## WONEWOC-UNION CENTER SCHOOL DISTRICT EMPLOYEE HANDBOOK 2014-2015



## WONEWOC-UNION CENTER SCHOOL DISTRICT

## **MISSION STATEMENT**

The mission of the Wonewoc-Center School District is to provide a safe environment which promotes respect and motivates students to learn and to act responsibility. We believe education is the shared responsibility of the student, home, school, and community.

## VISION STATEMENT

The vision of the Wonewoc-Center School District is that all students reach their highest academic potential, develop a set of moral values, have a strong self-esteem and high personal expectations, and tolerance and respect for others. We value the partnership which exists between school, parents and community and the part it plays in realizing this vision.

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## **GENERAL POLICY STATEMENT**

It is the policy of Wonewoc-Union Center School District to provide equal opportunity in employment to all qualified employees and applicants for employment. Positive action is required from all employees to help ensure that Wonewoc-Union Center School District complies with its obligations under state and federal law.

This Handbook is not a contract of employment; the Handbook supersedes all prior personnel policies and procedures, whether written or established by past practice. Because this Employee Handbook is based on District operational policies and procedures, federal and state mandated policies and procedures, and present employee fringe benefit programs which are all to some degree subject to change, this Handbook is also subject to change. In the event that any provision in this Employee Handbook conflicts with any applicable collective bargaining agreement provision, the collective bargaining agreement shall control. The District reserves the right to revise, add, subtract, correct, delete or update any part of the provisions in this Handbook.

Please note that the Board is currently updating its policies and, in the interim, this Handbook shall supersede existing policies to the extent that the policies and Handbook specifically conflict on an issue.

The Board will apprise employees of any changes it makes to handbook provisions in a variety of ways, which may include calling employee meetings, posting notification the changes to the staff bulletin board or electronic version, or emailing employee alerts.

## THE ROLE OF MANAGEMENT

Certain rights and responsibilities are imposed by state and federal laws and regulations. Many of these rights and responsibilities have implications for policies and procedures governing employment. For this reason, the District reserves any and all management rights regarding employees' employment status.

General Guidelines: The role of management includes, but is not limited to, the right to:

- A. Manage and direct the employees;
- B. Hire, promote, schedule, transfer and assign employees;
- C. Lay-off and recall employees;
- D. Discharge employees or take disciplinary action;
- E. Schedule overtime as required;
- F. Develop job descriptions;
- G. Assign work duties;
- H. Introduce new or improved methods or facilities or change existing methods or facilities;
- I. Contract out for goods and services;
- J. Discontinue certain operations;
- K. Direct all operations of the Wonewoc-Union Center School District;

- L. To take whatever action is necessary to comply with state and federal law;
- M. To take whatever action is necessary in situations of emergency.

## **TEAMWORK**

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are:

- A. Getting to know co-workers and their capabilities.
- B. Helping to create a pleasant, caring and enjoyable work atmosphere.
- C. Making use of District technology to effectively communicate with all employees in the District.
- D. Making use of District technology in order to perform all job functions well.

Teamwork is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District's mission.

## LIABILITY INSURANCE

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

## **MILEAGE**

The board prefers that, whenever possible, employees use district-owned vehicles for employment-required travel. The signup is in the district office. If circumstances require an employee to use his or her personal vehicles for school purposes, the district will reimburse the employee for such use at the prevailing IRS allowable mileage rate. Mileage reimbursement must be <u>pre-approved</u> by the Superintendent.

## **TRAINING**

If required by the Employer, the Employer will provide appropriate equipment, uniforms and supplies. The District shall pay expenses and mileage for off-site, out-of-town training that is required and approved by the Employer.

## **LICENSE**

The Employer shall pay the cost of initial DPI certification for special education aides (#883 license) if they have not been licensed in the past and where such certification is required by the Employer for the job assigned to the employee.

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

## **PAYROLL & DEDUCTIONS**

Payroll will be distributed by direct deposit.

<u>Pay Periods</u>: Paychecks will be deposited by direct deposit on the 15th and the last day of the month. Should the  $15^{\text{th}}$  or the last day of the month fall on a weekend, the paychecks will be deposited on the preceding Friday, if possible.

<u>Data Changes</u>: Please notify the Business Manager if any changes occur to your name, home address, telephone number(s), marital status, name or number of dependents, number of tax exemptions, insurance classification, beneficiary changes, or individuals to be contacted in case of emergency. This information is necessary as it may affect your compensation, dependents' eligibility for medical insurance, and other important matters.

<u>Deductions</u>: It is the District's policy to comply with applicable wage and hour laws and regulations. If you have any questions or concerns about your salaried status or you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately raise the matter with the Business Manager who can assist you in understanding the information that is required in order to investigate the matter.

The District is committed to investigating and resolving all complaints as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed; and the Employer will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

## WAGES

The District will comply with state statutes as to employee compensation.

The Board may consider awarding its employees premium pay, merit pay, automatic pay progressions and any other form of supplemental compensation, but state law prohibits the Board from bargaining over anything other than an increase to total base wages for its unionized employees.

## EXTRA CURRICULAR AND ADVISOR PAY: See Appendix A

## PHYSICAL EXAMINATION AND SKIN TUBERCULIN TEST

If required by the school district, the cost of the physical examination shall be paid by the school district. The provider will be selected by the District.

All new staff hires will have to meet all new staff requirements, including but not limited to, a physical examination (including a tuberculin test or chest x-ray), and a criminal background check.

## **FMLA**

Under Federal FMLA, employees may be required to use all accrued paid leave time before receiving leave without pay; under State FMLA, employee may substitute accrued paid leave time or choose to take unpaid leave.

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

<u>Eligibility Notice</u>. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).

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

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

## **LEAVES- FAMILY, MEDICAL & MILITARY**

The district shall grant family, medical and military leaves to qualified employees in accordance with the Wisconsin Family and Medical Leave Law and the Federal Family and Medical Leave Act.

Eligible employees may qualify for unpaid leave under Wisconsin's Family and Medical Leave statute (§103.10, Wis. Stats.) and/or the federal Family and Medical Leave Act. When applicable, the leaves shall run concurrently. Employee rights posters for both laws are in the workplace for reference by all employees. For more information on benefits contact the Business Office/Human Resource Department.

## **LEAVES- JURY DUTY**

Employees who receive a summons to serve on jury duty will be granted jury duty leave when a copy of the summons is delivered to the Business Office.

General Guidelines: Employees must give reasonable advance notice of their intended absence for jury duty. If an employee is dismissed from jury duty on any given day prior to the end of his/her regularly scheduled working hours, he/she shall report to work for the balance of the working day.

The School District will continue to pay the regular salary for any full-time employee while he/she serves on jury duty provided the employee endorses all jury duty pay (other than mileage reimbursement) to the district.

## **BENEFITS- HEALTH INSURANCE & COBRA**

#### Coverage:

Levels of benefits provided and employee participation is determined by the Wonewoc-Union Center School District and applicable state and federal regulations. Employees who are employed more than 30 hours are eligible for coverage if an employee is regularly scheduled for less than 40 hours per week, the district's contribution to the health insurance premium costs will be prorated, consistent with the employee's percentage of employment. The District retains the right to determine insurance carriers, plan design, premium contributions and coverage levels and the right to make changes to all aspects of the insurance benefits it provides to its employees at any time.

#### **Employee Contribution**:

Eligible employees will contribute no less than 12.6% percent of the premium cost of the plan.

#### Cash-Option/In Lieu Of:

If the employee chooses not to participate in the district's health and dental insurance coverage (you must opt out of BOTH), there will be cash in lieu payment determined by the Board of Education.

#### Insurance Continuation:

Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and subsequent amendments to the Act, employees covered under an employer's group health care plan are eligible for continuation of health care coverage under the group plan upon the employee's termination (except for gross misconduct) or reduction in hours.

COBRA regulations also allow the employee's spouse and covered dependents to elect continuation coverage upon the employee's death, divorce or legal separation, an employee's entitlement to Medicare, a dependent's loss of dependent status under family coverage, or the employer's filing of a bankruptcy proceeding.

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

For additional details regarding coverage and premium contributions, contact the Business Manager.

## **BENEFITS- OTHER INSURANCES**

#### **Dental Coverage**:

Levels of benefits provided and employee participation is determined by the Wonewoc-Union Center School District and applicable state and federal regulations. Employees who are regularly scheduled to work more than 30 hours per week are eligible for coverage. If an employee is regularly scheduled to work less than 40 hours per week, the district's health insurance premium contribution will be prorated, consistent with the employee's percentage of employment. The District retains the right to change insurance carriers and to determine plan design and coverage levels.

#### **Employee Contribution:**

The employee is responsible for no less than 12.6% of the coverage.

## WORKERS' COMPENSATION

The District will provide Workers' Compensation as required by law. Any employee who is injured on the job must complete the employee's work injury report prior to seeking medical attention if at all possible. This completed report should be given to the Business Manager or Human Resource Department within 24 hours of your work-related injury.

## **INCIDENTS, ACCIDENTS AND INJURIES**

Any employee involved in an incident, accident or injury, including property-damage only accidents or incidents, irrespective of fault, during working hours or while using any District-owned machinery, vehicle or other property, shall report the incident, accident or injury to the District Office within 24 hours (excluding weekends and holidays) of the occurrence of the incident, accident or injury.

## TAX SHELTERED ANNUITY (TSA)

A TSA program will be available to employees in accordance with the District's policies governing the 403(b) program. See the Human Resource Department for packets of information.

## **CAFETERIA PLAN/FLEXIBLE SPENDING PLAN**

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, §129) to permit employees to reduce their salary and contribute to an FSA to cover the following expenses:

• Payment of insurance premium amounts (IRC§106);

• An employee may designate, under the flexible reimbursement plan/cafeteria plan, an annual dollar amount for permitted medical and dental expenses not covered by the insurance plan. The amount is subject to the limitations set forth In the Internal Revenue Code (IRC§105, §125).

• An employee may designate, under the flexible reimbursement plan/cafeteria plan, an annual dollar amount for permitted dependent care costs. The amount is subject to the limitations set forth In the Internal Revenue Code (IRC§129).

## WISCONSIN RETIRMENT SYSTEM

The District will comply with the requirements established by state statute and the Department of Employee Trust Funds for contributions to the Wisconsin Retirement System (WRS). The Board shall contribute the employer's share. The employee shall pay the employee's required WRS contribution on a pre-tax basis.

## **CALENDARS**

The school calendar shall be determined by the Board. The calendar shall consist of 180 face-toface days and 10 in-service/holidays, for a total of 190 days. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc. shall be at the discretion of the Board.

## **SUMMER SCHOOL**

Summer School will be determined by the Board of Education.

## **ELECTRONIC MEDIA & SOCIAL MEDIA POLICY**

It is the policy of the District that information, in all its forms, written, spoken, recorded electronically, or printed, will be protected from accidental or intentional unauthorized modification, destruction, or disclosure. All electronic media must be protected from misuse, unauthorized manipulation, and destruction. It is further the policy of the District that employees may not use social media technology to engage in or post communications or material that would violate any Handbook policy, including, but not limited to, using technology to post communications or materials that are derogatory or offensive with respect to race, religion, gender, sexual orientation, national origin, disability, age, or any other legally protected class status.

#### General Guidelines- Electronic Media:

- 1. All employer-provided electronic media systems are the employer's property. Additionally, all messages and files composed, sent or received on these systems are and remain the property of the District. They are not the private property of any employee.
- 2. Use of the district's electronic media systems is reserved solely for the conduct of business, during work hours. However, if employees wish to use these systems during breaks, lunch periods, or before and after regular working hours, they may do so, but employees are specifically prohibited from using these services for any illegal, illicit, immoral or offensive purposes.
- 3. The electronic media systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations.
- 4. The electronic media systems are not to be used to create any offensive or disruptive messages or documents.
- 5. The electronic media systems may not be used to upload, download, send, copy or use copyrighted materials, trade secrets, proprietary financial information or similar materials without prior authorization. If an employee believes that he or she has received or inadvertently downloaded any such materials without authorization, he or she should immediately notify his or her supervisor. Failure to follow this directive may lead to discipline up to and including discharge.
- 6. The District reserves and intends to exercise the right to review, audit, intercept, access and disclose all internet activity and any messages or documents created, received or sent over the employer's electronic media systems for any purpose, and employees should have no expectation of privacy in regard to their use of the district's electronic media or equipment including email.
- 7. The confidentiality of any message cannot be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. Consequently, the district strongly encourages employees to refrain from sending any pupil record information using email or other electronic media. All passwords must be disclosed to management or they are invalid and cannot be used.
- 8. Employees may not modify, delete, or destroy any District document created by any electronic media unless specifically authorized to do so.

#### General Guidelines- Social Media:

- 1. Only on Your Own Time. Unless you have received advance permission from your supervisor or unless such activity is directly related to the performance of your job, you may not engage in social media activity on work time.
- 2. Post as Yourself. Make clear that you are expressing your personal views alone, not those of your employer.
- 3. Be Respectful and Nice. Do not post communications or material that is disparaging, obscene, profane, vulgar, bullying, threatening, or inappropriately inflammatory.
- 4. Use Good Judgment. What you say online is accessible to the public; use good judgment in your communications.
- 5. Obey the Law. Do not post any material that violates the law, such as material that is obscene, profane, defamatory, threatening, harassing, or that violates the privacy rights of someone else. The posting of such material may subject you to criminal and civil liability.
- 6. Don't Expect Privacy. Because your social media communications are publicly available, you should not expect that your communications are private in any way. Once you post something online, it is completely out of your control and generally available to anyone in the world.
- 7. Ask for Guidance. If you have any questions about what is appropriate to include in social media communications, ask your manager.
- 8. Comply with Harassment and Other Policies. Team members may not use social media technology to engage in or post communications or material that would violate any other Handbook policy, including, but not limited to, the Workplace Safety, Discrimination, and Harassment and Retaliation policies.
- 9. Keep Secrets. You must not disclose confidential information.

<u>Duty to Report</u>: All employees have a duty to report any discovered or suspected unauthorized or improper usage of electronic media or social media with impact on the workplace.

<u>Policy Violations</u>: Employees who violate this policy may be subject to discipline, up to and including, immediate termination of employment.

## **POLITICAL ACTIVITIES**

Employees are free to engage in political activity outside of work hours and to the extent that it does not adversely affect the performance of job duties, working relationships or Wonewoc-Union Center School District operations. When engaging in political activity or engaging in discussion of issues of public importance, employees are expected to ensure that their actions and positions are not attributed to the District. District resources may not be used for promoting a particular candidate or political party or for advocating a particular position on an issue that has become identified as the viewpoint of a particular candidate or party.

Definition of "Employer Resources": Employees may not use District resources for political activities. District resources include office supplies, electronic equipment including e-mail, facsimile and photocopying machines, bulletin boards and other public spaces. (Use of bulletin boards requires authorization of Administration and is off-limits to public use.)

Definition of "Political" Activities: "Political" activities include partisan and non-partisan elections and referendums. All "political" activities must be conducted independent of your role as an employee. The following guidelines are not exhaustive, but are intended to help in differentiating between those activities that may be viewed as harmful to workplace functioning and those activities that generally fall outside the "political" activities subject to employer restrictions and intervention. Employees are expected to avoid the following political activities:

• Using working hours or employer resources to solicit money or signatures or to make political contributions;

• Using non-work hours to solicit contributions, signatures or services from other employees who are on work time;

• Posting political materials in areas open to the public (generally, individual work stations that are not available to the public are exempted from this restriction);

Using the employer's mailing address as the return address for political solicitations;
Providing employer mailing lists to any individual or organization for political solicitations if this information is not generally available to the public. The use and distribution of employer mailing lists to outside parties always requires prior authorization including an assessment of whether fees should be charged to cover production costs;

• Providing a forum for an individual candidate to promote his or her campaign without prior administrative authorization and without giving an equal opportunity to other candidates, for the same office, to participate in the forum;

• Political advocacy in the form of clothing items, armbands and buttons that cause a disruption in operations and/or violate the rights of others including the right to be free from discrimination, harassment and intimidation in the workplace.

These guidelines are not intended to discourage discussion of controversial issues in the classroom, where such discussions are consistent with District curriculum guidelines and teaching methods. This policy is not intended to limit the off-duty activities of employees where District buildings and property are made available to community groups for meetings and gatherings.

Nothing in this policy limits the rights of the District to sponsor non-partisan political forums or forums in support of District initiatives, such as building referendums. Nothing in this policy places restrictions on the District's freedom to invite speakers with political associations to forums that are not open to the general public.

## **SOLICITATION (Non-Political)**

In order to help maintain a work environment that protects employees from undue interference while performing their jobs, employees may not orally solicit or distribute written materials for any organization, fund, activity or cause to other employees in work areas while either employee is on working time.

<u>Employees On-duty</u>: Employees may solicit other employees or distribute written materials before or after the normal workday, during normal break or lunch times or any other time when they are not working. These solicitations and literature distribution efforts are not permitted in working areas.

<u>Employees Off-duty</u>: Off-duty employees may not solicit or distribute literature on Wonewoc-Union Center School District premises at any time.

<u>Non-employees</u>: May not solicit or distribute written materials on behalf of any organization, fund, activity or cause. Solicitations for charitable organizations are exempt as long as the organization is sponsored by an employee and prior permission has been secured from management. The same restrictions regarding working time and working areas apply to non-employees.

## **ATTENDANCE**

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

Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for using the appropriate reasons as defined in the *Leaves* section of this Employee Handbook. The District will monitor attendance and absence patterns. Improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work or to report on time on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

## **COPYRIGHT**

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

## **FALSE REPORTS**

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

## **INVESTIGATIONS**

- A. <u>Expectation of Cooperation</u>: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph "B". Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that may result in disciplinary action up to and including termination.
- B. <u>Investigation interplay with potential criminal conduct</u>: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- C. <u>Administrative Leave</u>: The District may place an employee on paid administrative leave during an investigation into alleged misconduct by the employee.

## **PERSONAL PROPERTY**

<u>Liability:</u> The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. This includes any potential damage occurring during a police search of district buildings and grounds. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.

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

## DISCIPLINE

Disciplinary action against employees may be taken for violations of standards of conduct, violations of policies and procedures, or for unsatisfactory work performance. Disciplinary action will typically be taken after an investigation and after giving the employee an opportunity to respond to any and all allegations.

<u>Level of Discipline</u>: The level of discipline imposed will take into consideration the seriousness of the infraction as well as the employee's performance record. When appropriate, discipline should be corrective in nature. At the employer's sole discretion, various types of employee discipline may be imposed which include, but are not limited to, the following: a suspension [unpaid or paid], or a written reprimand. None of these disciplinary measures are required to be used before discharge from employment occurs nor are the listed disciplinary actions required to be used in any specific order. The Employer may repeat disciplinary action.

Employees are expected to work in a competent and conscientious manner, which reflects favorably upon the employee and the Wonewoc-Union Center School District. The following is a list of examples of behavior, which would normally justify disciplinary action.

- Fraud in securing employment
- Incompetency
- Inefficiency
- Unauthorized absences
- Repeated absence or tardiness or improper use of leave
- Neglect of duty
- Insubordination or willful misconduct
- Dishonesty
- Assuming duties while under the influence of controlled substances or intoxicants; or possession of use of intoxicants or controlled substances during working hours
- Conviction of a felony or misdemeanor, the circumstances of which are substantially related to the duties performed
- Negligence or willful damage to property
- Discourteous treatment of the public or fellow employees
- Failure to obtain and maintain a current license or certification as required by law or employer
- Failure to maintain effective working relationships with other employees or the public
- Sexual or other unlawful harassment
- Workplace violence
- Violation of any lawful order, directive, policy, or work rule

The offenses listed above are not intended to be all-inclusive, and discipline or discharge may occur for any other reason depending upon the seriousness of the offense and the particular

circumstances involved.

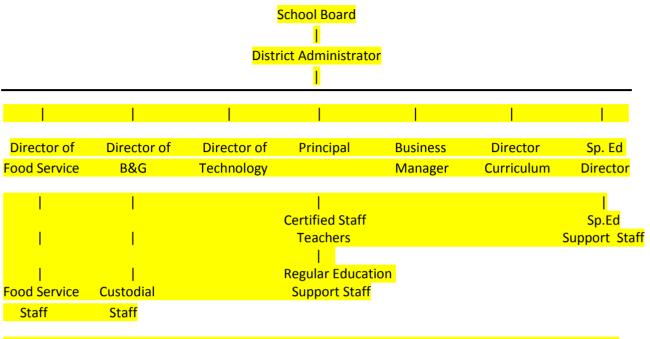
<u>Documentation</u>: All discipline shall be documented with a copy provided to the employee and a copy placed in the employee's personnel file.

Corrective action plans may be used in certain instances at the discretion of the administrator or supervisor.

## WORK STOPPAGE

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

## **CHAIN OF COMMAND**



\*\* The Directors are directly responsible for the individuals as shown and are responsible for providing guidance and direction to all staff in areas of their responsibility.

\*\*Support staff who split between regular education & Sp. Ed. will be assigned to the supervisor as determined by the administration.

## **GRIEVANCE PROCEDURE**

The purpose of this Section is to provide for the exclusive internal method for resolving grievances concerning discipline, termination and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

#### **Definitions**

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

Grievant: A "grievant" may be any employee or group of employees.

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

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

<u>Workplace safety</u>: A grievance over workplace safety may be filed only if the safety of at least one employee is involved; it's filed by the affected employee(s); the individual(s) filing the grievance proposes a specific remedy, and the issue and proposed remedy are under the reasonable control of the District.

#### **Time Limits**

The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.

#### **Grievance Processing Procedure**

Grievances shall be processed in accordance with the following procedure:

**Step One - Informal Resolution**: An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within thirty (30) days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant(s) shall be required to state the

purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant and (if applicable and appropriate) the representative of his/her answer within ten (10) days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file a written grievance.

**Step Two - Written Grievance**: If the grievance is not resolved at Step One, the grievant shall file a written grievance with the immediate supervisor within ten (10) days after the earlier of the following: (1) receipt of the Step One response; or (2) the District's deadline for providing a Step One response (if no response is provided). The written grievance shall include the facts upon which the grievance is based, the issues involved, the Handbook provision alleged to be violated and the relief sought. The grievance shall be signed and dated by the grievant. The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the District Administrator.

If the grievant's immediate supervisor is the District Administrator, the grievant shall skip Step Three and proceed directly to Step Four if he/she is not satisfied with response of his/her immediate supervisor at Step Two (or if no answer is provided in the above timeframe).

**Step Three - Appeal to District Administrator**: If the grievance is not resolved at Step Two, the grievant may appeal the written grievance to the District Administrator within ten (10) days after the response at Step Two or if no response is provided within ten (10) days of the deadline for the response. The District Administrator shall meet with the grievant(s) and/or the employee's designated representative and the principal or immediate supervisor within ten (10) days after receiving the written grievance. The District Administrator shall respond to the written grievance within ten (10) days of the meeting or at a later date as determined by the District Administrator if further investigation is warranted. The District Administrator shall indicate in writing the disposition of the grievance and forward it to the grievant and (if applicable and appropriate) the grievant's representative. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the impartial hearing officer.

**Step Four - Appeal to Impartial Hearing Officer**: If the grievance is not resolved in Step Three, the employee must notify the District Administrator, within ten (10) days after receipt of the District Administrator's answer or if no response is provided within ten (10) days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer.

This step of the process is available only if the alleged violation of District policy or Employee Handbook involves discipline, termination, or workplace safety.

If there is a dispute over the timeliness or the ability to use the grievance procedure on the issue, the Administration shall have the discretion to bifurcate the hearing for the purpose of deciding those issues (i.e. address whether the grievance was filed in a timely manner before hearing the

merits of the grievance or address whether the content of the grievance is properly before the impartial hearing officer).

<u>Step Five – Appeal to Board of Education</u>: If the grievance is not resolved at Step Four, the grievance may be appealed to the School Board within ten (10) days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer's decision to the Board. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing.

#### **Grievant's Right to Representation**

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

#### **Consolidation of Grievances**

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

#### **Group Grievances**

Group grievances involve more than one employee and any of the following: More than one work site; More than one supervisor; or An administrator other than the immediate supervisor

Such grievances may be initially filed at Step Three; however, they shall follow the initial timelines for filing the grievance at steps One and Two above.

## **JOB TRANSFERS & PROMOTIONS**

To permit temporary and permanent job transfers and promotions based on operational needs and based on the employee's relative ability, experience and other qualifications as determined by the Employer. Such transfers and promotions shall not be made arbitrarily or capriciously.

<u>Temporary Assignments</u>: Temporary assignments will normally not exceed sixty (60) calendar days and employees will normally receive their regular rate of pay for the time spent in temporary assignment.

## **JOB VACANCIES & POSTING**

After the district has had the opportunity to exercise its right to transfer existing employees, vacancies or new positions will typically be posted for a minimum of five days if reasonable and appropriate to do so. The Employer retains the right to determine whether and when to recruit outside applicants.

<u>Interview</u>: In most cases, employees who meet minimum qualifications and express written interest will be given the opportunity to interview for the opening. All employees who interview for a position will be notified of selection outcome.

## **LAYOFF & RECALL**

The District retains the right to lay off employees, in whole or in part, and to retain those employees who are most qualified to perform the available work, regardless of their previous length of employment.

The needs of the District shall be the prime consideration used in the District's determination of which employees shall be laid off. The rehiring of employees that have been laid off, shall be determined by the District based on its need for the most qualified person to perform the available work.

## **PERFORMANCE REVIEWS/ EVALUATION**

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

The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented. The frequency of evaluations shall be established at the discretion of the board. Licensed staff shall receive a written evaluation at the end of their first year of employment and at least every third year thereafter to comply with Wisconsin Administrative Code PI 8.01 (2) (q) 1.

The employee shall receive a copy of his or her evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same. The employee may respond in writing with his or her comments attached to the completed evaluation.

## **PERSONNEL FILES**

Reasonable access to personnel records will be authorized in accordance with public records laws and regulations. Any/all personal medical information will be secured in an area separate from the personnel record, with strictly controlled and limited access, in order to protect confidentiality.

Employees, and other authorized viewers of records, shall have the authority to review and copy, but not remove or alter, personnel records. If an employee disagrees with any information in his/her personnel file, the employee may submit a written statement explaining his/her position, which shall be included in the file.

## **PERSONNEL - STUDENT RELATIONS**

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

## SEPARATION FROM EMPLOYMENT

Separation from employment includes, but is not limited to, resignation, retirement, reduction in workforce, failure to return from approved leave, or discharge from employment. Such employment separations may be voluntary or involuntary.

If you decide to voluntarily terminate your employment with the District, we request that you give at least two weeks advance notice so that any necessary replacement employees can be recruited or otherwise assigned.

Upon any separation from employment, compensation and benefits which you have earned and accrued will be credited to you pursuant to law. Your last day worked will in most cases be considered your last day of employment.

The District reserves the right to determine the last day of employment.

Employees leaving employment must return materials, equipment and keys on or before their last day of work.

## WORKPLACE PROTECTIONS AND WORKPLACE SAFETY

#### DISCRIMINATION, HARASSMENT & RETALIATION-FREE WORK PLACE

It is the policy of the Wonewoc-Union Center School District to maintain a safe workplace environment that is free from discrimination, harassment and retaliation. Every employee has a personal responsibility to help maintain a safe and healthful workplace environment. Under federal and state fair employment laws, members of protected classes are shielded from unlawful discrimination in employment. Workplace harassment and discrimination whether engaged in by employees, supervisors or members of the public, will not be tolerated and will subject offenders to disciplinary action or discharge from employment. Retaliatory acts taken against employees for reporting workplace safety issues, harassment or discrimination are prohibited and will subject the offender to disciplinary action or discharge from employment.

<u>Responsibility to Report</u>: It is the responsibility of each and every employee to immediately report to management any and all health and safety issues, discriminatory, harassing or retaliatory conduct which may relate to the work environment whether it occurs on or off the job. Such conduct includes conduct by employees toward other employees, by employees toward students and by members of the public toward employees, which relates to their work.

<u>Definition of Protected Class</u>: The district is an equal opportunity employer. State and federal law prohibits discrimination and harassment based on any protected class including, but not limited to, age, race, color, creed, disability, religion, sex, national origin, ancestry, arrest record, conviction record, marital status, sexual orientation, genetic testing, membership in the national guard, state defense force or any other reserve component of the military forces, for use or non-use of lawful products off the employer's premises during non-working hours.

Definition of Harassment and Acts of Discrimination: Harassment and acts of discrimination to be reported by employees can include:

- A. Unsolicited and repeated derogatory epithets, derogatory statements or gestures made to a person because of his/her protected status.
- B. Any attempt to penalize or punish a person because of his/her protected status.
- C. Creating an offensive and hostile working environment for a person because of his/her protected status, including sexual harassment.

Reports and allegations of workplace harassment and/or discrimination will be subject to investigation by management as soon as reasonably possible. If an employee is found to be responsible for harassment or other discriminatory conduct, then appropriate disciplinary action may be taken, up to and including a termination from employment. However, such action cannot be taken if management is not first made aware of the complaint.

An employee who has a harassment, discrimination or retaliation complaint should immediately report it to their supervisor. The report may be made verbally or in writing. The allegations

should provide sufficient information and detail so that the supervisor can thoroughly investigate the complaint. If the supervisor is the object of the complaint, then the employee should report directly to district administrator.

Upon receiving an employee report of harassment, discrimination or retaliation, the supervisor will take appropriate steps to investigate the complainant's allegations. Such reports shall be kept confidential to the maximum extent possible. An investigation may include interviewing other employees, speaking with the complainant, interviewing members of the public and reviewing documents such as e-mails, letters or memos. Based upon the investigation's outcome, management will take appropriate action to resolve the complaint. A resolution may or may not result in disciplinary action being taken by the employer.

<u>Definition of Workplace Safety</u>: Any unsafe practice or condition, affecting persons, property or equipment, must be repotted immediately to their supervisor. Should a hazardous situation exist, safety concerns always take precedence over continuing operations. The safety of at least one employee is involved and is filed by the affected employee(s); the individual(s) proposes a specific remedy, and the issue and proposed remedy are under the reasonable control of the District.

## HARASSMENT AND BULLYING

# <u>Policy Statement</u>: The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of harassment and bullying.

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

- 1. Unwelcome sexual advances, comments or innuendos;
- 2. Physical or verbal abuse;
- 3. Jokes, insults or slurs based on any personal characteristic (*Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks*);
- 4. Taunting based on any personal characteristic described above in above stated **discrimination & retaliation-free work place** rules.; and/or

5. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

<u>Bullying</u>: is defined as systematic or repeated infliction (or attempted or threatened infliction) of physical harm or psychological/emotional distress on one or more students, staff, or other persons. It involves purposeful or intentional written, spoken, nonverbal, or physical behavior, including but not limited to any threatening, intimidating, insulting, degrading, or dehumanizing conduct, gesture, or communication that has the effect of doing any of the following:

- 1. Substantially interfering with any employee's work or a student's education;
- 2. Substantially interfering with a person's ability to participate in or benefit from any school activity or program;
- 3. Endangering the health, safety, or property of the target(s) of the behavior;
- 4. Creating a threatening, intimidating, hostile, or offensive environment within any District school, activity, or program; or
- 5. Substantially disrupting the orderly operation of the school.

"Cyber-bullying" is defined as bullying that involves the use of digital technologies, including but not limited to, e-mail, cell phones, text messages, instant messages, chat rooms, and social media (e.g., Twitter<sup>TM</sup> or Facebook<sup>TM</sup>). Cyber-bullying is prohibited and treated the same as all other types of bullying.

Bullying is deliberate/purposeful conduct, but intent/purpose may properly be inferred from the totality of the circumstances (e.g., where the behavior is persistent/repeated or where the responsible party reasonably should have been able to foresee the consequences of his/her actions and the manner in which his/her conduct would be likely to be perceived by the target(s) of the conduct).

Bullying can involve direct interaction between the aggressor-bully and the target(s), or it can be indirect (such as orchestrating others to engage in acts of bullying; facilitating bullying conduct by others; etc.).

Not all behaviors that (1) hurt another person's feelings; (2) are a manifestation of an interpersonal conflict; or (3) are in some way unkind amount to acts of bullying. However, such negative behaviors are still a legitimate subject of concern and regulation within the school environment. Further, it shall be a goal of the District's workplace and educational programs to help staff, students and others recognize and acknowledge that even one-time instances of, for example, name calling, negative teasing, put-downs, or excluding others (when inclusion was readily possible) are inappropriate and problematic for a number of reasons.

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

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

## **FIREARMS**

<u>Weapons Prohibition</u>: Firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 120.13(1), 948.60, 948.605, 948.61.

This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this policy (e.g, law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).

## **DRUG AND ALCOHOL PROHIBITIONS**

No employee shall report to work or be under the influence of alcohol, illegal drugs, and unauthorized use of prescription or over-the-counter medication during working hours. This policy includes any paid or unpaid lunch periods as well as training sessions and the working hours of conferences. The sale, possession, transfer or purchase of above mentioned drugs while in the course and scope of employment is also prohibited.

The purpose of this policy is to: a) establish and maintain a safe and healthy work environment,

b) reduce absenteeism and tardiness, and c) improve job performance.

<u>Drug & Alcohol Testing</u>: The Employer may conduct drug & alcohol testing based on reasonable suspicion that the employee under the influence of alcohol or illegal/unauthorized drugs and may conduct testing for employees in testing-designated positions. Any such testing will be done in accordance with established procedures.

## **CERTIFIED INSTRUCTIONAL STAFF** WORK DAY

## Work Day Hours- Full time School Term and Part time School Term (Certified Instructional Staff):

All full-time certified instructional employees will work 7:30 am to 3:30 pm. Other start times may be approved by administration. Administration may call meetings between 7:30 am and 4:00 pm with employees adjusting start and end times on such days.

#### Part-time:

The normal workweek for any part-time employee shall be designated by the Wonewoc-Union Center School District.

The District reserves the right to schedule employees, on an occasional basis, outside the parameters specified in this section when it is deemed necessary to do so.

#### Changes in Schedule:

Should it be necessary in the judgment of the employer to establish daily or weekly work schedules departing from the employee's normal work day or work week, written notice of such change shall be given to the employee affected as far in advance as is reasonably practicable.

#### Preparation Periods:

During the regular work day elementary teachers will normally have <u>235</u> minutes per week of preparation time. Middle/high school teachers and teachers working between the elementary and middle/high school will normally have the equivalent of <u>one class period daily</u>.

#### Student Supervision and Attendance at School Events:

Teachers are expected to participate in extra duties, as assigned or directed, which may include, but are not limited to, student supervision, field trips, school events and parent/teacher conferences.

## LEAVE

School Year Employees (Certified Instructional Staff):

Each employee shall be credited with ten (10) leave days per employment year.

School Year Part-Time Employees (Certified Instructional Staff):

Each employee shall be credited with one (1) day of leave on a prorated basis (equal to percent of FTE). These will be authorized at the beginning of the employment year.

#### Leave Accumulation

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

- When Certified Instructional Staff employee separates from the district, for reasons other than by termination or mid-contract resignations, the Certified Instructional Staff employee will be entitled to a cash pay-out of accumulated leave time at a rate of \$40 per day to a maximum of ninety (90) days for a maximum total of \$3,600. Accumulated leave may only be used for the employee's personal illness or under rules pursuant to FMLA rules and regulations.
- 2) Staff members who have accumulated 90 days will be compensated for unused leave days over 90 days at a rate of \$40 per day by June 30 of the current school year.

Upon separation, if before the end of the school year/contract year, current leave days available will be pro-rated.

#### Leave Usage

- 1) All pre-planned leave must be approved in advance by the administration.
- 2) Return from absence due to illness of 3 days duration or longer must be accompanied by a physician's approval to return to duty.

Whenever the supervisor deems verification appropriate, employee may be required to furnish the district with a certificate of illness signed by a licensed medical professional upon return from an absence due to illness or injury of 3 days duration or longer.

- 3) Whenever the supervisor deems verification appropriate, employee may be required to furnish the district with a return to work letter indicating with or without restrictions.
- 4) Personal Leave may not be approved during the first and last week of school.

## POST EMPLOYMENT BENEFIT

Post Employment benefits shall be available to teachers who qualify for a monthly WRS benefit according to WRS rules and who resign from their regular full-time teaching duties.

<u>Eligibility</u>: Teachers must have taught 15 years in the Wonewoc-Center School District. The teacher must be a minimum 55 years old.

Notice: Teachers who plan to retire shall notify the District of their intent to do so by March 30

of the current school year.

<u>Limitations</u>: Teachers shall only be permitted to retire under this policy if they qualify and apply for a monthly benefit prior to the commencement of the next regular school year.

The Board shall contribute \$6666.67 per year for six (6) years for a total of \$40,000 to the District established Health Retirement Account (HRA). The annual contribution will be deposited in or about July following retirement. Once the benefit money has been deposited into the personal HRA, the money is the employee's. The money in the HRA will go to heirs, upon death, and any remaining payments to the account are null and void.

The HRA is administered by Mid-America. The money can be used for insurance premiums and all qualifying health related costs. (Examples: contacts, glasses, dental expenses, etc.)

Additional plan information is located in the Human Resources-Business Manager's office. The board retains the right to change or eliminate these benefits at any time.

## COLLEGE CREDIT REIMBURSEMENT

All college credits must be <u>pre-approved</u> by the district administrator for credit reimbursement. Credits meeting any one of the following criteria, or that fall within a teacher's area of certification, may be approved for reimbursement:

- 1. Credits in an advanced educational degree program of an accredited college or university which are related to a position held or expected to be held in the district,
- 2. Graduate credits taken in an area of study related to the teacher's teaching assignments and/or in the field of education,
- 3. Undergraduate credits taken in an area of study related to the teacher's teaching assignment

The district administrator, at his or her sole discretion, may also pre-approve credit reimbursement for courses taken to improve coaching performance. Teachers who resign will be required to reimburse the district for credits paid by the district for all courses taken during the summer following their last year of teaching in the District. Approved courses will be reimbursed at the rate of \$110 per undergraduate credit or \$200 per credit for graduate credit for a maximum of six (6) credits per year. Reimbursement will be made by separate check upon receipt of transcript or other evidence of course completion.

## **EXTENDED DAY COMPENSATION**

In the event a teacher is assigned and accepts to cover an assignment to which prohibits receiving the allotted amount of preparation time, the District will pay according to the following formula: (IEP meetings must be required to attend.)

## \$20.00 per hour

(Attendance at school assemblies does not qualify for compensatory time off or pay.)

An employee <u>may choose to take compensatory time off not to exceed 8 cumulative hours or will</u> receive compensatory pay as determined by the administration. Any time that would exceed 8 hours will be paid out in salary. An agreement with the employee to accept compensatory pay, he off must be on file in the District office. If an employee chooses to receive compensatory pay, he or she must add the time to his or her extra-curricular pay sheet and submit it for supervisory and Human Resource Department or Business Manager approval. If an employee chooses compensatory time off, he or she must email notice to the Office Manager or the person who handles his or her leave. Employees must include: (1) the date the work was performed; (2) the name of the person worked for; (3) amount of time worked; and the name of the supervisor who authorized the work. The scheduling of such compensatory time shall be done by the employee's immediate supervisor. Compensatory time earned after May 1, and through the summer, may be redeemed from October 1 through the end of the first semester. The usage of the compensatory time must be agreed upon with the immediate supervisor.

Documentation must be placed on the Extra Curricular pay sheet. This must be signed by your supervisor and submitted to the Human Resource Department or Business Manager. (Excluded from missed prep time or any extra pay is the school assemblies.)

- 1) Detention Coverage after hours starts in conjunction with bus departure time at \$12.00 per hour.
- 2) Curriculum-Data-and similar as approved by the administration is compensated at \$20.00 per hour.
- 3) Conference attendance required by administration on non-contract time is compensated at \$20 per hour.

## RESIGNATION

See individual teaching contract for this information.

Employees leaving employment must return materials, equipment and keys on or before their last day of work.

## **SUPPORT STAFF**

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

## WORK DAY HOURS

Each employee should be fully aware of the work day hours for his or her position including lunch and other breaks. Questions may be raised with the immediate supervisor/director or the District Administrator of schools to guarantee no misunderstandings.

All extra hours worked must have prior written approval by the employee's immediate supervisor/director.

Work time may not be accrued by starting early or staying late (for example using TrueTime) unless scheduled through the immediate supervisor or District Administrator.

| Duties             | General Duration | General Hours                                       |
|--------------------|------------------|---|
| Office Secretaries | up to 12 months  | 7:30-4:30   |
| District Aides     | School year      | 8:30-4:30   |
| Custodians         | 12 months        | 6:30am to 11:00pm<br>As assigned by job description |
| Cooks              | School Year      | 7:00am-2:30pm<br>As assigned by job description     |

\*The intent of this chart is to provide a general concept of when coverage will be available in each area during regular school hours.

\*\*The District reserves the right to schedule employees, on an occasional basis, outside the parameters specified in this section when it is deemed necessary to do so.

Working hours, break(s) and lunch periods will be determined by the immediate Supervisor.

An employee, who works 4 consecutive hours, will be provided one (1) ten (10) minute paid break. Break time will be determined by the immediate supervisor.

Employees who work more than six (6) hours per day are provided a one-half (1/2) hour lunch break as close to the middle of the work shift as reasonable scheduling permits. Lunch times will be determined by the immediate supervisor. No compensation will be received for lunch breaks.

The normal workweek for any part-time employee shall be designated by the Wonewoc-Union Center School District.

## **SUMMER HELP**

Employees who are hired to work during the summer months when school is not in session shall be designated by the Wonewoc-Union Center School District. These hours will be handled outside of the regular contract.

## <u>All extra hours worked must have prior written approval by the employee's immediate</u> <u>supervisor/director</u>.

With prior approval, all hours actually worked over forty (40) hours per week, shall be paid at time and one-half (1-1/2) of the employee's regular straight time hourly rate of pay. For purposes of determining the number of hours an employee has worked in any given week, paid time off (sick leave, personal leave, vacation, holiday, etc.) shall not be included nor counted against the 40-hour workweek for overtime purposes.

Compensatory time at the rate of one and one-half (1-1/2) times the number of overtime hours actually earned may be used in lieu of overtime payment. An agreement with the employee to accept compensatory time off must be on file in the District office. The scheduling of such compensatory time shall be done by the employee's immediate supervisor. Compensatory time earned after May 1, and through the summer, may be redeemed from October 1 through the end of the first semester. The usage of the compensatory time must be agreed upon with the immediate supervisor.

The Employer reserves the right to schedule overtime work as required in a manner most advantageous to the employer and consistent with the requirements of the school district in the public interest. All overtime shall be scheduled and distributed as equally as practicable among employees who, during the regular working hours, customarily perform the work required.

## SCHOOL CANCELLATIONS

School year employees (non-contracted), such as an aide or cook, will not be paid for days when school is closed due to inclement weather or other emergencies as determined by the District Administrator. They may use leave if available; otherwise, it is unpaid.

Twelve-month employees are expected to come to work when school is called off for students. If a twelve-month employee elects to not report to work, he/she may be subject to a wage deduction, or loss of vacation or leave time as selected by the employee. If the employee elects to come in late or leave early, that portion of the day will be deducted from his/her wages, vacation or leave time.

Maintenance and custodial staff are expected to come to work when school is called off for students.

If the District Administrator sends a school year employee or twelve-month employee home, because of inclement weather or other emergency, or school is delayed, that portion of the work day covered by the directive will be deducted from his/her wages or unused vacation time or leave time.

## The school cancellation and use of leave, vacation or wages shall be at the discretion of the District Administrator.

## LEAVE

<u>Full Year Support Staff Employees</u>: Each employee shall be credited with twelve (12) leave days per employment year.

School Year Support Staff Employees:

Each employee shall be credited with ten (10) leave days per employment year.

<u>School Year Part-Time Support Staff Employees</u>: Each employee shall be credited with one (1) day of leave on a prorated basis (equal to percent of FTE).

Leave Days will be authorized at the beginning of the employment year upon the first day of work. Upon separation, if before the end of the school year/contract year, current leave days available will be pro-rated.

#### Leave Accumulation

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

- 1) When a school year Support Staff employee separates from the district, for reasons other than by termination or mid-school year resignations, the Support Staff employee will be entitled to a cash pay-out of accumulated leave time at a rate of \$40 per day to a maximum of ninety (90) days for a maximum total of \$3,600.
- 2) When a full year Support Staff employee separates from the district, after having provided 2-weeks notice, the Support Staff employee will be entitled to a cash pay-out of accumulated leave time at a rate of \$40 per day to a maximum of ninety (90) days for a maximum total of \$3,600.
- 3) Staff members who have accumulated 90 days will be compensated for additional unused leave days at a rate of \$40 per day by June 30 of the current school year.

#### Leave Usage

- 1) All pre-planned leave must be approved in advance by the administration.
- 2) Return from absence due to illness of 3 days duration or longer must be accompanied by a physician's approval to return to duty.

Whenever the supervisor deems verification appropriate, employee may be required to furnish the district with a certificate of illness signed by a licensed medical professional upon return from an absence due to illness or injury of 3 days duration or longer.

- 3) Whenever the supervisor deems verification appropriate, employee may be required to furnish the district with a return to work letter indicating with or without restrictions.
- 4) Personal Leave may not be approved during the first and last week of school.

## HOLIDAYS

12 month Support Staff employees are entitled to the following paid holidays:

New Year's Eve Day New Year's Day Good Friday Easter Monday Memorial Day Fourth of July Labor Day Thanksgiving Day Friday after Thanksgiving Day December 24 Christmas Day

<u>School Year Support Staff employees are entitled to the following paid holidays:</u> Memorial Day Labor Day Thanksgiving Day Christmas Day

Whenever a holiday falls on a Saturday or Sunday, the District Administrator will designate another day as a non-working day. In order to be eligible for holiday pay, an employee must be on the active payroll of the District and must have worked his/her full regularly scheduled workday before and after the holiday, unless excused by the Board for a paid leave. Employees will be compensated for paid holidays at their normal daily rate.

An employee who is called in to work on a holiday shall receive one and one-half times his/her regular straight-time hourly rate of pay for all hours worked.

If a holiday(s) falls internally within a vacation period of the employee, the employee will be paid for the holiday(s), but the holiday(s) will not be counted as used vacation time.

# VACATION

Support staff personnel employed twelve (12) months and working more than four hours per day receive the vacation benefits as follows: (A day is defined as the individual's regular work hours.)

After 1 year of employment—5 days

After 2 consecutive years—10 days

After 5 consecutive years—earn additional vacation day accumulative to a total of 15 days after 10 years.

After 19 consecutive years- earn additional 5 days accumulated to 20 days. \*The most current date of hire is the date used to determine consecutive service.

Vacation days are determined by years of employment based on the employee's date of hire.

Employees shall be granted their vacation days for the year effective on the day immediately following the end of the initial probationary period and on July 1st thereafter.

Vacation days are to be used within 12 months or be forfeited. For example, vacation days are granted on 7/1/12 and shall be used by 6/30/13.

Vacation days may be used for leave if the employee's leave has been exhausted.

Dates for use of vacation days are subject to approval by the employee's supervisor or the District Administrator. Vacation days may be used up to eight (8) hours of vacation time per day off in one hour increments.

Vacation requests must be given 2 days in advance of the date of the vacation.

## POST EMPLOYMENT BENEFIT

Post employment benefits shall be available to support staff who qualifies for a monthly WRS benefit according to WRS rules and who resigns from their regular full-time duties.

<u>Eligibility</u>: Support staff must have worked 15 years in the Wonewoc-Union Center School District. The employee must be a minimum 55 years old.

<u>Notice</u>: Any support staff who plan to retire shall notify the District of their intent to do so at least ninety (90) days prior to their expected date of retirement.

<u>Limitations</u>: Support staff shall only be permitted to retire under this policy if they qualify and apply for a monthly benefit prior to the commencement of the next regular school year.

The Board shall contribute \$5,000 per year for three (3) years for a total of \$15,000 to the District established Health Retirement Account (HRA). The annual contribution will be deposited in or about July following retirement. Once the benefit money has been deposited into the personal HRA, the money is the employee's. The money in the HRA will go to heirs, upon death, and any remaining payments to the account are null and void.

The HRA is administered by Mid-America. The money can be used for insurance premiums and all qualifying health related costs. (Examples: contacts, glasses, dental expenses, etc.)

Additional plan information is located in the Human Resources-Business Manager's office. The board retains the right to change or eliminate these benefits at any time.

## **APPENDIX** A

Additional payment schedule for coaching will be as follows:

| Head Football Coach   | \$2,236 |
|---|---------|
| First Assistant Coach, Football                             | 1,428   |
| Second Assistant Coach, Football                            | 1,428   |
| Junior High Football Coach I                                | 807     |
| Junior High Football Coach 2                                | 807     |
| Head Volleyball Coach                                       | 2,236   |
| J.V. Volleyball Coach                                       | 1,428   |
| C Squad Team Coach  | 1,428   |
| Junior High Volleyball Coach 1                              | 807     |
| Junior High Volleyball Coach 2                              | 807     |
| Head Basketball Coach- boys & girls                         | 2,422   |
| Assistant Basketball-boys & girls                           | 1,521   |
| C Squad Team Coach-boys & girls                             | 1,521   |
| 7th Grade Basketball-boys & girls                           | 807     |
| 8th Grade Basketball-boys & girls                           | 807     |
| 7 <sup>th</sup> & 8 <sup>th</sup> Grade Track- boys & girls | 700     |
| Head Track Coach- boys & girls                              | 1,739   |
| Head Baseball Coach   | 1,739   |
| Head Softball Coach   | 1,739   |
|   |         |

Additional payment for extra duties will be as follows:

| Seventh Grade Advisor 1 | \$337 |
|-------------------------|-------|
| Seventh Grade Advisor 2 | 337   |
| Eighth Grade Advisor 1  | 337   |
| Eighth Grade Advisor 2  | 337   |
| Freshman Advisor 1"     | 337   |
| Freshman Advisor 2      | 337   |
| Sophomore Advisor 1     | 337   |
| Sophomore Advisor 2     | 337   |
| Junior Advisor 1        | 445   |
| Junior Advisor 2        | 445   |
| Senior Advisor 1        | 445   |
| Senior Advisor 2        | 445   |
| Drama Club              | 200   |
| Contest Play Director   | 1,050 |
| Spring Play Director    | 1,050 |
| Forensics 1             | 800   |
| Forensics 2             | 800   |
| Annual Advisor 1        | 800   |

| Annual Advisor 2       | 800  |
|------------------------|--|
| Pep Band Director      | Stipend per performance  |
| Musical                | 1,050  |
| Student Council        | 605  |
| National Honor Society | 605  |
| GT Coordinator         | \$605 if built into schedule/\$1,200 if not in schedule<br>\$3,000 if a non-employee |

Advisor/Coaching pay may be prorated if unable to complete duties due to unforeseen circumstances.

The following will be paid at the rate of \$25.00 per event/ \$8.00 per hour depending on classification, except for tournaments which will be covered under the WIAA Tournament Payment Schedule:

Football -- Yard Markers, Down Markers, Announcer Ticket Sellers -- all sports Building Monitor -- all sports

# **SAMPLE FORMS**

The following forms are used by the district in specific circumstances and may be changed or alternative digital processes may be implemented making the forms obsolete during the term of this handbook.

The forms and processes to be utilized are at the discretion of the administration.

## Extra Curricular Athletic Payroll Sheet SCHOOL YEAR

Name:\_\_\_\_\_

| Coaching:          |        |
|--------------------|--------|
| Sport and Position | Amount |
|                    |        |
|                    |        |
|                    |        |

Other Extra-Curricular Athletic Duties:

| Date      | Duty:<br>(Supervision, Line Judge, Field Markers, etc.) |
|-----------|---|
|           |   |
|           |   |
|           |   |
|           |   |
|           |   |
|           |   |
|           |   |
|           |   |
|           |   |
|           |   |
|           |   |
|           |   |
| Commontoi |   |
| Comments: |   |

Total Expense: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved by Athletic Director:

## Extra Duties Payroll Sheet 2011-2012 School Year

| ate: | Description of Duties: | Number of<br>Hours: | (√) IEP | (√) Missed Prep | (√) Detention | (√) After<br>Hours |
|------|------------------------|---------------------|---------|-----------------|---------------|--------------------|
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               | <u> </u>           |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 |               |                    |
|      |                        |                     |         |                 | 1             |                    |
|      |                        |                     |         |                 |               | <u> </u>           |
|      |                        |                     |         |                 |               | <u> </u>           |
|      |                        |                     | +       | _               |               |                    |
|      |                        |                     |         |                 |               |                    |
|      | Total:                 |                     |         |                 |               |                    |

Total amount of reimbursement:

Signature: \_\_\_\_\_ Approved by: \_\_\_\_\_

#### WONEWOC-CENTER SCHOOL DISTRICT APPLICATION FOR ATTENDANCE AT A CONFERENCE/WORKSHOP

| Name and address of agency conducting program:                                 | Name and address where workshop is being held:   |
|--|--|
|  |  |
|  |  |
| Phone number you can be reached at the day of the worksho                      | p:   |
| Title of Program:  |  |
| Date of Program:   | Hours:   |
| General Topic of Program:  |  |
| Do you need a sub? Yes No  | If yes: All day A.M P.M.   |
| If other, state what hours a sub is needed:                                    |  |
| Approximate costs will be:<br>Registration:<br>Mileage:<br>Other:<br>TOTAL:    | Hotel: Preferred method: Hold room using personal<br>credit card - tell them "tax exempt" and you will bring a<br>check at check-in for the amount from your district. Send<br>Accounts Payable the amount of check needed with<br>documentation and when you need it. |
| Registration:<br>Have you registered? Yes – attach copy of<br>registration for |  |
|  | ist use credit card<br>her – please explain:   |
| My objectives and purpose of attending this conference:                        |  |
| I have not attended a conference this school year.                             |  |
| I have attended a conference before. Number of da                              | iys:   |
|  | Date:  |
| Employee Signature<br>Typing in your name will be the signature.               |  |
| Approved Not Approved Administrate   | or: Date:  |

| Wonewoc-Center School District |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|
| 101 School Rd                  |  |  |  |  |  |  |
| Wonewoc, WI 53968              |  |  |  |  |  |  |
| 608-464-3165                   |  |  |  |  |  |  |

Employee Name (Please print):

Each payday, all employees in the direct deposit program, will receive an "Advice of Deposit" which contains the same information as a check stub. The employee's net wages are placed directly into the employee's personal bank account or savings.

To assure the correct account will be credited attach a voided check or deposit slip for the account below.

|                             | New Enrollment            | Change  |
|-----------------------------|---------------------------|---|
| Financial Institution       | 1:                        |   |
| Routing/Transit Nu          | mber:                     |   |
| Account Number:             |                           |   |
| Type of Account:            | Checking                  | Savings   |
| 🗆 Net                       | pay or \$                 | □ Net Pay or \$   |
| Direct Deposit Effe         | ctive Date:               |   |
| I authorize the School Dist | rict of Wonewoc-Center So | chool District and the financial institution listed above |

to deposit my net pay each payday to the account(s) specified. This authority will remain in effect until I have filed a new authorization. I understand I can change my account or financial institution arrangement by filing a new authorization form. I understand it is my responsibility to file a new Direct Deposit Authorization if I should change my bank or account information.

| 3 A local statement of the second statement of the |     |
|--|-----|
| sbank  | 9 = |

Date

Routing Number Account Number

(http://www.usbank.com/cgi\_w/cfm/personal/products\_and\_services/checking/direct\_deposit\_ps.cfm?WT.mc\_id\_r2947)

You are responsible for answering all questions on the Employee's Work Injury Report accurately and in detail. This will make the processing of your claim both accurate and timely. This completed report should be given to the workers' compensation contact within 24 hours of your work-related injury

|               | Name   |                    |              |              |      | Social Security Number    |           |      |   |   |
|---------------|--|--------------------|--------------|--------------|------|---------------------------|-----------|------|---|---|
| al            | Address  |                    |              |              |      | Birth Date                |           | Sex  | м | F |
| Personal      | City, State  |                    |              |              |      | Zip                       | Telephone | _    |   |   |
| ď             | Married S  | ingle 🗌            | Numbe        | r of Depende | ents |                           | Home/Scho | ol _ |   |   |
|               | Family Physiciar   | ו <u> </u>         |              |              |      | Telephone Number          |           |      |   |   |
| lert          | Job Title  |                    |              |              |      | Employment Date           |           |      |   |   |
| Employment    | Salary/Hourly Ra   | ate                |              |              |      | Hours Worked Per Day      |           |      |   |   |
| \$            | Building Location  | n                  |              |              |      | Time Work Day Begins      |           |      |   |   |
|               | Date of Injury   |                    |              |              |      | Time of Accident          |           |      |   |   |
|               | Where in the fac   |                    |              |              |      | -                         |           |      |   |   |
|               | What were you o  | doing when inj     | ured?        | _            |      |                           |           |      |   |   |
| ŝ             | How did the inju   | ry occur?          |              |              |      |                           |           |      |   |   |
| njury/Illness | Describe the injury or illness in detail and indicate<br>the part of the body affected. (Designate right or<br>left if appropriate.) |                    |              |              |      |                           |           |      |   |   |
|               | Any previous sin   | nilar injury? If y | yes, explair | n            |      |                           |           |      |   |   |
|               | Was this injury w  | vitnessed? If s    | o, by whon   | 1?           |      |                           |           |      |   |   |
|               | Did you lose time  | e from work?       | Yes 🗌        | No 🗌         |      | Date(s) missed            |           |      |   |   |
|               | Have you return  | ed?                | Yes 🗌        | No 🗆         |      | If yes, what was the date | 9?        |      |   |   |
| ment          | Medical Facility   |                    |              |              |      |                           |           |      |   |   |
| Treatmen      | Diagnosis/Care   | Prescribed         |              |              |      |                           |           |      |   |   |
| Contact       | You must notify  | the workers' c     | ompensatio   | on contact,  |      | when you return to work.  | Call ( )  | -    |   |   |
| õ             | Employee Signa   | ture               |              |              |      | Da                        | ate       |      |   |   |

## **Employee's Work Injury Report**

#### WONEWOC-CENTER SCHOOL DISTRICT DISCIPLINARY OFFICE REFERRAL

| Student:  |    |  | Grade: |  | Date: |            |     |  |
|-----------|----|--|--------|--|-------|------------|-----|--|
| Time:     |    |  | Place: |  |       | Staff Memb | er: |  |
| Nature of | of |  |        |  |       |            |     |  |
| Problem   | n: |  |        |  |       |            |     |  |

#### ACTION BY STAFF BEFORE REFERRAL:

| Verbal Warning       | Letter to Parents | Conference with Student  |
|----------------------|-------------------|--------------------------|
| Guidance Referral    | Phone Call Home   | Teacher/Student Contract |
| Teacher/Parent Conf. | Detention         | Other                    |

#### ACTION BY ADMINISTRATION:

|  | Conference with Student    | Phone Call Home      | Suspension - Out-of-School |
|--|----------------------------|----------------------|----------------------------|
|  | Conference with Parent     | Detention            | Suspension - In School     |
|  | Referral to Guidance/Psych | Copy Sent to Parents | Referrals to Police        |

#### COMMENTS

Teacher's Signature

School Official's Signature

# **2014-2015 EMPLOYEE HANDBOOK SIGNATURE PAGE**

I, \_\_\_\_\_, acknowledge receipt of this Employee Handbook. \_\_\_\_\_I am a contracted employee \_\_\_\_\_I am a non-contracted employee

I understand that while the School District of Wonewoc-Union Center believes wholeheartedly in its policies and procedures, many of which are set out in the Handbook, they are not conditions of employment. Rather, the Employee Handbook is simply a means to acquaint me with the School District and its operations, and provide guidelines in regard to its policies and my employment.

I understand that the School District of Wonewoc-Union Center reserves the right to modify, amend, or delete any provisions of the Employee Handbook at any time. I will receive copies of any such modifications, amendments, or deletions.

I understand that this Employee Handbook supersedes all previous manuals, handbooks, and personnel policies that I have received or have been advised of by the District. I also understand that any subsequent revisions to the provisions of this Handbook after I commence my employment will supersede those contained herein.

I understand that unless I am bound by a written employment contract signed and approved by the District, the District follows an employment-at-will policy, such that either the employee or the District can terminate the employment relationship at any time, with or without notice.

Date: \_\_\_\_\_

Print name: \_\_\_\_\_\_

Signature: \_\_\_\_\_

# Must return this copy to the Human Resource Department or Business Manager