailto:strimner@dce.K12.wi.us">strimner@dce.K12.wi.us</a></u></p> <p><u>Kelley Strike, Assistant Superintendent of Operations</u></p> <p><u>6100 Alderson Street</u></p> <p><u>Weston, WI 54476</u></p> <p><u>715-359-4221 ext. 1243</u></p> <p><u><a href="mailto:kstrike@dce.K12.wi.us">kstrike@dce.K12.wi.us</a></u></p> <p><u>Legal citations: Title II, 28 C.F.R. 35.106</u></p>
<u>1422.02,</u> <u>3122.02,</u> <u>4122.02</u>	<p><b><u>Nondiscrimination Based on Genetic Information of the Employee</u></b></p> <p><u>All District requests for health-related information will be accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information.</u></p> <p><b><u>District Compliance Officers</u></b></p> <p><u>The Board designates the following individuals to serve as the District's 'Compliance Officers' (also known as 'Civil Rights Coordinators'; hereinafter referred to as the 'COs').</u></p> <p><u>Sarah Trimner</u></p> <p><u>Director of Talent and Culture</u></p> <p><u>6100 Alderson Street</u></p> <p><u>Weston, WI 54476</u></p>

	<p><a href="tel:715-359-4221">715-359-4221 ext. 1225</a>  <a href="mailto:sttrimner@dce.k12.wi.us">sttrimner@dce.k12.wi.us</a>  <a href="#">Kelley Strike, Assistant Superintendent of Operations</a>  <a href="#">6100 Alderson Street</a>  <a href="#">Weston, WI 54476</a>  <a href="tel:715-359-4221">715-359-4221 ext. 1243</a>  <a href="mailto:kstrike@dce.k12.wi.us">kstrike@dce.k12.wi.us</a>  <a href="#">Legal citations: 42 U.S.C. 2000ff, 29 C.F.R. Part 1635</a></p>
<p><a href="#">1630.01,</a>  <a href="#">3430.01,</a>  <a href="#">4430.01</a></p>	<p><b><u>Family &amp; Medical Leave of Absence (“FMLA”)</u></b>  <a href="#">Legal citations: Wis. Stat. 103.10(14), 29 U.S.C. 2601, 29 C.F.R. 825</a></p>
<p><a href="#">1662,</a>  <a href="#">3362, 4362</a></p>	<p><b><u>Employee Anti-Harassment</u></b></p>
<p><a href="#">2266</a></p>	<p><b><u>Nondiscrimination on the Basis of Sex in Education Programs or Activities (Title IX)</u></b>  <b><u>NOTICE IS HEREBY GIVEN</u></b>  <u>Title IX-Nondiscrimination on the Basis of Sex in Education Programs or Activities</u>  The D.C. Everest Area School District is Committed to providing equal educational and employment opportunities. The District does not discriminate on the basis of sex, including gender or gender identity, in any of its programs or activities, applications for admission, or employment, as required by Title IX and its regulations. Any complaint of sexual harassment or other sex-based discrimination will be taken seriously, treated fairly, and promptly and thoroughly investigated in accordance with <b><u>Board Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities.</u></b>  Upon receipt of a complaint of sex discrimination, the District will investigate the complaint, undertake an objective evaluation of all relevant evidence, and make a determination of responsibility within 90 days. Any inquiries regarding filing a complaint, the applicability of Title IX, or the Title IX grievance procedures may be communicated to the District’s Title IX Coordinators, the Assistant Secretary of the U.S. Department of Education’s Office for Civil Rights, or both. The Following individuals are designated as the District’s Title IX Coordinators.  <b><u>TITLE IX COORDINATORS</u></b>  <u>Gina Lehman</u>  <u>Director of Student Services</u>  <u>6100 Alderson Street</u>  <u>Weston, WI 54476</u>  <u>715-359-4221, ext. 1351</u>  <a href="mailto:gilehman@dce.k12.wi.us">gilehman@dce.k12.wi.us</a>  <u>Sarah Trimner</u>  <u>Director of Talent &amp; Culture</u>  <u>6100 Alderson Street</u>  <u>Weston, WI 54476</u>  <u>715-359-4221, ext. 1225</u>  <a href="mailto:sttrimner@dce.k12.wi.us">sttrimner@dce.k12.wi.us</a></p>

	<p><u>Any person may contact the Title IX Coordinator via phone, email, or in person to file a complaint for sexual harassment or sex-based discrimination. For more information regarding the District's Title IX complaint and grievance procedures, please refer to <b>Board Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities.</b></u></p> <p><u>Legal citations: Title IX, 34 C.F.R. 106.9</u></p>
<p><u>2260,</u> <u>2260.01</u></p>	<p><b><u>Nondiscrimination and Access to Equal Educational Opportunity</u></b></p> <p><b><u>Section 504/ADA Prohibition Against Discrimination Based on Disability</u></b></p> <p><b><u>NOTICE IS HEREBY GIVEN</u></b></p> <p><b><u>Pupil Non-Discrimination</u></b></p> <p><u>It is the policy of the D.C. Everest Area School District that no person be denied admission to any public school, denied participation in or the benefits of any curricular, extracurricular, pupil services, recreation or other program or activity, or otherwise be discriminated against on the basis of race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex, (including gender status, change of sex or gender identity), or physical, mental, emotional, or learning disability (Protected Classes).</u></p> <p><u>The Superintendent or designee shall appoint and publicize the name of the compliance officer(s) who is/are responsible for coordinating the District's efforts to comply with the applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or equal access. Any person who believes that a student has been the subject of prohibited discrimination or harassment shall report the matter to a District Compliance Officer for further processing.</u></p> <p><b><u>COMPLIANCE OFFICERS</u></b></p> <p><u>Gina Lehman</u> <u>Director of Student Services</u> <u>6100 Alderson Street</u> <u>Weston, WI 54476</u> <u>715-359-4221, ext. 1351</u> <u>gilehman@dce.k12.wi.us</u></p> <p><u>Sarah Trimner</u> <u>Director of Talent &amp; Culture</u> <u>6100 Alderson Street</u> <u>Weston, WI 54476</u> <u>715-359-4221, ext. 1225</u> <u>strimner@dce.k12.wi.us</u></p> <p><u>The District's Board policies and grievance procedures relating to pupil nondiscrimination can be located under <b>Board Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity</b> and <b>Board Policy 2260.01 – Section 504/ADA Prohibition Against Discrimination Based on Disability</b>. All reports regarding discrimination or harassment are taken seriously, treated fairly, and promptly and thoroughly investigated, in accordance with the District's grievance procedures.</u></p> <p><u>Legal citations: Section 504, 34 C.F.R. 104.8, Title II, 28 C.F.R. 35.106, PI 9.05</u></p>
<p><u>3217,</u> <u>4217,</u> <u>5772, 7217</u></p>	<p><b><u>Weapons on School Grounds or at School Events</u></b></p> <p><u>Legal citations: Wis. Stats. 120.13, 948.605, 948.61</u></p>

<u>5350,</u> <u>ag5350</u>	<p><b><u>Student Suicide Prevention, Intervention, and Postvention</u></b></p> <p>Teachers must annually be informed of the resources available from the DPI. These are found at: <a href="https://dpi.wi.gov/sites/default/files/imce/sspw/pdf/2025_-_26_Suicide_Prevention_Annual_Model_Notice.pdf">https://dpi.wi.gov/sites/default/files/imce/sspw/pdf/2025 - 26 Suicide Prevention Annual Model Notice.pdf</a></p>
<u>5330</u>	<b><u>Administration of Medication/Emergency Care</u></b>
<u>5517</u>	<b><u>Student Anti-Harassment</u></b>
<u>5517.01</u>	<p><b><u>Bullying</u></b></p> <p>The Board is committed to providing a safe, positive, productive, and nurturing educational environment for all of its students. The Board encourages the promotion of positive interpersonal relations between members of the school community. Bullying toward a student, whether by other students, staff, or third parties, is strictly prohibited and will not be tolerated. This prohibition includes physical, verbal, and psychological abuse. The Board will not tolerate any gestures, comments, threats, or actions which cause or threaten to cause bodily harm or personal degradation. This policy applies to all activities in the District, including activities on school property, including at any of the school buildings or other property used exclusively or in part, whether leased or owned by the District, for the purpose of school-related functions or events; or while traveling to or from school or to and from school-sponsored functions or events; in transporting vehicles arranged for by School District officials. The policy applies as well during activities that occur off school property if the student or employee is at any school-sponsored, school-approved, or school-related activity or function, such as field trips/athletic events where students are under the supervision of school authorities, or where an employee is engaged in school business, or where there is otherwise a connection to the school such that the conduct at issue affects or is intended to affect the student's educational environment.</p>
<u>6700</u>	<p><b><u>Fair Labor Standards Act (FLSA)</u></b></p> <p>Legal citations: Wis. Stat. 104.1, 29 U.S.C. 201, 29 C.F.R. Part 541</p>
<u>8315,</u> <u>ag8315</u>	<p><b><u>Information Management</u></b></p> <p>The Board recognizes its responsibility, in certain circumstances, to maintain information created, maintained, or otherwise stored by the District outside the "Records Retention Schedule" in Policy 8310 – Public Records. In such situations, a "Litigation Hold" procedure will be utilized to identify and preserve information relevant to a specific matter. "Information" includes both paper documents and electronically stored information ("ESI"). When implementing the "Litigation Hold," the District will identify individuals in possession or custody of paper documents, ESI, and electronic media containing ESI, and inform them of their obligation to preserve the documents and ESI outside the "Records Retention Schedule" in Policy 8310. The District will also identify third parties with custody or control over paper documents, ESI, or electronic media storing ESI, and request them to preserve that information. All information falling within a "Litigation Hold," which is under the control of the District, must be preserved in a readily accessible form under the requirements of Policy 8310. Failure to comply with a Litigation Hold notice may result in disciplinary action, up to and including possible termination.</p> <p>Legal citation: F.R.C.P. 34, 37(f)</p>
<u>5505</u>	<p><b><u>Academic Honesty</u></b></p> <p>The Board values honesty and expects integrity in the District's students. Violating academic honesty expectations erodes the trust between teachers and students as well as compromises the academic standing of other students. So that each student learns the skills being taught, and is judged solely on their own merits, the Board prohibits any student from presenting someone else's work as their own, using artificial intelligence platforms in place of one's own work, providing unauthorized assistance to another student, and cheating in any manner.</p> <p>All school work submitted for the purpose of meeting course requirements must be the individual student's original work or the original work of a group of students for group projects. It is prohibited for any student to unfairly advance their own academic performance or that of any other student. Likewise, no student may intentionally limit or impede the academic performance or intellectual pursuits of other students.</p>



