

MINERAL POINT SCHOOL DISTRICT BOARD OF EDUCATION

In accordance with Wisconsin Open Meeting Law, residents of the Mineral Point Unified School District will be able to attend the Personnel Committee meeting virtually or in person. However, due to restrictions on public gatherings, only ten individuals, including Board President, Superintendent and Board Secretary will be allowed in the board room for the meeting.

Those who wish to observe the Personnel Committee meeting online can access the meeting at the following link:
<https://zoom.us/j/95836888535?pwd=L294NmMyK3pFZ1lMZS83OVM4UDdaZz09>

Meeting ID: 958 3688 8535

Password: **807258**

The phone number for the meeting: 1 (312) 626 6799

08/06/2020 5:30 PM

I. CALL TO ORDER

II. ITEMS FOR INFORMATION/DISCUSSION

1. Employee Handbook
2. HS Athletic Handbook

III. ADJOURN

MINERAL POINT UNIFIED SCHOOL DISTRICT



Employee Handbook

2020-2021

Employee Acknowledgment

(To be signed and returned to the employee's supervisor.)

I hereby acknowledge that it is my responsibility to access the *Mineral Point Unified School District Employee Handbook* online. My signature below indicates that I agree to read the *Handbook* and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the *District's Policies and Procedures Manual*. The *Employee Handbook* and the *District Policies and Procedures* can be located in the offices of the building principals, District Administrator and in the staff lounges, and on the District's website at <https://mineralpointschools.org/wp-content/uploads/EmployeeHandbook-20-21.pdf>.

The information in this *Handbook* is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this *Handbook*. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that this *Handbook* does not constitute an employment contract and does not confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation.

Printed Name

Signature

Date

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

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<http://www.mineralpointschools.org>

District Mission

"Grounded by our history, as one of the oldest publicly supported schools in Wisconsin, MPSD is the heart of a small community that educates and inspires our students for a bright future in a big world."

District Emergency Procedures

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

Automated calls will be placed to student and employee home phone numbers beginning at 6:00 a.m. or as soon as practicable using the District's Emergency Notification System (ENS) if conditions warrant the closing of schools. Staff may also be notified by the District's email service.

Local television and radio stations will also be notified by 6:00 a.m. or as soon as practicable. Employees are encouraged to monitor these TV and radio stations. Please check the following if you do not receive a phone call or an email.

Television:

Channel 5	WMTV	NBC 15
Channel 7	WKOW	ABC 27
Channel 9	WISC	CBS 3

Radio Stations:

WDMP	Dodgeville	99.3 FM	8.10 AM
WPVL	Platteville	107.1 FM	1590 AM

Information is also posted on the District website & Facebook.

PART I - PROVISIONS APPLICABLE TO ALL STAFF



DISCLAIMER

- A. The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time. The language that appears in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment.

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

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all-inclusive. Copies of District Policies and Procedures are available in each administrative office to all personnel and are on the Mineral Point School District website at <https://mineralpointschools.org/wp-content/uploads/EmployeeHandbook-20-21.pdf>. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Mineral Point Unified School District Board of Education.

This *Employment Handbook* does not supersede the provisions set forth in District policies. A district policy series on personnel is referenced in the District Policy Manual located under Series 500.

SECTION 1. EMPLOYMENT LAW

1.01 Employment of Minors

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

1.02 Equal Opportunity

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

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

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

Reference Equal Employment Opportunities Policy 511.

1.03 Equal Opportunity Complaints

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

Reference Equal Employment Opportunities Policy 511.

Reference Employee Discrimination Complaint Procedures Policy 511-Rule

Reference Staff Complaints And Grievances (Non-Union Employees) Policy 527

Reference Discrimination Complaint Form (page 82-83)

1.04 Fair Labor Standards Act

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

1.05 Family and Medical Leave Act

- A. Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law. The District may post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed:
<http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>.
- B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/WH-381.pdf>.
- E. Designation Notice. The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).

1.06 Immigration Law Compliance

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

1.07 Harassment and Bullying

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory

personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

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

All employees are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures found in the district policy manual under policy 511. All reports regarding employee discrimination or harassment shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee discrimination or harassment. Actions that result in discrimination on a basis not related to an employee's job performance or those that are determined to be harassment shall be subject to disciplinary action, up to and including dismissal.

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

This policy and its accompanying procedures shall be published annually.

Reference Equal Employment Opportunities Policy 511.

Reference Staff Complaints And Grievances (Non-Union Employees) Policy 527

SECTION 2. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

2.01 District Expectations

The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this *Handbook*, legal obligations and the standards of conduct, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

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

2.02 Accident/Incident Reports

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

2.03 Attendance

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

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

2.04 Bulletin Boards

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

2.05 Child Abuse Reporting

- A. The District is committed to the education and welfare of children as the highest of priorities. Therefore, in cases where the family unit has some internal problems that may reflect upon the child's welfare, the District will intervene in a supportive and/or advocate role on behalf of the child.
- B. Any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section C. The following personnel are required by law to report abuse or suspicion of abuse: school nurse, social worker, professional counselor, school teacher, school administrator, school counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.

- C. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the appropriate county department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.
- D. Employees who are not mandatory reporters as set forth in paragraph B, above, and who in connection with their job responsibilities have reasonable cause to suspect that a child has been abused or neglected or who have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur shall notify their immediate supervisor or other administrative personnel of such alleged abuse.

Reference Child Abuse/Neglect Reporting Policy 454

2.06 Communications

The District is committed to providing technology resources that allow employees to communicate effectively with all employees in the District. In the District's effort to maintain current technology practices, more responsibility and cooperation is required of employees to use core software programs and technology resources.

A. Electronic Communications:

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

B. User Responsibilities: Network/Internet users are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the Network/Internet:

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.

4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
5. A user may not disable Internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District technology department's directives.

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

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

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

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

- D. Limited Electronic Communication with Students: Employees may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:
1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
 2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
 3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
 4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.

5. The employee shall not communicate with any student between the hours of 5 p.m. and 10 a.m. unless the employee has supervisory responsibilities for the student and communication pertains to that responsibility. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
 6. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently enrolled students.
 7. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. See Policy 411
 - b. Confidentiality of student records.
 - c. Confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses.
 - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. (See Board Policy 347)
- Employees who create pupil records via email need to ensure that pupil records are retained for the period of time specified by the pupil records law. For this reason, the District heavily discourages the use of email as the means to communicate about individually identifiable students.
- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records. (See Board Policy 347)

2. Confidentiality of other District records, including educator evaluations and private email addresses
 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
 4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

2.07 Confidentiality

Pupil information is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy 347. The law and respect for our students require that student issues be only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

2.08 Conflict of Interest

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

2.09 Contracts and Conflict of Interest

No employee may negotiate or bid for, or enter into, or participate in the making of a contract in which the employee has a private monetary interest, direct or indirect. *See Wis. Stats. § 946.13(1)(a) and (b).*

2.10 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 building principal or district administrator.

2.11 Criminal Background Checks and Falsifying Applications

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

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

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

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

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

2.12 Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record

All District employees shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

- A. Crimes involving school property or funds;
- B. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- C. Crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- E. A misdemeanor that violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

- A. The nature of the offense;

- B. The date of the offense;
- C. The relationship between the offense and the position to which the employee is assigned.

Nothing herein shall prohibit the District from placing an employee on administrative leave based upon an arrest, indictment or conviction.

2.13 District Property

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment. District equipment borrowed for short-term use should be returned the first workday after project completion.

2.14 Drug-, Alcohol-, and Tobacco-Free Workplace

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

- A. Prohibited Acts - Drugs and Alcohol: The manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who violates this policy may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- C. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, and speech or body odors of the employee. If available a trained supervisor will make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- D. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the "Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures."
- E. Employee Assistance Program: The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical or productivity concerns or problems. EAP helps in the prevention, identification and resolution of these problems and concerns. To reach the EAP coordinator in the District, please contact the District Administrator and/or his/her designee.

2.15 False Reports

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

2.16 Furloughs

The District may furlough employees for budgetary reasons, and the following guidelines apply during furlough periods:

- A. Employees shall not receive their wages or salary but are permitted to apply accrued vacation or personal leave (thus receiving compensation).
- B. Employees are prohibited from working.
- C. Sick leave, personal leave, etc. shall continue to accrue as if the employees were working.
- D. The District shall provide health insurance, dental benefit, etc. at the same level it would if the employees were working.

2.17 Fraud and Financial Impropriety

Employees shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

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

- A. Fraud and financial impropriety shall include but is not be limited to the following:
 1. Forgery or unauthorized alteration of any document or account belonging to the District;
 2. Forgery or unauthorized alteration of a check, bank draft, or any other financial Document;
 3. Misappropriation of funds, securities, supplies, or other District assets, including employee time;
 4. Impropriety in the handling of money or reporting of District financial transactions;
 5. Profiteering as a result of insider knowledge of District information or activities;
 6. Unauthorized disclosure of confidential or proprietary information to outside parties;
 7. Unauthorized disclosure of investment activities engaged in or contemplated by the District;
 8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. See Gifts section of *Handbook*.
 9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;

10. Failure to provide financial records required by state or local entities;
11. Failure to disclose conflicts of interest as required by law or District policy;
12. Disposing of District property for personal gain or benefit and,
13. Any other dishonest act regarding the finances of the District.

- B. Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

2.18 Gambling

Gambling on District-owned or leased premises is prohibited at all times. Gambling during the workday on or off District property is prohibited.

2.19 Gifts and Sale of Goods and Services

- A. Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. **Note:** Immediate family shall have the same definition as used in Section 10.01

It is the District's policy 522.4 for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the District Administrator for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to 522.4 for gifts and solicitations and § 19.59, Wis. Stats.

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

2.20 Honesty

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

2.21 Investigations

- A. Expectation of Cooperation: 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 will be grounds for disciplinary action up to and including termination.
- B. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning, invoking his or her rights against self-incrimination. *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

2.22 Licensure/Certification

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

2.23 Nepotism

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity (as defined below), which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.
- B. Definitions: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent (for example sharing the same place of residence). A "relationship by consanguinity" is defined as a relationship that an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.
- C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee.

2.24 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel

- A. Allowances or Mileage Reimbursement: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement is subject to an annual driver's license record check. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, ditch witches, and golf carts.

- B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the District Administrator. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.
- C. Commercial Driver's License (CDL): In addition to the notice requirements in paragraph A, above and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.
- D. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. *See WIS. STAT. § 121.52(2).*
- E. Personal Transportation Utilized for School Use

- 1. Car Insurance

Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability, \$250,000/\$500,000 bodily injury and \$100,000 property damage. A minimum of private car transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle. *See Wis. Stats. § 121.555.*

- 2. Personal Vehicle Reimbursement

Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion, provided the District's maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of five hundred dollars (\$500.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.

- 3. All transportation will be done in accordance with Board policy.

2.25 Outside Employment

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

2.26 Personal Appearance/Staff Dress Code

It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. Remember, to our students, parents and the public, employees represent the District.

The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

The District will require custodians, maintenance, and food service personnel to wear uniforms provided through stipend by the school system. Appropriate safety gear shall also be worn at all times as deemed necessary. Any designated employees (e.g. custodial, cleaning, maintenance, transportation, food service et al), shall not wear open-toed or slip-on shoes during regular work hours.

2.27 Personal Property

- A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.
- B. Search of Personal Effects: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the 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.

2.28 Personnel Files

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

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

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

2.29 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.

The Board fully supports the right and desire of teachers to maintain a proper disciplinary atmosphere in all classrooms. The Board further realizes that this is necessary if students and teachers are to realize maximum effectiveness in the cooperative goals of educational excellence.

2.30 Physical Examination

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

2.31 Political Activity

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

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

2.32 Position Descriptions

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

2.33 Severance from Employment

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

- A. Termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];
- B. Voluntary resignation;
- C. Retirement;
- D. Nonrenewal of the employee's contract;
- E. Failure to return to work following recall from layoff within fourteen (14) calendar days of receipt of notice to do so;
- F. The employee having been on layoff for twelve (12) consecutive months;
- G. Failure to return to work the day following the expiration of an authorized leave of absence; and
- H. Job abandonment.

2.34 Solicitations

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

2.35 Student Code of Conduct and *Handbook*

The Student Code of Conduct and *Handbook* is available online www.mineralpointschools.org

2.36 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, and;
- 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.

2.37 Wellness

- A. Educational Environment: District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The District encourages staff to use foods of a high nutritional value in providing snacks, fundraising activities, and creating an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive should be kept to a minimum. Incentives shall be healthy food choices. The reduction of a meal as punishment is prohibited.
- B. Employee Wellness: The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees.

2.38 Employee (Whistleblower) Protection

- A. Complaint Procedure: if any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, that employee must file a written complaint with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.
- B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.
- C. Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy,

practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if state and/or federal law protect such actions.

2.39 Work Spaces, Including Desks, Lockers, etc.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked.

2.40 Work Made for Hire

Occasionally an employee has questions regarding the use of materials to be included in books or other commercial materials. Such materials created by the employee may include lesson plans, staff development presentations or tests/test items. The District owns any work prepared by an employee within the scope of his/her employment. Under federal copyright laws, this is called "work made for hire." An employee with questions regarding ownership or copyrights on materials prepared within the scope of his/her employment should consult with his/her supervisor.

2.41 Workplace Safety

- A. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:

1. Location of fire alarms;
2. Location of fire extinguishers;
3. Evacuation routes; and
4. Whom to notify in case of fire

Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.

- B. Protection of Staff: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the appropriate staff involved and informed of action taken.
- C. Notification of Safety and Health Standards: Wisconsin Statute § 101.055 requires the Wisconsin Department of Commerce to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by the federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore the employee may request the Wisconsin Department of Commerce to conduct an inspection.

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred.

See WIS. STAT. § 101.055; Public Employee Safety and Health, available at <https://dsps.wi.gov/Documents/Programs/PublicSafety/SBD9301.pdf>

- D. **Weapons Prohibition:** Firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Licensed peace officers who are serving in their official capacities are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61.
- E. **Disaster Preparedness:** All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.
- F. **Workplace Safety Definition for Grievance Procedure:** In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:
 1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
 2. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions).
 3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
 4. The individual(s) filing the grievance must propose a specific remedy.
 5. The issue and proposed remedy must be under the reasonable control of the District.

2.42 Violence in the Workplace

- A. **Expectations:** Violent behavior or bullying of any kind or threats of violence and bullying, either direct or implied, are prohibited on District property, at District sponsored events, or in communications outside the workplace that may impact an employee at work. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior or bullying shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. **Definitions as Used Under this Section:**
 1. **Workplace Violence:** Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
 2. **Workplace Bullying:** Behavior in which an employee, former employee, contractor or visitor to a workplace is aggressively, intentionally, or deliberately hostile toward another.
 3. **Threat:** A communicated intent to inflict physical or other harm on any person or property.
 4. **Intimidation:** Behavior or communication that comprises coercion, extortion, duress or putting in fear.
- C. **Prohibited Behavior:** Violence and bullying in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
 1. Assault or battery.
 2. Blatant or intentional disregard for the safety or well being of others.
 3. Commission of a violent felony or misdemeanor.
 4. Dangerous or threatening horseplay or roughhousing.
 5. Direct threats or physical intimidation.

6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
7. Physical restraint, confinement.
8. Possession of weapons of any kind on District property or at District events.
9. Stalking.
10. Any other act that a reasonable person would perceive as constituting a threat of violence.
11. Intimidation such as name calling or threatening.
12. Social alienation such as shunning or spreading rumors.
13. Written notes, phone calls or electronic messages that are offensive, hurtful, annoying or threatening.

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

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.

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

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

In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation).

SECTION 3. GRIEVANCE PROCEDURE

3.01 Purpose

The purpose of this Section is to provide for an internal method for resolving grievances under the terms of the *Employee Handbook*. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

3.02 Definitions

- A. Grievance: A "grievance" is defined as any complaint that arises under this *Handbook* regarding the interpretation, application or violation of this *Handbook*. The grievance should entail:
 - a. Clear concise facts of the grievance;
 - b. The part of the handbook allegedly violated;
 - c. The remedy sought, and;
 - d. Shall be signed and dated by the grievant and/or his/her designee.

- B. Grievant: A "grievant" may be any employee or group of employees.
- C. Day: The term "days" as used in this Article shall mean regularly scheduled workdays, or during the summer, days when the District Office is open, unless otherwise indicated.

3.03 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.

3.04 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. 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 grievant 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(s) may file a written grievance with the immediate supervisor within ten (10) days of the response in Step One above or if no response is provided within ten (10) days of the deadline for the response. 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, if the grievance involves discipline, termination, or workplace safety.

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. Grievances involving any other issue may be appealed directly to the Board under Step Five, and the Board shall review the decision that the District Administrator issued in Step Two or Three.

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).

An Impartial Hearing Officer shall be chosen from a panel of five (5) names submitted by the W.E.R.C. The employee and the District Administrator shall alternatively strike one name from the list of five (5) until one name remains.

Step Five – Appeal to Board of Education: If the grievance is not resolved at the prior step, 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.

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance and make its decision at the next regularly scheduled Board meeting or special meeting within fifteen (15) days. The Board’s written response shall be received by the grievant within five (5) business days following said meeting.

All Board actions throughout this process shall comply with requirements of Wisconsin’s Open Meetings Law.

3.05 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.

3.06 Consolidation of Grievances

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

SECTION 4. PAY PERIODS

4.01 Definitions for Payroll Purposes Only

- A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.
- C. Pay Period: The pay periods are bi-weekly beginning with the second pay period in July.

4.02 Salary Deferrals –Tax Sheltered Annuities (TSA)

- A. The District will maintain a TSA program without regard to the employee’s current or former employee’s contribution amounts. Employees shall have the opportunity to participate in the District’s Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an “Investment Vehicle”).
- B. The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or both of the following ways:
 - 1. Pre-tax dollars (salary reduction, also known as “regular” TSA contributions) or
 - 2. After tax dollars (also known as “Roth” TSA contributions).
- C. Employees will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District’s plan document.

- D. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District that include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The District may ask for proof of vendor registration from the employee to ensure a District-approved vendor has been chosen. The total number of vendors shall be limited to no more than 6. If at any time there are no active employees contributing to a particular vendor, that vendor shall be removed from the District-approved vendor list.
- E. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.
- F. Effective July 1, 2011, or sooner if administratively feasible, if the vendor accepts electronic payments, the District will electronically transmit to the TSA vendor(s) the amount of the salary deferral elected by the employee if the vendor does not accept electronic payments, the District will make the payments by paper check. This new provision for transmitting to vendors will require the District to transmit the amount of salary deferral twice a month, if the vendor provides the District with an invoice twice per month. The salary deferral will be transmitted on or about the date the money is deducted from the employee's paycheck, provided that the District receives the appropriate invoice from the vendor. In unforeseen circumstances, transmittals will be made no later than fifteen (15) business days following the end of the month in which the amount would have been paid to the participant.
- G. Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral (414(v)(2)(B)(i)), and the "catch up" provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.
- H. The salary reduction limits will be adjusted from time to time to conform to statutory limits.
- I. Catch-Up Contributions
1. Documentation will only be required where the employee's total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.
 2. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee's TSA vendor within thirty (30) calendar days if requested by the District.
 3. The District agrees to provide the employee, upon written request, with timely information available from the District's records, which is necessary to enable the employee to make catch-up deferrals.
- J. General:
1. The employee shall be permitted to change the TSA amount or vendor three (3) times per calendar year, unless otherwise permitted by the District Administrator, provided he/she provides the District with at least ten (10) business days notice prior to the second payroll date of the month. Stopping contributions does not constitute a change. Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the percentage or dollar amount of salary reduction withheld from compensation complies with the limits applicable to 403(b) TSA plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.
 2. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.

3. Loans shall be permitted to the extent permitted by each vendor as detailed in the plan document. Loans are limited to:
 - a. \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the employee's TSA plan on the date the loan is made or (ii) the highest outstanding balance on loans from the employee's TSA plan during the one-year period ending on the day before the date the loan is approved by the plan administrator (not taking into account any payments made during such one-year period); or
 - b. One half of the value of the employee's vested account balance (as of the valuation date immediately preceding the date on which such loan is approved by the plan administrator).
 - c. Contact the vendor or plan administrator for further information on loans.

Note: Loans are included in taxable income under certain conditions, including: if the loan, when combined with the balance of all other loans from plans of the District, exceeds the limitations described above; or if there is a failure to repay the loan in accordance with the repayment schedule. Because the tax treatment of a loan depends on information concerning aggregate loan balances under all annuity contracts and custodial accounts within the District's TSA Plan (and under all plans of the employer), information about loan balances under the contracts and accounts of other vendors is needed before making a loan. That information may be obtained from the participant, but the plan administrator should also collect and coordinate that information in order to decrease the instances in which participants have taxable income from plan loans.

4. Hardship withdrawals are permitted and IRS safe harbor standards with respect to estimating an immediate and heavy financial need [Treasury Section 401(k)-1(d)(3)(iii)(B) will be used]. Contact the vendor or plan administrator for further details if a hardship withdrawal is requested.

K. Salary Reduction Agreement:

1. Employees will be required to sign an agreement to authorize TSA deductions from salary. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable legal requirements. The District will provide the employee with reasonable notice concerning any such modification.
2. The District will provide the employee with a dated and initialed copy of the authorized salary reduction agreement once the employer acknowledges receipt of the modified salary reduction agreement.
3. A change in a beneficiary designation shall take effect when the Vendor accepts the election.
4. By authorizing TSA deductions from his/her salary, the Employee acknowledges that the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. Furthermore, the Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.

- L. Deferred Compensation: Employees may defer salary through the Wisconsin Deferred Compensation Plan (457). The plan limitations and salary deferral rights will be those permitted by the TSA unless the Deferred Compensation plan's rules are in conflict, in which case the Deferred Compensation rules shall apply.

SECTION 5. COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES

5.01 Mileage Reimbursement

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

SECTION 6. WORKER'S COMPENSATION

6.01 Worker's Compensation Coverage and Reporting Responsibilities

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

6.02 Benefits While on Worker's Compensation

If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee will be compensated in the following manner:

- A. Up to day sixty (60) of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each day while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive day of leave or as long as the employee has accumulated sick leave available, whichever occurs first.
- B. Day Sixty-One (61) and thereafter of Worker's Compensation Leave: The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

6.03 Injuries Not Covered by Worker's Compensation

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

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

SECTION 7. SICK LEAVE

7.01 Sick Leave Earned

- A. Calendar Year Employees: Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of twelve (12) days per contract year.
- B. School Year Employees: Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of ten (10) days per contract year.

- C. Crediting of Sick Leave: Sick leave though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.
- D. Part-time Employees: Part-time employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

7.02 Sick Leave Use

- A. Sick leave shall be paid for any absence from work due to the:
 - 1. Personal illnesses, injury or serious health condition of the employee;
 - 2. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a handicapping condition as set forth in Wisconsin Administrative Code section PI 11.02(23) (Examples of a handicapping condition are: Cognitive disability, learning disability, autism, etc.)
 - 3. Serious health condition of a spouse, child, domestic partner or parent. The number of days under this provision is limited to ten (10) sick leave days per year. Year is defined as July 1 through June 30, which shall be the same as the year defined for the purposes of the federal Family and Medical Leave Act.
 - 4. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
- B. Definitions: the following definitions apply under this section:
 - 1. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 8.02, A (3), all definitions in this paragraph apply except for age eighteen (18).
 - 2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse or domestic partner.
 - 3. Spouse: means an employee's legal husband or wife.
 - 4. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
 - a. Inpatient care in a hospital, nursing home, or hospice.
 - b. Outpatient care that requires continuing treatment or supervision by a health care provider.
 - 5. Domestic Partner: means a relationship between two (2) individuals that satisfies all of the following:
 - a. Each individual is at least eighteen (18) years old and otherwise competent to enter into a contract.
 - b. Neither individual is married to, or in a domestic partnership with, another individual.
 - c. The two (2) individuals are not related by blood in any way that would prohibit marriage under § 765.03, Wis. Stats.
 - d. The two (2) individuals consider themselves to be members of each other's immediate family.
 - e. The two (2) individuals agree to be responsible for each other's basic living expenses.

- f. The two (2) individuals share a common residence. Two individuals may share a common residence even if any of the following applies:
 - 1). Only one of the individuals has legal ownership of the residence.
 - 2). One or both of the individuals have one or more additional residences not shared with the other individual.
 - 3). One of the individuals leaves the common residence with the intent to return.

C. Sick Leave Increments: Sick leave may be allowed in increments of one-half hour.

7.03 Sick Leave and Long-term

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

7.04 Overused Sick Leave

If an employee were to leave the school system prior to the completion of his/her contract term or the school year for an individual employee and had used all sick leave, a sum equal to the sick leave days not earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of twelve (12) days per contract year.

7.05 Reporting Procedure - Doctor's Certificate

If at all possible, each employee shall be required to inform his/her supervisor prior to, or within the one hour of his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 7.02 above. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work that may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

7.06 Sick Leave Listing

At least once per year, each employee shall receive a report summarizing his/her sick leave and personal leave usage [if applicable] during the previous employment year.

SECTION 8. JURY DUTY LEAVES

8.01 Jury Duty Leave

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

8.02 Employee Notice

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

8.03 Payment for Time Out on Jury Duty

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

SECTION 9. BEREAVEMENT LEAVE

9.01 Bereavement/Funeral Leave for a Death in the Family

In the event of death in an employee's family, the employee shall be allowed per occurrence 3 day(s) off work with pay. Such days shall not be deducted from the employee's accumulated sick leave

9.02 Additional Bereavement Leave

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

9.03 Part-time Employee

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

9.04 Bereavement Leave Increments

Bereavement leave may be allowed in increments of two hours.

SECTION 10. PERSONAL LEAVE

10.01 Personal Days Provided

- A. Calendar Year Employees: Employees shall be entitled to up to 3 days of personal leave each employment year.
- B. School Year Employees: Employees shall be entitled to up to 3 days of personal leave each employment year.
- C. A "day" of personal leave is defined the same as a "day" of sick leave and may be used in the same increments as sick leave.

10.02 Reasons for Personal Leave

Personal leave may be used for compelling personal obligations that cannot reasonably be conducted outside of the employee's workday.

10.03 Personal Leave Day Restrictions

Personal leave days shall be deducted from sick leave and not be used to extend a holiday, vacation, or school recess period. The personal leave day will not be granted during the first or last week of a semester, on a parent-teacher conference day or on an in-service day. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. Personal leave shall not be used as vacation or to engage in activities for which the employee will receive compensation from any source. Compensation shall not include payment or reimbursement of expenses. If an employee has reached their maximum for accumulated sick leave, then the first two days of personal leave shall not be deducted from sick leave.

10.04 Approval of Personal Leave and the Total Number of Employees on Personal Leave

- A. A request in writing to the Administrator shall be made as far in advance as possible, normally not less than five (5) days. Emergencies may delay the submitting of the written statement until the employee returns to work.
- B. The Administrator has the right to approve or disapprove all requests.

No more than three (3) employees per building may take personal leave on any given day when school is in session, unless the District Administrator or his/her designee grants approval to exceed the three (3) employee limit.

10.05 Emergency Leave

All employees shall be allowed up to three (3) days leave per year with pay (not accumulative and not deducted from sick leave) in case of serious illness, major surgery or serious accident involving a member of the immediate family. The term “immediate family” shall be construed to mean spouse, mother, father, sister, brother, child, grandchild, grandparent, aunt, uncle, whether by blood or marriage. When the three emergency leave days have been used, the employee may use three additional days that will be subtracted from the employee’s accumulated sick leave. The employee should advise the principal at least one day in advance, when possible, of such use of sick leave.

10.06 Catastrophic Leave

The District offers a Catastrophic Leave-Sharing Program to give teaching staff a chance to support their colleagues who are facing a major health crisis, whether their own or that of a family member. The program allows employees to provide assistance in the form of donated compensation leave. It was developed as part of the District’s effort to create a caring environment, honor compensation time earned but no longer necessary in a post collective bargain era, and because many members of the school community have expressed a desire to assist their co-workers in this way. While the program establishes a mechanism for compensation leave transfers, participation is entirely voluntary.

10.07 Part-time Employees

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

SECTION 11. GRANTED SNOW DAYS

11.01 Granted Snow Days

- A. Calendar Year Support Staff: Employees shall be entitled to up to 2 days of granted snow days each employment year.
- B. School Year Support Staff: Employees shall be entitled to up to 2 days of granted snow days each employment year.
- C. A “day” may be allowed in increments of one-half hour.

SECTION 12. UNIFORMED SERVICES LEAVE

12.01 Uniformed Services Leave of Absence

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

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

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

12.02 Seniority/Length of Service during Uniformed Services Leave

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

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

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

12.03 Request for Uniformed Services Leave

When time permits, the request for a reserve military leave should be as far in advance as possible so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the District Administrator or his/her designee.

SECTION 13. UNPAID LEAVES OF ABSENCE

13.01 Notice of Return

- A. Notice of Returning in the Same School Year: The employee shall notify the District Administrator or his/her designee of the employee’s intent to return to work at least forty-five (45) days prior to the expiration of the leave if returning in the same school year.
- B. Notice of Returning the Subsequent School Year: An employee planning to return to work the following school year shall notify the administration, in writing on or before April 15th.
- C. Failure to Provide Proper Notice: If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave.

13.02 Medical Leave

- A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The request must be accompanied by a physician’s statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is

eligible for long-term disability benefits as provided for under FMLA. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.

B. Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.
2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

C. Placement upon Return from Leave: Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

The employee shall be eligible to return to duty from an unpaid medical leave of absence when he/she is physically able provided:

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.

D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.

E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

13.03 Child Rearing Leave

A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least 60 days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion.

B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:

1. Child born or adopted during the summer vacation – the following two semesters.

2. Child born or adopted during the first semester – the balance of that semester plus the second semester.
3. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.

Shorter or longer leave and/or an early return from the leave shall only be upon the mutual agreement of the employee and the Board.

C. Benefits during the unpaid child rearing leave:

1. The child rearing leave is an unpaid leave.
2. During the unpaid child rearing leave, the employee may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.

D. Return from the Unpaid Child Rearing Leave: Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or reduction in force, whichever is applicable.

E. Interaction with family and medical leave provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

13.04 Education Leave

- A. The Board may grant educational leaves of absence each year without pay to teachers for study, travel, career enhancement, and/or other education-related activities. To be eligible for educational leave, a teacher must have been employed as a teacher in the district for the equivalent of five (5) consecutive full time years.
- B. A teacher may apply for an educational leave by submitting a written request to the Board no later than April 1 of the preceding year. The teacher shall include in his/her written request, the specific purpose of the leave including all details of the study, travel or other education-related activity, monetary benefits, if any, etc. The Board will approve or disapprove educational leave requests at its regular meeting in April on the basis of anticipated professional benefits to the teacher and the benefits to the district's educational program.
- C. During the educational leave period, the teacher shall maintain his/her seniority, if related to the area of certification for all purposes where seniority is a factor and shall be allowed to participate in the teacher's group medical insurance program by paying all insurance premium costs. Upon his/her return from the educational leave, the teacher:
 1. Shall be granted a position within his/her certification area.
 2. Shall be credited with a year of experience, if in the related area of certification, on the salary schedule for his/her educational leave experience and shall advance accordingly on the schedule.
 3. Shall be entitled to any other monetary and non-monetary benefits in force at the time of his/her return.

13.05 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons

- A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least 10 days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year

B. Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.
2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
3. During the unpaid leave, the employee shall retain accumulated paid leave.

D. Placement upon Return from Leave: Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

SECTION 14. BENEFITS APPLICABLE TO ALL EMPLOYEES

14.01 General Benefits and Insurance

The Board shall provide dental/vision benefit, health insurance, life insurance, and long-term disability to eligible employees. The program and coverage will be selected and determined by the Board

A. Eligibility.

1. Minimum Hours: An employee whose individual contract has an assignment of at least 50% of full-time equivalency with a hire date prior to January 1, 2015 is eligible to participate in the District's benefits. Full-time equivalency is defined as eight (8) hours per day. An employee whose individual contract has an assignment of at least 75% of full-time equivalency with a hire date after January 1, 2015 is eligible to participate in the District's benefits. Full-time equivalency is defined as eight (8) hours per day. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 75% of a full-time equivalency with a hire date after January 1, 2015 are not eligible to participate in the District's benefits and insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: An employee, hired prior to January 1 2015, whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution pro-rated, consistent with the employee's percentage of employment.

B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment and terminate according to the following schedule:

1. If an employee resigns, is non-renewed, or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation, nonrenewal, or termination becomes effective.
2. If an employee resigns, is non-renewed, or is terminated who has completed the school year; his/her insurance benefits shall terminate as of August 31 for health insurance and June 30 for life insurance and long-term disability.

14.02 Cafeteria Plan/Flexible Spending Account

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

- A. Payment of insurance premium amounts (IRC § 106);
- B. Permitted medical expenses not covered by the insurance plan (IRC § 105) to a maximum of two thousand six hundred fifty dollars (\$2,650) per calendar year until 2 months and 15 days after year end, and
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

Effective July 1, 2019: An employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of two thousand six hundred fifty dollars (\$2,650) of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§ 105, § 106, § 125 and § 129).

14.03 Dental/Vision Benefit

The Board shall provide dental/vision insurance to eligible employees. Benefit to equal to the family and single entitlement of all participants. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board

A. Eligibility.

1. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - a. Coverage under one family plan; or
 - b. Two single plans; or
 - c. One single plan and one cash-in-lieu benefit

B. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay 100% of the contribution amount or fixed dollar amount of the single premium of the lowest cost dental vision insurance plan.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay 100% of the contribution amount or fixed dollar amount of the family premium of the lowest cost dental/vision insurance plan.

Should the district offer dental insurance, the insurance carrier(s), program(s), and coverage will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

14.04 Health Insurance

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board

A. Eligibility.

1. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - d. Coverage under one family plan; or
 - e. One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier]; or
 - f. Two single plans; or
 - g. One single plan and one cash-in-lieu benefit

B. Premium Contributions:

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

14.05 Liability Insurance

The School Board shall carry liability insurance that 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.

14.06 Life Insurance

The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. The District shall pay for a term life insurance policy equal to one times an employee's current salary equal to the next highest one thousand dollars (\$1000) of each eligible employee's salary. The employee shall pay the remaining portion of the premium. The employee benefit reduces at age 70 and employees should read the clause on the certificate for details.

14.07 Long-Term Disability

The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. The District shall pay 100% for long-term disability insurance. The benefits will be equal to 90 percent (.36 per 100) of the employee's monthly wages. Coverage shall begin after the 60th consecutive calendar day of disability.

14.08 Alternate Benefit Plan [ABP] in Lieu of Health Insurance

Implementation of the Alternative Benefit Plan is for eligible employee and includes administrators:

- A. Employees who choose the ABP option will be required to sign up by August 1 and commit to this change to be effective the following September 1.
- B. In order for this proposal to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. The District makes such determination of the additional expense in its sole discretion.

- C. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an “open enrollment” opportunity to enroll in the group health insurance plan.
- D. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.
- E. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan between:
 - 1. Participation in the District’s health plan, with the premium payment covering such employees, or
 - 2. A cash payment equal to the amount listed in the applicable part of the *Handbook* covering such employees.
- F. Cash Compensation: The cash contribution dollar amount shall be equal to:

School Year	ABP Annual Amount
2020-2021	\$3,500.00 (\$amount equal to district’s share of single policy)

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at fifty percent (50%) of more of a full-time contract who selects the cash compensation shall receive a pro-rated amount of the District’s contribution based upon the part-time employee’s percentage of full-time employment.

- G. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check.
- H. Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.
 - 1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee shall be permitted to change the TSA amount or vendor up to three (3) times per calendar year provided he/she provides the District with at least thirty (30) calendar days notice.
 - 2. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee’s paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

- I. Beginning Eligibility Date for Alternative Benefit Plan Payments:
 - 1. New Employees. Payments shall be based on the employee’s eligibility date. For new employees, this constitutes the employee’s first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee’s first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (January 1) However, the District will use the same rule for contributions as for

health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.

2. Current Employees. Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception (such as an employee getting married, loss of spouse coverage, etc.), employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

14.09 COBRA Law Continuation of District Health Plan Participation

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health, dental and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.

- A. **Qualifying Events:** An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District-sponsored coverage is lost due to the occurrence of any of the following qualifying events:
 1. Voluntary or involuntary termination of employment for any reasons other than "gross misconduct." (e.g., resignation or retirement);
 2. Death of the covered employee;
 3. Divorce or legal separation from the covered employee;
 4. Loss of "dependent child" status;
 5. Eligibility for Medicare entitlement;
 6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.
- B. **Period of COBRA Continuation:** In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.
- C. **COBRA Extension [Second qualifying events]:** A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:
 1. The employee's death;
 2. Divorce or legal separation;
 3. The covered employee becomes eligible for Medicare;
 4. A child loses his or her "dependent child" status.

**Note:* The second event can be a second *qualifying* event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.
- D. **Premium Cost & Payment:** The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.

E. **Termination of Coverage:** Employee continuation coverage may be terminated automatically if:

1. The employee fails to make a monthly premium payment to the District on time;
2. The employee obtains similar coverage through a different employer;
3. The employee becomes eligible for Medicare and converts to an individual policy;
4. The District terminates its health plan;
5. The employee's guaranteed continuation period expires.

The employee or a qualified beneficiary have the responsibility to inform the District of a divorce, legal separation, or a child losing dependent status under the group health plan within sixty (60) days of the qualifying event. The District will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.

COBRA participants must also notify the District if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

F. **Disability Extension** - If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and his or her family's qualified beneficiaries may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11)-month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from his or her family is disabled and within the first eighteen (18) months of COBRA continuation coverage. (The cost of COBRA coverage will increase from 100% to 150% of total premium during this additional eleven (11)-month extension period.)

SECTION 15. 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.

SECTION 16. CONFORMITY TO LAW

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

SECTION 17. QUALITY IMPROVEMENT COMMITTEES

17.01 Quality Improvement Committee

The Personnel Quality Improvement Committee is made up of representatives from professional and support staff in the District. The goals of this committee are to foster better understanding of the various departments, to provide a forum for voicing concerns and ideas of the staff to the administration, and to recognize outstanding employees from the various departments. The District shall select the representatives after receiving input from the staff.

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



SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Nonrenewal for Teachers

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. No teacher shall be non-renewed for arbitrary or capricious reasons. Nonrenewal is covered by the grievance procedure under this *Handbook*.

1.02 Standard for Discipline and Termination

The District Administrator is solely responsible determining appropriate disciplinary measures, including, but not limited to, suspension and/or dismissal from employment. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*.

1.03 Representation

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

1.04 Disciplinary Materials

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

SECTION 2. PROFESSIONAL HOURS/WORKDAY

2.01 Normal Hours of Work

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

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. A normal day is defined as, at the elementary level including one preparatory period (encore time), and at the secondary level six periods of core or encore classes, one preparation period, and one professional period. The Building Principal shall establish the actual workday start and end times for each building.

Preparation Period (Certified). A Preparation period shall mean an assigned period set aside for all teachers to be used for professional preparation and planning purposes. All classroom teachers shall be assigned a preparation period within the school day. The preparation period shall be the same length as the normal classroom period.

Professional Period (Certified). A Professional period shall mean an assigned period set aside to be used to serve students and associated needs within the building as directed by the building principal (study hall, lunch room duty, resource room, etc.). All classroom teachers may be assigned a professional period within the school day. The administration shall make every effort to see that adjunct duty responsibilities of teachers are equally shared by all of the teachers at a particular school, and that these responsibilities are scheduled as far in advance as possible so that teachers may plan their instructional preparations activities to accommodate for them. A teacher with an overload (more than six periods of core or encore classes) shall not be assigned a professional period and shall be compensated for additional assignments per semester.

2.02 Administratively Called Meetings

Staff Meetings: Teachers are required to attend all mandatory administratively called staff meetings. Administratively called meetings may begin thirty (30) minutes before the normal workday begins or go thirty (30) minutes later than the end of the normal workday. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Other Administratively Called Meetings: The notification and duration provisions of section 2.02, subsection A above do not include nor shall they apply to meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher conferences, department meetings or activities of similar nature, which are normally conducted at other times. Teachers are required to attend such events regardless of the date, time or duration of said meetings. Teachers who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

2.03 Attendance at School Events

Teachers are required to attend all mandatory school events, including but not limited to: meet the teacher night, open houses, parent teacher conferences, all school fairs, musical programs, and/or other District or building events that occur after the normal workday. Teachers shall be given no less than thirty (30) calendar days notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the school event.

2.04 Consultation with Parents

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children. Such consultation may be in the form of phone contacts, home visitations, emails, progress reports, and in-person appointment, etc., in addition to the scheduled parent/teacher conferences.

2.05 Flexible Scheduling during Workweek

An employee may request a change in his/her weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the proposed change, unless circumstances allow for a shorter notice period. The request shall be filed with the employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request in his/her sole discretion. The scheduling of hours of work under the flexible work schedule is at the sole discretion of the immediate supervisor. All hours of work under a flexible work schedule agreement must be completed within one pay period. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime or flexible professional hours.

2.06 Emergency School Closures

In the event the District is closed or an individual building(s) is closed, full or partial day closures may be made up at the discretion of the District. The District shall, at a minimum make up all days/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (days and hours) of the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

2.07 School Calendar

The Board shall determine the school calendar. The calendar shall consist of 190 workdays. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board.

SECTION 3. PROFESSIONAL GROWTH

3.01 Requirement to Remain Current

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

SECTION 4. Teacher Supervision and Evaluation

4.01 General Provisions

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

- A. “Day” and “Days”: The words “day” and “days” in this article mean working school days, excluding holidays, weekends, etc.
- B. “Continuing Teacher”: A continuing teacher is a teacher who has taught more than three years in the District under a full-time or part-time regular teaching contract.
- C. Probationary Teacher: A probationary teacher is a teacher who has taught less than three years in any District under a full-time or part-time regular teaching contract.

4.02 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a certified building principal, person with functional oversight, or district administrator. The administrator may be a District employee or a non- District employee who is a certified administrator.

4.03 Evaluation Process

During the 1 st month	All teachers establish Student Learning Objectives	<i>SLO Selection and Approval Form</i>
During the 1 st month	All teachers conduct self-assessment and create professional practice goal(s) to be discussed at Goal Setting Conference	<i>Self-Assessment Form</i>
End of first week in October	Final approval of quarter- or semester-long Student Learning Objectives to be discussed at Goal Setting Conference	<i>SLO Selection and Approval Form</i>
By October 15	All teachers survey students for first time	<i>Learner Surveys, Learner Survey Growth Plan</i>
By October 31	Final approval of year-long Student Learning Objectives to be discussed at Goal Setting Conference	<i>SLO Selection and Approval Form</i>
By end of 1 st grading period	First formal observation of all new/in need of improvement teachers	<i>Formal Observation/Formative Feedback Form</i>
By December 15	New teachers survey students for second time	<i>Learner Surveys, Learner Survey Analysis</i>
By January 15	Second formal observation of all new/in need of improvement teachers; First observation of all continuing contract teachers	<i>Formal Observation/Formative Feedback Form</i>
Mid-year	All teachers conduct mid-year review of Student Learning Objective	<i>Mid-Year SLO Review Form</i>
Before February 1	Interim Performance Review for new/in need of improvement teachers	<i>Interim Performance Report, Mid-Year SLO Review Form, Documentation Log</i>
By February 15	Continuing contract teachers survey students for second time	<i>Learner Surveys, Learner Survey Analysis</i>
By May 1	Second observation of continuing contract teachers	<i>Formal Observation/Formative Feedback Form</i>
By May 1	Review Documentation Log for all teachers	<i>Documentation Log</i>
By May 15	All teachers submit end-of-year review of Student Learning Objective	<i>End-of-Year SLO Review Form</i>
By May 31	Student Learning Objective scoring complete	<i>SLO Score Report</i>
By last week of school	Summative evaluation and conference of all teachers	<i>Summative Performance Report SLO Score Report</i>

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

"The signatures do not indicate agreement or disagreement but merely certify that the observation and conference as noted were held and that the opportunity was available for attaching written clarification/objections at the time of signing."

The supervisor must initial the response.

- C. Copy of Evaluation Procedures: A copy of the evaluation forms are included in the *Teacher Effectiveness Handbook* on the District website and in school building offices.
- D. Plan of improvement: Plan of Improvement is the supervision and evaluation procedure applied to continuing teachers whose performance has not met expectations as of the most recent evaluation conference. Plan of improvement is designed to improve the overall performance of a veteran teacher whose overall performance has not met expectations. Continuing teachers whose overall performance has not met expectations may, at the discretion of the District, receive plan of improvement or may be non-renewed pursuant to § 118.22, Wis. Stats. If in the District's discretion plan of improvement is offered, the process shall be as follows:
1. Goal of Plan of Improvement: The goal of plan of improvement is for the teacher to meet expectations. The plan of improvement plan will be designed to meet the specific needs of the teacher and the performance expectations of the District.
 2. Content of Plan of Improvement: It may include a description of the teacher's deficiencies, a description of appropriate performance, a goal setting plan to help the teacher develop required skills, a schedule of supervisory activities including at least one evaluation, and a target date by which time the teacher will perform satisfactorily. The plan is not limited to, but might include, the following interventions: any means of staff development defined in the District staff development plan, observations and/or support by experts outside the District, and/or peer coaching or mentoring.
- F. Initial Educator Professional Development Plan: The individual teacher who holds an Initial Educator License is responsible for developing a Professional Development Plan (PDP). The PDP must demonstrate increased proficiency and professional development based on the Wisconsin Educator Standards. The Initial Educator is also responsible for initiating an annual review of the PDP by the Initial Educator's Review Team (IERT) that is convened by the Initial Educator.
1. Mentor for Initial Educator and a teacher new to the District (who holds a current Wisconsin teaching license)
 - a. An initial educator will be provided a qualified mentor by the District. A teacher new to the District, but not an initial educator, may also be provided a qualified mentor by the District. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contract other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.
 - b. If a continuing teacher is selected as a mentor, he/she shall be paid a stipend for the period served as a mentor (from August of the first year through October of the subsequent year) for an initial educator.

- c. The mentor or mentee may request the District assign a different mentor. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days of receipt. The District Administrator will grant the request if the District Administrator, in his/her discretion, has a qualified replacement mentor. The present continuing teacher will serve as the mentor until such time as the suitable replacement is found. In the event a mentor is replaced, compensation will be prorated for the period served as a mentor.
 - d. The District will make a good faith effort to assign an individual mentor for each teacher new to the District; however, a mentor may elect to work with more than one employee.
- G. **Teacher Leadership Roles:** If the administration creates faculty or department teams or committees, it shall consult with interested teachers to establish the purpose of the team or department, select the team or department head, set objectives and goals for each team, department or committee, and assign each teacher to one or more of the teams, departments or committees. Final decision-making authority shall rest with the administration.

SECTION 5. Teacher Assignments, Vacancies and Transfers

5.01 Teacher Assignments, Vacancies and Transfers

- A. **Determination of Assignment:** Teachers will be assigned or transferred by the District Administrator and/or school principal.
- B. **Assignment Preference Consideration:** Teachers may express in writing to the District Administrator and/or school principal their preference of: a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position that may open during the summer, application for a transfer should be made in writing to the District Administrator. Insofar as possible, consideration shall be given these requests.
- C. **Job Posting:** When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's website for a minimum of 10 days. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the District's website. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.
- D. **Process for Filling Vacancies:** An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.
- E. **Involuntary Transfers:** When the District determines that an involuntary transfer of an employee is necessary, it may, at its discretion, transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator and/or principal that will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline.

5.02 Teacher Absence and Substitutes

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to enter the absence into SubFinder. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 a.m. This will help to provide time for obtaining a substitute teacher.

5.03 Summer School Assignments

When possible, summer school subjects should be made known on or before May 15. All current teachers in the District may apply for summer school positions in the same manner as non-District teachers. Employees teaching summer classes shall be given a summer school session contract in accordance with § 118.21, Wis. Stats.

5.04 Extended Contracts

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

5.05 Job Sharing

- A. Definition: Job sharing is defined as a voluntary program to provide the opportunity for two or more employees to share a position that will be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works. Job sharing may be allowed for reasons such as child rearing, health (member or member's family), continuing education, semi-retirement, transition to other employment, or any other reason deemed appropriate.
- B. Approval: Job sharing must be jointly approved by the District and the teachers who wish to participate.
- C. Eligibility: In order to be eligible to participate in the job sharing program, applicants must:
 - 1. Agree to sign a one-year contract for the shared position.
 - 2. Agree to return to full-time status, or to be non-renewed, at the option of the District, in the event the shared position is eliminated or if one of the participants in the shared job is unable to continue in the shared assignment.
 - 3. Be certified to teach those subjects/grade levels involved in the shared job.
- D. Assignment: Shared job holders shall be assigned specific job responsibilities at the time the job-sharing contract is signed. The list of job responsibilities shall be appended to the individual contract and shall minimally include, but not be limited to:
 - 1. A description of the job to be shared, the percent of full-time, the salary, benefits, effect on length of service, unemployment, etc.
 - 2. Allocation of preparation time and planning responsibilities between the job sharers.
 - 3. Grade reporting requirements (if different than normal).
 - 4. Faculty meeting and parent conference responsibilities.
 - 5. Extra-duty assignments and compensation.
 - 6. Any other unusual or unique working conditions that may be applicable.
- E. Insurance Benefits: The District shall pay insurance premiums for each job sharer in an amount prorated in accordance to their full-time equivalency subject to the eligibility rules of the insurance carrier. The total provided shall not exceed an amount equal to the benefits for one full-time employee. Job sharers may retain

full fringe benefits purchased by payroll deduction of the difference between the District's prorated share of the premium and the full amount of the premium.

5.06 Staff In-Service Presentations - In District (Mostly voluntary)

The District can benefit from the training and expertise of its staff.

- A. Approval Process: Staff members who are interested in sharing their expertise will be compensated for pre-approved presentations based upon the following guidelines. Presentations beyond the normal scope of duties will be arranged and pre-approved through the district administrator to qualify for compensation. Compensation is paid for presentations that occur within or outside of regular school hours.
- B. Presentation Compensation
 - 1. Planning Time: Up to four (4) hours at \$25 per hour or \$100 total.
 - 2. Presentation Time: \$25 per hour for each hour of presentation.
- C. Repeated Session(s) Compensation
 - 1. Planning Time: Up to three hours at \$20 per hour or \$60 total.
 - 2. Presentation Time: \$20 per hour for each hour of presentation.
- D. Multiple Presenters: When multiple presenters are used, the above amounts may be divided amongst the presenters as determined by the District.

SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS

6.01 Reasons for Reduction in Force

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

6.02 Notice of Reduction

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

6.03 Selection for Reduction – Steps

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reducing staff.
- B. Step Two - Volunteers: Volunteers will be non-renewed first. The District will provide the volunteer(s) with a nonrenewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section will put his/her request in writing. The District will only accept volunteers if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work.
- C. Step Three - Selection Of Area For Reduction/Layoff

Before selecting individuals for nonrenewal, the District shall first select the affected grade levels and or department/certification areas for nonrenewal (full nonrenewal or a reduction in hours). The term "department" shall mean the subject area in which the teacher taught during the current school year. Examples of departments are math, English, history, science, physical education, etc. The number and type of departments and grade levels affected is at the discretion of the Board.

- D. Step four - The District shall utilize the most recent summative evaluation that rated teachers using a four-point scale and the corresponding performance appraisal rubric for each standard for determining the employee for nonrenewal.

Academic Training: In the event that staff has identical evaluation rankings, educational attainment will be considered.

6.04 Reduction in Hours Resulting in Nonrenewal

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

6.05 Insurance Benefits Following Nonrenewal

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

SECTION 7. PROFESSIONAL COMPENSATION

7.01 Salary Schedule

The basic salaries of employees covered by this *Handbook* are set forth in Appendix A which is attached to and incorporated in this *Handbook*.

- A. Part-time employees will receive the salary set forth in the *Handbook* in a percentage equal to the amount of their employment.
- B. The salary schedule is based upon the regular school calendar set forth in this *Handbook*.
- C. The employee's pro-rata daily rate and pro-rata hourly rate shall be determined in the following manner:
 1. The employee's scheduled annual salary divided by the number of contracted days equals the per-diem rate [extended contract or furlough days shall not be used in this calculation.]
 2. The per-diem rate divided by 8 hours per day equals the per-diem hourly rate.

7.02 Initial Salary Schedule Placement

The Board, in its sole discretion, may place newly employed employees at a salary that exceeds his/her actual years of service. The District may place newly employed employees in shortage areas at a salary that exceeds his/her actual years of service.

7.03 Salary Step Movement after First Year of Employment

Employees beginning employment prior to the end of the first semester who have provided satisfactory service, as determined by the District, will advance to the next step the ensuing contract year on July 1 provided funds are available as determined by the District. Employees who begin employment after January 1st will remain on the same step for the ensuing fiscal year. An employee may be held to the previous year's step for less than satisfactory performance. An employee may be frozen at his/her previous year's wage rate for more serious non-performance. An employee with an overall three year summative evaluation of distinguished will advance a double step in the summative year only provided funds are available.

7.04 Educational Lane Adjustments and Credit Reimbursement

- A. Accreditation: Only credits earned from an institution recognized by the North Central Association Commission on Accreditation and School Improvement Institute of Higher Education [NCA], or earned at an institution accredited by another accrediting agency recognized by the NCA, will be eligible for movement across the salary schedule.
- B. Prior Approval: the District shall approve all credits intended to be used for salary schedule lane movement or credit reimbursement.
 - 1. To qualify for the master degree schedule, an employee shall have gained the degree either in the field in which he/she is teaching or in an alternative field with prior approval of the District Administrator and/or his/her designee. When a master's degree does not exist in his/her present teaching field, a teacher may qualify with comparable graduate study in that or another field, subject to the prior approval of the District Administrator and/or his/her designee.
 - 2. Transfer from one group or "lane" to another shall be made at the beginning of the school year following attainment of the necessary credentials.
 - 3. Credentials must be certified by a college registrar or other proper college official.
 - 4. Credit information for moving from one lane to another and/or for reimbursement must be in the office of the District Administrator by August 1, and the work must be completed by September 1 of the contract year.
 - 5. Certified staff requesting credit reimbursement for work completed, and have not already received reimbursement in the form of scholarship or state/federal reimbursement, will receive one hundred fifty (\$150) dollars per credit. To receive reimbursement, proof of payment in the form of a paid receipt from the registrar's office shall be submitted, along with transcripts, to the Business Office after completion of the coursework and the employee shall remain in the district for three years following the reimbursement.

7.05 Curriculum Planning Projects and Other Projects within the Scope of Employment

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract, the employee shall be paid at the rate of \$25.00 per hour. The employee's immediate supervisor, in his/her sole discretion, shall determine the length of time and maximum number of hours for completion of the project. The compensation above will be paid when the project has been completed and approved by the applicable administrator. Other projects within the employee's scope of employment that are approved by the District Administrator (or designee) shall be paid at the curriculum projects rate.

7.06 National Board Certification

An employee, who earns certification from the National Board for Professional Teaching Standards, or a Master Teacher designation if the National Board for Professional Teaching Standards is not available in the employee's certification area, shall have his/her salary increased by \$1,500 annually as funds are available at the discretion of the board.

SECTION 8. BENEFITS

8.01 Sick Leave Accumulation

Sick leave will accumulate for full-time and part-time employees to a maximum of one hundred ten days (110). Teachers who exceed 110 days accumulative at the end of the contract year, will be paid for one-half (1/2) of the excess days over 110 at the daily rate (basic schedule and credit pay) for his/her current teaching contract. Upon payment of these excess days said teacher will drop back to 110 accumulated sick days.

8.02 Wisconsin Retirement System (WRS) Contributions

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

8.03 Post Employment Accumulated Sick Leave Benefit

- A. Upon retirement after the age fifty-five (55), the teacher shall be paid fifty per cent (50%) of his or her accumulated sick leave not to exceed one hundred and ten (110) accumulated days on the basis of his/her last teaching contract. The retirement must be recognized as such by the Wisconsin State Teacher's Retirement System.

- B. In the event of death of a teacher while under contract with the district, fifty per cent (50%) of his/her accumulated sick leave not to exceed one hundred and ten (110) accumulated days will be paid to the teacher's dependents, if any, or to his/her estate. If death occurs during the summer when the teacher is between contracts, the amount of his or her benefit will be determined on the basis of the last completed contract. This section applies to only those teachers who have completed a minimum of ten (10) years of teaching in this district, and who have not been on either disability leave or other extended leave or on full layoff status for more than ninety (90) days during the school year in which death occurs or, if death occurs during the summer when the teacher is between contracts, the immediately preceding school year.

***PART III – NON-EXEMPT STAFF WITHOUT
INDIVIDUAL CONTRACTS UNDER S.S. 118.22***



SECTION 1. DISCIPLINE AND DISCHARGE

1.01 Standard for Discipline and Termination

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

1.02 Representation

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

1.03 Disciplinary Materials

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

SECTION 2. HOURS OF WORK AND WORK SCHEDULE

2.01 Letter of Appointment

Each employee shall be issued an annual letter of appointment.

2.02 Regular Workday and Starting and Ending Times

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

2.03 Regular Work Week

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

2.04 Part-time Employees

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

2.05 Additional Hours and Overtime - Approval and Assignment

- A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor.
- B. Assignment: Overtime assignments shall be assigned at the discretion of the District.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated on the back of the employee's time sheet. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

2.06 Lunch Period

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

2.07 Breaks

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

Hours Worked	Break(s) and Lunch Period Scheduling
0 to 3.99 hours	0 minutes
At least 3.5 to 5.99 hours	15 minutes
At least 6.0 to 7.99 hours	15 minutes and 30 minute duty-free lunch
At least 8.0 or more hours	(2) 15 minutes and 30-minute duty-free lunch

2.08 Time Sheets or other Form of Electronic Tracking of Hours Worked

Time sheets shall be used by all employees. Employees shall track their own time on time sheets when reporting to work. If an employee leaves the premises for any personal reason, the time sheet is to be used to reflect out and in times upon return. Employees shall update their own time sheets when leaving for the day.

2.09 Emergency School Closings

- A. All scheduled custodians and essential secretaries are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible.
- B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency shall not be paid for that day. Employees shall be required to make up days in the event that the District schedules make-up days.
- C. If employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked on such day.

2.10 Flexible Schedule

An employee may request a change in his/her weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the proposed change, unless circumstances necessitate for a shorter notice period. The immediate supervisor shall have the authority to grant or deny the employee's request in his/her sole discretion. All hours of work under a flexible work schedule agreement must be completed within one regular workweek. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime.

2.11 Call-In Pay

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

2.12 Attendance at Meetings

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

SECTION 3. HOURS

REDUCTION IN FORCE, POSITIONS &

3.01 Reasons for Reduction in Force

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

3.02 Notice of Reduction

The District will give at least fourteen (14) calendar days notice of layoff. The layoff notice shall specify the effective date of layoff, that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address, and that it will refer the employee to the Reduction in Force provision in this *Handbook*.

3.03 Selection for Reduction – Steps

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing layoffs.
- B. Step Two - Volunteers: Requests for volunteers will be sent to employees within each job category. Volunteers will be laid off first. An employee who volunteers to be laid off will put his/her request in writing. The District will only accept volunteers if in the District's opinion the remaining employees in the job category are qualified to perform the remaining work.
- C. Step Three - Selection For Reduction/Layoff: The District shall select the employee in the affected job category for layoff or reduction in hours.
 1. Job categories for the purpose of this section shall be defined as:

a. Custodian I	b. Custodian II
c. Secretary I	d. Secretary II
e. Instructional Assistant	
 2. The District shall utilize the following criteria in order of application for determining the employee for layoff or reduction in hours:
 - a. Educational Needs of the District: Will be those needs as identified and determined by the District Administrator as approved by the school board through normal channels in accord with its constituted authority.
 - b. Qualifications as established by the Board: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.
 - c. Qualifications of the Remaining Employees in the affected job category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as approved by the board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
 - d. Length of Service of the Employee.
 - 1) Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
 - 2) Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.

- 3) Length of Service List: The District will annually produce a length of service list and provide it by September 30th. The employees will raise any objections to the proposed length of service list by December 1st.

3.04 Reduction in Hours

Employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined by length of service, sick leave, and vacation earned as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*. Any employee who is reduced in hours (partial layoff) may choose to be fully laid off.

3.05 Insurance Benefits during Layoff

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

3.06 Accrued Benefits during Layoff

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

3.07 Other Employment during Layoff

No employee on full or partial layoff shall be precluded from securing other employment while on layoff status.

SECTION 4. ASSIGNMENTS, VACANCIES, TRANSFERS

4.01 Job Posting

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of ten working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the District's website.

4.02 Trial Period

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

4.03 Involuntary Transfers

When the District determines that an involuntary transfer of an employee is necessary, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference.

SECTION 5. PAID VACATION

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

Paid Vacation will be provided to Calendar Year Full-time and Calendar Year Part-time employees according to the following schedule:

Number of Years Worked	Vacation Days Earned
After one (1) year of service	5 days
After two (2) years of service	10 days
After seven (7) years of service	15 days
After fifteen (15) years of service	20 days

Employees in their first year of service earn a pro-rated amount of vacation based upon the number of months worked. For example, an employee hired in October 1, 2016 would be eligible to earn nine-twelfths (9/12) of the employee's vacation allotment on July 1, 2016. This would entitle the employee to 9/12* 5 days on July 1, 2016 or 3.75 days. The employee under this example would be entitled to five (5) days of vacation on July 1, 2016. This provision is not retroactive.

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

5.02 Scheduling of Vacation

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

5.03 Vacation Accumulation

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

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

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

5.05 Holidays during Vacation

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

SECTION 6. HOLIDAYS

6.01 Holidays Defined

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

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

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

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

Labor Day	Thanksgiving Day
December 24	December 25
Memorial Day	New Years Day

6.02 Holidays Falling on Weekends

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

6.03 Holidays Falling on Student Contact Days

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

6.04 Work on a Holiday

Employees who are called in to work on any of the above-mentioned holidays shall be paid time and one-half for all hours worked in addition to the holiday pay.

6.05 Holidays during Vacation

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

6.06 Eligibility for Holiday

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

SECTION 7. WAGE COMPENSATION AND EXPENSES

7.01 Wage Schedule

Appendix B, Wage Schedule, shall be attached hereto.

7.02 New Employee Wage Schedule Placement

- A. New employee placement – New employees shall be placed on the wage schedule at the discretion of the District.
- B. Step Movement after First Year of Employment: Employees beginning employment prior to December 31st who have provided satisfactory service, as determined by the District, will advance to the next step the ensuing fiscal year on July 1st provided funds are available as determined by the District. Employees who begin employment after January 1st will remain on the same step for the ensuing fiscal year. An employee may be held to the previous year's step for less than satisfactory performance. An employee may be frozen at his/her previous year's wage rate for more serious nonperformance.

7.03 Out-of-Classification Pay

Any employee working in a higher paid classification for more than ten (10) working days shall receive the pay of that classification. Upon completion of the employee's assignment under the higher pay scale, the employee shall revert to his or her former classification and rate.

7.04 Rate of Pay upon Promotion

Whenever an employee is promoted to a new higher paid classification, he or she will be placed at the step that gives the employee the smallest wage increase. An employee who is voluntarily or involuntarily transferred to a lower paid classification shall retain her/his step placement. Upon voluntary transfer to a position in the same job classification, the employee shall retain her/his pay rate and step placement.

7.05 Uniforms, Protective Clothing and Tools

A. Uniforms:

1. All food service and custodial employees of the District shall be required to wear a District approved uniform while on the job. The uniforms may consist of a combination of jackets, hats, gloves, work shirts, work pants, work shorts and sweatshirts. The District shall furnish a stipend per employee toward new uniforms on a schedule established by the District.
2. All employees shall be required to clean and maintain their work shirts and work/pants.
3. The District Administrator shall determine a supplier of uniforms and all employees shall place their respective orders through this supplier.
4. The District Administrator shall determine the style, color, and type of fabric of said uniforms.

7.06 Expenses

Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions shall not receive reimbursement for travel, meals, lodging, and registration unless prior approval has been received to exceed the amounts. The District reimbursement schedule is listed below. Employees will be reimbursed at the following rates, or actual cost, whichever is less.

Breakfast	\$7.00	Lodging	\$77.00 per night
Lunch	\$11.00	Registration	Actual cost of registration
Dinner	\$23.00	Mileage:	Standard IRS Rate for mileage reimbursement

SECTION 8. JOB RELATED TRAINING / LICENSURE

8.01 In-Service Training

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

8.02 Job-Related Education and Training

The District shall, upon prior approval of the District Administrator and/or his/her designee, reimburse employees not to exceed Two Hundred Fifty dollars (\$250.00) per contract year for job related education and training, as determined by the District Administrator and/or his/her designee, to be done on the employee's own time. Such training or education shall not be done during the employee's working hours, nor shall it result in overtime. The employee will receive his/her regularly scheduled hourly wage if the District Administrator and/or his/her designee requires the employee to attend job related education and training during the employee's regularly scheduled work day.

8.03 License Renewal Reimbursement for Special Education Assistants

Special education assistants who have been employed by the District as a special education assistant for at least five years and who are required by the District and by the Department of Public Instruction to possess a DPI Special Education Aide License #883 shall be reimbursed by the District for up to seventy-five dollars (\$75.00) for the cost of renewal of the #883 license. The reimbursement shall occur at the time of the DPI's approval of the special education assistant's application for license renewal. The reimbursement is not applicable if the special education assistant has worked less than five years with the District or if the seventy-five dollars (\$75.00) is to be applied toward the cost of the special education assistant's initial five year special education aide #883 license.

SECTION 9.

EMPLOYEE EVALUATIONS

9.01 Evaluation

The primary purpose of evaluation is to provide continuous improvement in the quality of service to the community/students/staff of the 1 District.

9.02 Procedures

The District will orient all employees regarding evaluation procedures.

9.03 Frequency

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

9.04 Receipt of Evaluation

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

9.05 Comments, Disputes

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

9.06 Evaluators

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

SECTION 10.

RESIGNATION FROM EMPLOYMENT

10.01 Notice of Termination of Employment

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

SECTION 11. Benefits

11.01 Annuity Contributions

The Board will pay each bargaining unit member a sum equal to the most recent WRS state rate for employer contributions multiplied by their previous year's gross regular time wages for each employee. This sum is to be placed into a tax sheltered annuity program specified by the employee. This sum will be calculated in February and the employee notified. An employee must have worked a minimum of ninety (90) days in the district prior to February 1 to be notified not later than March 15 by the employee as to the employee's choice of annuity program. The annuity payment will be prorated for new employees who qualify but do not have a full year of employment with the district. The annuity for first year employees will be calculated using probation compensation from the previous year. The annuity payment will be made to the designated company by March 31. If an employee terminates employment during the contract year, the annuity payment will be calculated prorating the previous year's wages. Employees terminating employment between March 31 and June 30 will have this portion of the annuity payment deducted from their final paycheck.

11.02 Sick Leave Accumulation

Sick leave will accumulate for full year and school year employees to a maximum of sixty (60) or forty-five (45) (depending upon the maximum days allowed for the classification the employee is in). Employees who exceed 60 or 45 days accumulative at the end of the contract year, will be paid for one-half (1/2) of the excess days over 60 or 45 at the daily rate (basic schedule and credit pay) for his/her current contract. Upon payment of these excess days said employee will drop back to 60 or 45 accumulated sick days.

11.03 Post Employment

Severance Pay – Upon retirement, after age 55 or 20 years of service, the employee shall be paid 75% of his/her accumulated sick leave not to exceed 45 days or 33.75 days (depending upon the maximum days allowed for the classification the employee is in) on the basis of his or her last hourly rate of pay.

Part IV – Substitute Employees



SECTION 1. ALL SUBSTITUTE EMPLOYEES

1.01 Pre-Employment Requirements

All new substitute 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.

1.02 Licensure and/or Permit

All substitutes shall have the necessary license and/or permit required by state law to serve in the substitute teaching assignment.

1.03 Training and Evaluation

Suitable programs of training, orienting and evaluating the work of substitutes may be provided by the instructional staff and/or the District as appropriate.

1.04 Assignment and Professional Responsibilities

- A. Assignments: Substitutes shall be assigned at the discretion of the District.

Teaching substitutes shall be assigned as follows:

1. Principals' requests for a given substitute shall take first precedence.
 2. Teachers' requests for a given substitute shall take second precedence. The jobs under this subsection will be posted to substitutes as soon as the District has been notified of an absence.
 3. After the above process has been completed, all other substitutes shall be notified of the available work.
- B. A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute.
- C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
1. A substitute teacher may refuse a personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute teacher list if the substitute demonstrates a pattern or practice of declining assignments.
 2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute who wishes to cancel an assignment on the current date must inform the secretary overseeing substitutes by phone. Any substitute teacher who abuses the cancellation privilege, in the District's discretion, will have their cancellation privileges revoked.

D. Professional Responsibilities:

The professional responsibilities and duties of substitutes shall be consistent with the regular responsibilities and duties for whom they are substituting. When a teacher substitute is employed as a long-term substitute teacher, or is employed at the end of the semester, and is expected to close out school records, do report cards, and inventories, he/she may be given up to one day to complete these tasks if deemed necessary by the principal. The substitute will be compensated at the applicable substitute rate.

E. Long-Term Substitute Assignment

1. When a substitute is assigned for more than ten (10) consecutive days in the same position, then the long-term rates apply retroactive to the first day, unless such long-term is known in advance, in which case payment will begin on the first day. The teacher substitute's hourly rate shall be computed based on the number of periods per day in a building (e.g. eight (8) periods at MPHS).
2. Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher.

- F. Substitute Teaching Day: Substitute's teaching day shall be eight (8) hours, including the duty free lunch, when subbing for a full-time teacher who is absent for a whole day. If a teacher does not have a full schedule of classes the time will be prorated. A substitute's teaching day may be less than eight (8) hours if the substitute is replacing a teacher on a partial absence. .

1.05 Compensation

A. Daily Rate:

1. Short-Term Per Diem Teacher Substitute: \$115/day or \$57.50/half-day (four periods or less). After 10 days: \$125/day or \$62.50/half-day (four periods or less).
2. Long-Term Per Diem Teacher Substitute: \$150/day
3. All Other Substitutes: The hourly rate shall be computed based on the starting hourly wage for the position for which the employee is substituting.

B. Homebound or Alternative Site Instruction

1. Substitute teachers who are contracted to provide homebound or alternative site instruction to a student of this school district, shall be compensated at the rate of dollars (\$25.00) per hour.
2. Substitute teachers will be paid mileage from the student's school to the student's location and back pursuant to the terms of the *Handbook*.

1.06 Dismissal/Removal from Substitute List

Substitute teachers are casual employees and therefore have no expectation of continued employment. As such substitute teachers may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute teachers may also be removed from the substitute call list at the discretion of the district.

APPENDIX: FORMS

Appendix A

Teacher Effectiveness Compensation

Effective Level	BS Lane	MS Lane
1	\$38,718.82	\$42,203.51
2	\$39,880.39	\$43,680.64
3	\$41,076.80	\$45,209.46
4	\$42,309.10	\$46,791.79
5	\$43,578.37	\$48,429.50
6	\$44,885.73	\$50,124.54
7	\$46,232.30	\$51,878.90
8	\$47,619.27	\$53,694.66
9	\$49,047.84	\$55,573.97
10	\$50,519.28	\$57,519.06
11	\$52,034.86	\$59,532.23
12	\$53,595.90	\$61,615.85
13		\$63,772.41
14		\$66,004.44

- NBCT = \$1,500/annually
- Credit Reimbursement = \$150/credit (credit must meet criteria as defined in E.H. 7.04 Education Lane Adjustment)
- Staff that are off the schedule will be placed in a 'ghost lane' receiving CPI increases permissible as funding is available

Appendix B

2020-2021 Support Staff Without Contracts

Summer Help	Custodian	Lead Custodian	Clerical	Instructional Assist.
\$9.00	\$12.50	\$13.50	\$13.50	\$13.50
\$9.50	\$13.00	\$14.00	\$14.00	\$14.00
\$10.00	\$13.50	\$14.50	\$14.50	\$14.50
\$10.50	\$14.00	\$15.00	\$15.00	\$15.00
\$11.00	\$14.50	\$15.50	\$15.50	\$15.50
\$11.50	\$15.00	\$16.00	\$16.00	\$16.00
\$12.00	\$15.50	\$16.50	\$16.50	\$16.50
\$12.50	\$16.00	\$17.00	\$17.00	\$17.00
\$13.00	\$16.50	\$17.50	\$17.50	\$17.50
\$13.50	\$17.00	\$18.00	\$18.00	\$18.00

APPENDIX: SALARY REDUCTION AGREEMENT

SCHOOL DISTRICT SALARY REDUCTION AGREEMENT

Dated: _____

Read this before completing this form: This salary reduction agreement does not establish a tax-deferred annuity with a specific vendor but only authorizes the reduction of funds from your paycheck. For new enrollments, separate 403(b) enrollment applications must be requested from the vendor(s) you have chosen from the list of District-approved vendors (this list is available at the District office). Please return these separate enrollment application(s) to the District office along with this salary reduction agreement form.

Employee: _____ SSN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Date of Birth: _____

I. Employee Deferrals – Section 403(b) Deferral Election.

I hereby authorize the School District ("District") to withhold \$ _____ OR _____% (whole dollar amount or whole percentage of total pay period compensation) from my compensation per pay period.

This Agreement shall be effective as of the first pay date which is not less than ten (10) business days following the date of execution of this Agreement. The District shall remit the withheld funds to the following Vendor(s) that I have selected:

<u>TSA 403(b)</u> (Before Tax)	<u>ROTH TSA 403(b)</u> (After Tax)	<u>TOTAL</u>	<u>Approved Vendor Name</u>
<u>Amount</u> (whole dollar/percentage)	<u>Amount</u> (whole dollar/percentage)	<u>Amount</u> (whole dollar/percentage)	

\$ _____ OR _____% + \$ _____ OR _____% = \$ _____ OR _____% _____

<u>Amount</u> (whole dollar/percentage)	<u>Amount</u> (whole dollar/percentage)	<u>Amount</u> (whole dollar/percentage)	<u>Approved Vendor Name</u>
--	--	--	-----------------------------

\$ _____ OR _____% + \$ _____ OR _____% = \$ _____ OR _____% _____

I have established an account with the 403(b) vendor(s) indicated above: Yes No

[Employee must establish account with vendor(s).]

II. Employee Deferrals – WDCP Section 457(b) Pre-tax Deferral Election.

I have elected to participate in the Wisconsin Deferred Compensation Plan ("WDCP") sponsored by the Wisconsin Department of Employee Trust Funds. I hereby authorize the School District ("District") to withhold \$ _____ OR _____% (whole dollar/percentage amount) from my compensation per pay period.

This Agreement shall be effective as of the first pay date which is not less than ten (10) business days following the date of execution of this Agreement. The District shall remit the withheld funds to the following Vendor(s) that I have selected:

Amount (whole dollar/percentage)

Vendor Name

\$ _____ OR _____% _____

I have established an account with the 457(b) vendor(s) indicated above: Yes No

[Employee must establish account with vendor(s).]

III. Terms/Conditions. This Agreement is legally binding upon me and may be terminated by me only by giving notice of termination in the payroll period preceding the payroll period in which the termination is to be effective.

By the execution of this Agreement, I represent that:

1. I understand and agree that there are limitations on my deferrals under the School District Employees Tax Shelter Annuity Plan and WDCP and that my contributions under this election do not exceed those limits. Further, I confirm that any deferrals in excess of the general limitations are due to my eligibility for either "catch-up" election which allows for a deferral in excess of the \$16,500 limit (for 2011, adjusted annually) for the 403(b) plan and \$16,500 limit (for 2011, adjusted annually) for the WDCP Section 457(b) Plan.
2. This Agreement shall terminate any prior Salary Reduction Agreement executed between myself and the District under the School District Employees Tax Shelter Annuity Plan and WDCP.
3. I have made an independent determination as to my desire to make these salary deferrals.
4. I have assessed the risk associated with such investment(s) and have determined, with such professional advice as I deemed necessary, that the product offered by the Vendor is suitable to me.
5. The District has no responsibility to evaluate, explain, or advise me, now or in the future, as to the performance, status or otherwise of the operation or soundness of any product or investment offered by the Vendor or alternative investments. The Employer shall not make any representations to the Employee regarding the advisability or appropriateness of the tax consequences of this Salary Reduction Agreement, participation in the Tax Sheltered Annuity, or the specific vendor selected by the Employee. If such representations are made, the Employee shall disregard such representations and the Employee shall not rely upon such representation.

6. I have made an independent determination as to my deferral level after consideration of the requirements of law and affirm that my contributions are within the limits of the law.
7. I understand that I am responsible for determining that the amount of my deferral contributions elected above in this Salary Reduction Agreement, plus any amount deferred under a SIMPLE plan, a 401(k) plan or other 403(b) plan not sponsored by the District, does not exceed the maximum limit specified under Internal Revenue Code section 402(g) for any given plan year.
8. I have not made more than three (3) other changes in the amount contributed under the Tax Shelter Annuity Plan during the same plan year as the deferral under this Agreement, unless otherwise permitted by the plan document.

By executing this Agreement, I hereby elect, where the general limitations of Code sections 403(b), 415(c) and 457(b) are not satisfied, such alternative limitations as are available and necessary for me to comply with the annual addition limitations, as determined under Code sections 415(c)(4) and 457(e).

Dated this _____ day of _____, 20_____.

Signature of Employee

FOR BUSINESS OFFICE USE:

This deduction will begin
on: _____

Business Office
Initials: _____

Fully executed Copy returned to employee
on: _____

APPENDIX: GRIEVANCE INITIATION INSTRUCTIONS
SCHOOL DISTRICT OF MINERAL POINT UNIFIED

Complete the original and two copies. Please print or type. Give the original to your immediate supervisor.
Keep one copy for your records.

EMPLOYEE GROUP

EMPLOYEE'S NAME

HOME ADDRESS

SCHOOL

JOB TITLE

1. What is the action or situation about which you have a grievance? (Be specific as to names and locations.)

2. On what date did the above action or situation occur?

3. What provision of the *Employee Handbook* has been violated?

4. What do you think should be done about it, i.e., what is the remedy that you seek?

5. When was this grievance discussed with your immediate supervisor?

Name & Title of your
Immediate supervisor

NAME

TITLE

6. What other person do you want notified regarding this grievance?

NAME

MAILING ADDRESS

That person's role in this grievance:

EMPLOYEE'S SIGNATURE

DATE

APPENDIX: GRIEVANCE APPEAL INSTRUCTIONS

SCHOOL DISTRICT OF MINERAL POINT UNIFIED

Complete the original and two copies of this form. Send the original to the next higher authority to hear the grievance. Retain one copy for your records. An appeal must be filed within the time limits provided or it will be dismissed with prejudice.

EMPLOYEE'S NAME	TITLE	DATE OF GRIEVANCE INITIATION
-----------------	-------	------------------------------

SCHOOL	SHIFT	LOCATION
--------	-------	----------

1. I wish to appeal the grievance disposition signed by:

Name	Title	Date
------	-------	------

2. Nature of Grievance:

3. What provision of the *Employee Handbook* has been violated?

4. Reason for Appeal:

EMPLOYEE'S SIGNATURE

DATE

Mineral Point Unified School District
Non-Instructional Staff Letter of Appointment

[Insert Date]

To: [Insert Employee Name]
FROM: Superintendent of Mineral Point Unified School District
RE: Anticipated Assignment for the 2020-2021 School Year

Mr./Ms.

You are hereby placed on notice that the District intends to offer you similar work for the 2020-2021 school year. The particulars of your anticipated assignment for the 2020-2021 school year are as follows.

EMPLOYEE NAME:

HIRE DATE:

POSITION:

HOURS PER DAY/WEEK:

HOURLY WAGE:

EMPLOYMENT CONDITIONS:

1. You are required to report no later than the first available date of contact or the first day of school, whichever comes first, with employment ending on the last date of available contact or the last day of school, whichever is later.
2. You should construe this letter of intent as neither a guarantee of work nor a limitation on the number of hours per day or hours in a workweek the administration may assign to you. The Superintendent reserves the right to assign you additional hours as educational or operational needs require and to reduce or eliminate your position based upon budgetary or operational needs.
3. This assignment may be changed at the Superintendent's discretion and does not constitute a binding employment contract. As such, you are an at-will employee.
4. If any portion of this document conflicts with the District's *Employee Handbook*, policies, rules or procedures, this document shall be subservient.

Please contact me if you have any questions or concerns or if you do not intend to return to your anticipated position for the 2020-2021 school year.

[Signed], Superintendent of Schools

**STANDARDS OF CONDUCT - HARASSMENT, BULLYING,
DISCRIMINATION COMPLAINT FORM:**

If you believe you have been the victim of bullying, harassment or sexual harassment as defined by District policies, you must immediately must fill out this complaint form completely and turn it into your principal or immediate supervisor, unless the principal is the subject of your complaint in which case you must deliver this form to the District superintendent. The District will process your complaint(s) in accordance with applicable Board policies and the terms of this *Handbook*.

- 1) Name:
- 2) Address:
- 3) Home phone or number where you can be reached:
- 4) Position & work site:
- 5) Name of Immediate Supervisor:
- 6) Please state date(s) of the event or series of events causing the complaint:

- 7) Please state your complaint including the harm alleged and policy violated:

- 8) Please state specific facts of which you are aware to support your complaint and the names of any witnesses who may be able to corroborate your statements (list all details and attach additional sheets if necessary):

- 9) Please state the remedy sought:
- 10) If you will be represented in pursuing your complaint, please identify that individual or organization (if known):

Name: _____

Address: _____

Telephone: _____

FAX: _____

Signature:

Date Submitted:

**Please note that filing this complaint is only the first step in the process. The District will contact you to schedule one, if not several, follow-up meetings as a part of its investigation into your complaint and the allegations contained therein.*

Employee Accident/Injury Report

(To be completed by Principal/Supervisor within 24 hours
of time of accident/injury)

EMPLOYEE INFORMATION (Please print legibly)			
Employee Name (Last, First, Middle initial)			
Employee Address	City	State	Zip
Home Telephone Number ()	Work Telephone Number ()		
ACCIDENT INFORMATION			
Building or Site Where Accident Occurred (include address if not at a district facility)			
Date of Accident/Injury	Time of Accident/Injury	Name of Person Notified	
Describe how the Accident/Injury Occurred:		Body Part(s) Injured:	
		Wrist _____	Hand _____
		Leg _____	Knee _____
		Head _____	Eye _____
		Face _____	Teeth _____
		Ankle _____	Foot _____
		_____	Chest _____
		Arm _____	Back _____
		Neck _____	Other _____
Please describe any resulting injury:			

TREATMENT INFORMATION

Did the Employee See a Doctor or Go to the Hospital? Yes No	Date of First Treatment (if known)
Name of Physician, Clinic or Hospital Name and City/Address	
Signature of Principal and/or Supervisor	Date
<i>Please FAX or deliver front page to the District Office <u>within 24 hours</u> of the Accident/Injury.</i>	

Part 2: Accident/Injury Follow-up and Investigation		
Were there any witnesses to this accident?	Yes	No
If Yes, complete the following:		
Name of Witness(es)	Address	Telephone
Please answer the following questions. Circle "Yes" or "No". Indicate N/A if the questions does not apply.		
1. Was injured person properly instructed in safe efficient methods?	Yes	No
2. Did he/she violate any instructions, policies or procedures?	Yes	No
3. Was necessary protective equipment worn? (Goggles, safety belt, hard hat, etc)	Yes	No
4. Did poor housekeeping contribute to the accident?	Yes	No
5. Was accident caused by something which needed repair?	Yes	No
6. Was accident caused by an unsafe act?	Yes	No
What do you consider the cause(s) of this accident?		
What steps are being taken to prevent similar accidents?		
Lost Time Information (If applicable)		
Time Missed from Work	Date Returned to Work:	
Hours: Days:		
Person Making Report:		
Name	Title	Date
Building		
Principal/Supervisor Signature		Date

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

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

THE DISTRICT'S LEGAL DUTIES

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

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

This Notice takes effect on July 1, 2011 and remains in effect until the District replaces it. You may request a copy of this Notice at any time or you may view it on the District's website at www.mineralpointschools.org For more information about our privacy practices, or for additional copies of this Notice, please contact the individual designated at the end of this Notice.

USES AND DISCLOSURES

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

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

Payment: The District may use and disclose your protected health information to determine and to fulfill coverage responsibilities and to provide benefits under the District's health plan. The District may also use and disclose your protected health information to obtain or provide reimbursement for benefits provided. For example, a third-party administrator may send you a

detailed bill or explanation of benefits form, which may include information that identifies you, your diagnosis, and the procedures that you received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INDIVIDUAL RIGHTS

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

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

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

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

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

Authorization: The Plan will obtain your written authorization for uses or disclosures that are not identified by this Notice. Subject to certain limitations, you may revoke any authorization in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

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

COMPLAINTS

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

CONTACT INFORMATION

For further information about the District's privacy policies, or if you have a concern or complaint regarding said policies, please contact:

Mitch Wainwright, District Administrator
608-987-0741

REASON	EXPLANATION	LAWS THAT APPLY	HEALTH CARE PROVIDER CONFIRMATION	PAY	PAID LEAVE SUBSTITUTION	DURATION OF ABSENCE
Reason #1	Employee is subject to federal, state, or local quarantine or isolation order related to COVID-19.	Families First Coronavirus Response Act (FFCRA), Emergency Paid Sick Leave Act (EPSLA), and Emergency FMLA Expansion Act (EFMLA)	No	District provided paid Sick Leave for up to a max of \$511 daily and \$5,110 total.	NA	2 weeks (80 hours or a part-time employee's two-week equivalent) for EPSLA and 10 weeks for EFMLA Expanded FMLA counts towards an employee's total 12 weeks of "regular" FMLA leave.
Reason #2	Employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19	Families First Coronavirus Response Act (FFCRA), Emergency Paid Sick Leave Act (EPSLA), and Emergency FMLA Expansion Act (EFMLA)	Yes	District provided paid Sick Leave for up to a max of \$511 daily and \$5,110 total.	NA	2 weeks (80 hours or a part-time employee's two-week equivalent) for EPSLA and 10 weeks for EFMLA Expanded FMLA counts towards an employee's total 12 weeks of "regular" FMLA leave.
Reason #3	Employee is experiencing the symptoms of coronavirus and is seeking a medical diagnosis.	Families First Coronavirus Response Act (FFCRA), Emergency Paid Sick Leave Act (EPSLA), and Emergency FMLA Expansion Act (EFMLA)	No	District provided paid Sick Leave for up to a max of \$511 daily and \$5,110 total.	NA	2 weeks (80 hours or a part-time employee's two-week equivalent) for EPSLA and 10 weeks for EFMLA Expanded FMLA counts towards an employee's total 12 weeks of "regular" FMLA leave.
Reason #4	Employee is caring for "an individual" (need not be a family member) who is subject to an order described by federal, state, or local quarantine or isolation order related to COVID-19.	Families First Coronavirus Response Act (FFCRA), Emergency Paid Sick Leave Act (EPSLA), and Emergency FMLA Expansion Act (EFMLA)	No	District provided paid Sick Leave for 2/3 pay, Max of \$200 daily and \$2000 total.	Vacation Sick Leave Personal Leave Leave Without Pay	2 weeks (80 hours or a part-time employee's two-week equivalent) for EPSLA and 10 weeks for EFMLA Expanded FMLA counts towards an employee's total 12 weeks of "regular" FMLA leave.
Reason #5	Employee is caring for a son or daughter under the age of 18 because such son or daughter's school or place of care has been closed, or such son or daughter's care provider is unavailable due to coronavirus.	Families First Coronavirus Response Act (FFCRA), Emergency Paid Sick Leave Act (EPSLA), and Emergency FMLA Expansion Act (EFMLA)	No	District provided paid Sick Leave for 2/3 pay, Max of \$200 daily and \$2000 total.	Vacation Sick Leave Personal Leave Leave Without Pay	2 weeks (80 hours or a part-time employee's two-week equivalent) for EPSLA and 10 weeks for EFMLA Expanded FMLA counts towards an employee's total 12 weeks of "regular" FMLA leave.
Reason #6	Employee is experiencing any other "substantially similar condition" specified by the Secretary of Health and Human Services in consultation with the Secretary of Treasury and the Secretary of Labor	Families First Coronavirus Response Act (FFCRA), Emergency Paid Sick Leave Act (EPSLA), and Emergency FMLA Expansion Act (EFMLA)	Situation Dependent	District provided paid Sick Leave for 2/3 pay, Max of \$200 daily and \$2000 total.	Vacation Sick Leave Personal Leave Leave Without Pay	2 weeks (80 hours or a part-time employee's two-week equivalent) for EPSLA and 10 weeks for EFMLA Expanded FMLA counts towards an employee's total 12 weeks of "regular" FMLA leave.

MINERAL POINT HIGH SCHOOL
INTERSCHOLASTIC ATHLETIC/ACTIVITY MANUAL
2020 – 2021

Vickie Dahl, CAA
Athletic/Activities Director

Mineral Point Unified School District: Nondiscrimination Policy

The Mineral Point Unified School district, in accordance with Title IX of the Educational Amendments of 1972 and other Federal and State regulations, hereby declares that it is committed to the principle of equal education and employment opportunity and, accordingly, does not discriminate as to sex, race, color, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability. Any inquiries or complaints alleging non-compliance with Title IX of the Educational Amendments of 1972 or other Federal and State civil rights or nondiscrimination regulations shall be referred to the Title IX Coordinator, Luke Francois – District Superintendent, of the Mineral Point Unified School District.

REVISED JULY 2020

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SECTION A - Part I

ACTIVITIES PHILOSOPHY AND GENERAL OBJECTIVES AND GOALS

The activities program in the Mineral Point Public Schools is considered to be an integral part of the district's total educational program. As such, the coaches and advisors in the various sports and clubs are considered to be teachers in their respective areas and will conduct themselves in a professional and ethical manner at all times. Also, the participants are considered to be students at all times during practices, games, contests, meetings and conventions and will conduct themselves in a courteous and respectful manner as they would in the classroom or at other school activities.

This statement will not dwell at length on the benefits of interscholastic athletics and school sponsored clubs or the many benefits derived there from by the student participants and the entire student body. Suffice to say that the school recognizes the values of an interscholastic activities program and wholeheartedly endorses and supports as broad a program as possible for students in the school.

The general goals and objectives of the activities program in the Mineral Point Public Schools are:

1. Promote the development of favorable habits and positive attitudes in students that will prepare them for adult life.
2. Assist in the healthful development of the body and mind of the student and to promote healthful living, confidence and self-discipline.
3. Emphasize and encourage positive lifestyles that will assist in striving to be the best.
4. Promote academic excellence in the classroom.
5. Recognize and promote lessons learned regarding good sportsmanship, ethics, teamwork and the value of competing, win or lose.
6. Ensure a safe and secure environment for practice and competitions.
7. Encourage coaches to be leaders, role models and persons of character.
8. Recognize and promote the accomplishments of the Athletic/Activities Department (both teams and individuals).
9. Promote cooperation throughout the Athletic/Activities Department, while supporting all athletic and extracurricular programs.
10. Develop school awareness and school spirit. Be a source of fun, enjoyment and school participation.

The major goal of any activities competition is to succeed. However, all such efforts of coaches/advisors and participants to achieve a victory will be made with the best interests and general welfare of the students participating foremost in mind and always in a sportsmanlike manner. Victory at the sacrifice of either of these basic principles is not a proud accomplishment and will not be practiced in Mineral Point.

DID YOU KNOW THE FOLLOWING FACTS **DOCUMENTED BY RESEARCH?**

Students who participate in co-curricular and extra-curricular activities tend to have higher grade point averages, better attendance records, lower drop-out rates, and fewer discipline problems than students in general. Students involved in activities/athletics are generally **motivated** to do well in school.

The **majority** of high school students nationwide perceive that athletics and other activities make school fun and enjoyable and are important. Participation in sports and other activities has proven more likely to predict future success than either high grades or high SAT/ACT scores. Involvement in extra-curricular activities leads to feelings of self-satisfaction and happiness and gives students the will to succeed in life.

Extra-curricular activities teach specific skills for managing stress and coping with the problems of life, and discourage the substitution of alcohol or other drugs as coping mechanisms to get through tough times.

A sense of belonging, high hopes for achievement, acceptance of discipline and loyalty, time management skills, responsibility, accountability, punctuality, self-confidence, a sharing of different personal backgrounds, and an acceptance of different personalities are valuable lessons for adulthood are taught by extra-curricular activities.

PART II - THE COACH'S CODE OF ETHICS

My first consideration shall be the welfare of the athletes. My leadership shall be wholesome and contribute to clean living, better health habits, a true respect for the rules of play, authority of officials and consideration for opponents and all with whom contact is had.

My aim shall always be to make competitive athletics truly a part of the educational program.

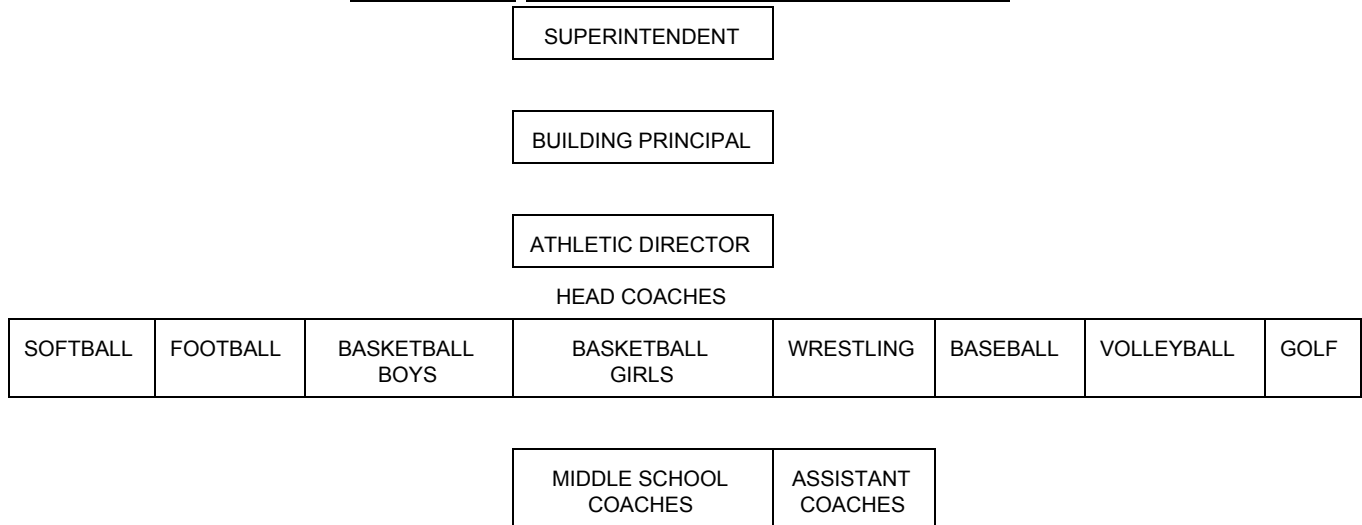
My personal conduct on the field, in the school and in the community shall be such as to be truly worthy of imitation by the players under my care.

My relationship with the players, fellow coaches, teachers and school authorities shall be such as to develop mutual respect and confidence.

My objective shall be to win with modesty and to lose graciously.

I shall teach that good sportsmanship is good citizenship and as such is essential to individual, community, state, and nation.

PART III - ATHLETIC ORGANIZATION



SECTION B

Co-curricular and extra-curricular school programs are intended to enrich student learning and development through activities that foster emotional, intellectual and physical growth.

Co-curricular and extra-curricular activities are viewed as a privilege earned and not as an automatic right. All athletics and activities must be educational in nature in order to fit into the established position of the educational program of Mineral Point High School. The co-curricular code rules and regulations of Mineral Point High School are in effect year round. All athletes must also follow the WIAA Code of Conduct (WIAA Handbook, page 39).

BROAD GOALS

Serve the varied needs, interests and abilities of district students.

1. Provide outlets for student energies and provide a place to succeed.
2. Allow students to acquire new skills and enhance existing ones.
3. Help students develop responsibilities, leadership and skills of competition.
4. Provide opportunities for the gifted and talented abilities.
5. Provide a means of entertainment for the community.
6. Provide the community identification and pride in their schools.
7. Encourage lifetime interests in programs begun in school.

Student Activities/Athletic Code Procedure

The co-extra curricular activities are grouped into two (2) categories and governed by the codes described below.

Group A

Interscholastic Athletics

Group A Code

WIAA Code of Conduct

MPHS Activities/Athletic Code

MPHS Student Handbook

The following is a list of the sports offered:

Baseball

Basketball (Boys and Girls)

Football

Golf

Softball

Volleyball

Wrestling

Co-operative programs with Dodgeville HS

Cross Country (Boys and Girls)

Gymnastics

Soccer (Boys and Girls)

Track (Boys and Girls)

Principal and/or Athletic Director-Activities Director is responsible for enforcement.

Group B

Music Performance Groups

(those that meet/rehearse only outside the school day)

Key Club

FFA

Forensics

High School Student Council

Drama (School Musical)

Cheerleading

Rodeo (Non-School Activity)

SKILLS USA/Outdoorsman

Spanish Club

Science Club

FBLA

National Honor Society

Mock Trial

Trap Shooting

Group B Code

MPHS Activities/Athletic Code

MPHS Student Handbook

Group C Code

Homecoming Court

Prom Court

ORGANIZATIONS OF TEAMS

In basketball, football, volleyball, baseball, golf and softball the following squads may be formulated: Varsity Squads, Varsity Reserve Squads, JV squads.

VARSITY SQUAD will be comprised of freshmen, sophomores, juniors, and seniors selected by the head coach. Only those boys/girls will be selected as varsity squad members who are sufficiently capable and skilled that they can normally be expected to participate in games a reasonable amount of time and actively contribute to the major goal of winning the games.

JUNIOR VARSITY SQUAD will be comprised primarily of freshmen and sophomores who have not shown sufficient skill for assignment to the varsity squad as determined by the head coach. All WIAA and conference regulations shall be adhered to in the assignment of squad members. As much as possible, athletes will be assigned to only one squad in a given sport and will participate in only those games of that particular squad. Due to the limited number of participants, it may be necessary, in some cases, to use an athlete on two squads. Coaches will exercise keen discretion in this matter and will make any dual-squad assignments with the interests of the athlete involved foremost in mind. The major concern in this matter is the possibility that an athlete might be "overplayed" which could be detrimental to their health and wellbeing. Coaches will also exercise caution and discretion in determining the extent of participation in games of respective squads. Another point to consider is the district wants to encourage the active participation of as many athletes as possible in the athletic program at the lower squad levels. The greater effort at these levels should be toward wide game participation and basic skill development rather than on winning.

GROUP A

Eligibility:

1. A full time student may be afforded up to eight consecutive semesters of interscholastic eligibility upon entry into grade 9. Transferring schools at any time may result in restrictions being imposed on eligibility, or in some cases, a denial of ineligibility.

Note: See Article 2 Residences and Transfer, Section 3, Letter A in WIAA Handbook.

2. A high school student must be under the age of 19 before August 1 of each school year.
3. A student may not participate in a sport outside of school at the same time as they are participating in that sport in school.
4. A student may not practice for or participate in interscholastic athletics until the school has written evidence on file in its office attesting to:
 - Parent permission including acknowledgement of receiving the school athletic code.
 - Acknowledgement of receiving the WIAA Rules of Eligibility. (Included in code)
 - Athletic Emergency Form/Authorization for Release of Medical Information
 - Current physical fitness to participate in sports. (Current WIAA physical on file)
 - Athletic User Fee
 - Parent/Athlete concussion agreement.

Academics:

1. A student is eligible for interscholastic competition at a member school if he/she is:
Note: A file-time student is a student where the member school is responsible for programming 100% of the student's school day. The student is eligible for like or similar awards, privileges and services as all other students and meets obligations and responsibilities as other students, without exception.
 1. Carried on the attendance roles as a duly enrolled full-time student of a public member school for purposes of state equalization aids as a Grade 9, 10, 11 or 12 student in that member school.
 2. Carried on the attendance roles as a duly enrolled student of a nonpublic member School as a full-time Grade 9,10,11 or 12 student in that member school.
2. Students quarter grades will be used to determine eligibility. Student's fourth (4th) quarter grades will be used to determine eligibility for the first (1st) quarter of the following school year.
3. A student in grades 9-12 must not have a failing grade in the latest grade reporting or academic evaluation period (progress reports) to remain eligible for interscholastic competition. A student not meeting these requirements will miss a minimum of one (1) contest. The ineligibility period will be for three weeks (15 consecutive scheduled school days and nights) or until the student is doing passing work.
4. A student in grades 9-12 may not have a failing grade or incomplete per quarter. A student who becomes academically ineligible during the school year may regain eligibility on the 16th scheduled school day by meeting all academic requirements following a period of 15 scheduled school days and nights of ineligibility. The student who becomes ineligible will miss a minimum of two (2) contests. A student who has incompletes will regain eligibility immediately if incompletes are made up within 2 weeks after a grade report period.
5. When the earliest allowed WIAA game/meet takes place before or on the first day of classes at a member school, the maximum ineligibility period shall be the lesser of: a) 21 consecutive calendar days beginning with the date of the earliest competition in a sport: or b) one third of the maximum number of games/meets allowed in a sport (rounded up if one-third results in a fraction).
6. Students who are under academic suspension may be allowed to practice at the discretion of the advisor/coach with the approval of the Activities/Athletic Director. The athlete will not be allowed to suit up for contests with another school.
7. Students are responsible for any school work missed due to co/extra-curricular activities. They are expected to make every effort to contact the instructor prior to the absence.

Attendance

1. A student absent from school for more than 4 periods in one day (unless sanctioned by an administrative officer) shall not be permitted to compete in practice or a scheduled contest on that day.
2. A student is required to be in class the day after an athletic contest unless the absence is pre-excused or there is extenuating circumstances as determined by the Activities/Athletic Director or Principal.

Conduct

1. Student-Athletes of MPHS shall abide by the WIAA Rules of Eligibility in regard to conduct throughout the calendar (12 months). The WIAA general rule is interpreted by the Mineral Point High School as follows: A student-athlete shall be subject to disciplinary action that will result in immediate suspension of the student-athlete from interscholastic competition for no less than one day of competition (but not less than one complete game or meet) for acts involving the following:
Using, possessing, buying or selling alcohol, tobacco, tobacco like products (e cigarettes, vapes), controlled substances, street drugs, drug paraphernalia, or performance enhancing drugs, or abusing prescription drugs or legal substances (caffeine/ephedrine pills, nitrous oxide aerosols). The WIAA and Mineral Point School district are against the use of anabolic-androgenic steroids and other performance enhancing substances PES).
Note 1: When the suspension results in a fraction of a game, the number shall be rounded up to the next whole number of games (i.e. 2.1 or 2.8 games equals 3 games).
Note 2: This is a minimum penalty and may not be reduced by any other provision of the school code.
Note 3: Any portion of the suspension not completed during the current season will carry over to the next sport or sport season.
Note 4: Victims of sexual assault and bystanders who report a sexual assault, request emergency assistance, cooperate with and assist law enforcement, and stay on the scene or who encounter law enforcement at a medical facility at which the victim is being treated cannot be issued a code of conduct violation. The victim or bystanders must meet the State Amnesty Law Requirements. The victim may not falsely claim amnesty knowing that the situation that he or she reports does not exist.
2. Mineral Point High School will determine minimum penalties for violation of any other provisions of its code of conduct, including all out-of-season offenses. For out-of-season violations, suspension begins the day of practice.
3. Mineral Point High School will determine minimum penalties for any other unacceptable Conduct contrary to the ideals, principles, and standards of the school and the WIAA, including but not limited to criminal behavior.
Note: The school must provide an opportunity for the student to be heard prior to any penalty being enforced. If a student appeals a suspension, according to the school's appeal procedure, the student is ineligible during the appeal process.
4. The minimum penalty for acts outlined above in 1 through 3 which results in a student being suspended for any portion of WIAA tournament competitions, is immediate disqualification of the student-athlete for the remainder of the total tournament series in that sport.
5. Athletes who are ineligible during the WIAA Tournament (for any reason) may not appear in uniform, participate in warm-ups, and may not participate in the awards ceremony at the WIAA Tournament. Exception: An injured athlete will be allowed to participate in the awards ceremony provided he/she is included in the roster allotment for that game.
6. A student who transfers from any school, whether or not a WIAA member school, with a status of ineligibility for disciplinary reasons and/or as a result of another State Association regulation or sanction retains such status at his/her new school for the same period decreed by the former school.

Enforcement:

1. Upon receipt of a report of a violation, the Athletic Director/Activities Director will meet with the student involved to determine the validity of the report. The AD will conduct a review of the situation and make a recommendation regarding the suspension. The Athletic Director will make a final decision and inform the parents regarding the decision.

The date of the decision will represent the initial day of suspension

2. A student who is suspended for a code violation will forfeit all school and postseason awards (this includes All-Conference, All-Area, All-District, All-State nominations) for the activity season in which he/she was serving the suspension for the infraction. A suspended student's school (MPHS) awards may be reinstated only upon the recommendation of the coach/advisor with concurrence of the Athletic Director.
3. Penalties will be cumulative over an athlete's high school career.
4. Students will be suspended for one full day, not just one competition or contest.
5. The Student/Athlete must finish the full sports season in order to complete a code violation and be eligible to participate in other school activities.

Changing Sports:

An athlete may not quit one sport and begin another during the same season except by agreement of the coaches involved and/or the school Activities/Athletic Director.

Starting a Season: Athletes who do not start practicing on the first day of a season will have two weeks to join a team. After a two week period, no athlete will be able to start practicing unless there are extenuating circumstances (illness, injury, new student).

Travel and Conduct on Trips

1. Athletes must use the mode of transportation approved by the school. An athlete who travels to a site with a school team must return with the team. The only exception to this rule is that if the athlete's parent/guardian is present at the site, he or she may request that the athlete return with the parent/guardian. This request must be made in writing to the coach/advisor in charge.
2. It is expected that students will conduct themselves in an appropriate manner while on school trips. It is important that all of our students understand that they represent their school to the general public.

Physical Examinations

1. Athletes and cheerleaders who plan to participate in interscholastic athletics are required to have a WIAA approved physical examination at least every other year. Examinations may be taken after April 1st for the following school year. However, a student who has incurred a serious injury in a sport must have an examination before he/she can continue participating in athletics. Physical Examinations must be on file in the athletic office before the student will be allowed to participate in practices or game events. The district strongly recommends that all managers have physical examinations before participating in activities.
2. A preparticipation physical fitness form attesting to current physical fitness to participate in sports as determined by a licensed physician, Physician's Assistant (PA) or Advanced Practice Nurse Prescriber (APNP) no less than every other school year with April 1 the earliest date of examination. School policy determines when an athlete may return to competition following an injury, except where rule book or WIAA tournament policies apply.
3. Physical examination taken April 1 and thereafter is valid for the following two school years; physical examination taken before April 1 is valid only for remainder of that school year and the following school year.

Parental Permission

1. All students who plan to participate in interscholastic athletics and/or school sponsored athletics and/or school sponsored co-curricular activities (clubs, organizations, etc.) must have on file in the office a parental permission form before participating in any activity, events or practices.

Athletic Injuries and Their Care

1. Athletic injuries and their care have become an important consideration of the MPHS athletic program. Athletes should be in excellent physical condition to ensure that they will always be able to give their best effort in practice and in contests. The best guarantee for peak physical conditioning is a cooperative effort between athletes, parents, coaches, trainers, and members of the medical community. Significant improvement has been made in prevention and care of athletic injuries in recent years.
2. All injuries must be reported to the supervising coach immediately. In case of an emergency, students will be sent to the nearest hospital, in accordance with the Student Emergency Form.

The office will have each participant fill out and have parent or guardian sign a STUDENT EMERGENCY FORM. The coach for each squad will have a copy of the STUDENT EMERGENCY FORMS with him/her at all practices and contests. When the season has concluded, all STUDENT EMERGENCY FORMS will be turned into the office.

3. The student and/or parent should inform the athletic department of any special medical problems of the athlete prior to participating in an athletic program.
4. If an injury is discovered after the athlete has returned home from a practice or contest, the coach should be notified within 24 hours.

Co-Curricular Activity Responsibilities

Participating in co-curricular activities is a privilege extended to all students providing they are willing to assume certain responsibilities. The Board of Education has established the following expectations of students who wish to represent the Mineral Point School District in co-curricular activities.

- Display the highest standards of sportsmanship.
- Display high standards of social behavior.
- Use socially acceptable language. Profanity will not be tolerated.
- Meet all eligibility requirements, including the specific requirements in this code.
- Return all equipment.

In case of serious misconduct, the Board of Education reserves the right to impose penalties in addition to those stated below, including, but not limited to, rescinding the privilege of participating in co-curricular activities.

ALCOHOL, TOBACCO & OTHER DRUG USE **(SPECIAL DISCIPLINARY PROCEDURES FOR VIOLATIONS)**

Any student participant using, possessing, buying or selling alcohol, tobacco or tobacco like products (e cigarettes,vapes), controlled substances, drug paraphernalia, street drugs, or performance enhancing drugs, or abusing prescription drugs or legal substances (caffeine/ephedrine pills, nitrous oxide, aerosols) is in violation of the Athletic/Activity Code.

Consequences for violations listed above will apply to all sports in which the student is involved. Suspensions as detailed below may not be served while a student is academically ineligible, but will be enforced once the athlete regains academic eligibility.

GROUP A

First Offense:

1. Suspension for 50% of the regular athletic season to be completed within the current season, or to be extended into the successive season if the entire suspension is not served within the season during which the offense occurs. This also includes all athletic programs and co-curricular activities held during this period.
2. If a student athlete self-reports a violation to the Athletic Director within three days of an incident in question, the suspension will be reduced to 25% of the season. When school is not in session, student athletes are expected to leave a detailed message with the Athletic Director at 987-0730, ext. 498 outlining the date of the infraction, details of the incident, and the date and time of the telephone call.
3. If the offense occurs when the athlete is not currently competing in season, the consequence will be extended to the next season in which the athlete participates.

4. A written notification will be sent to the parents and student detailing the offense, the consequences, any special conditions, and the effective dates of the suspension from athletics.
5. Athletes under suspension for a first offense must practice and travel with the team, but will not be allowed to suit up for any contests with another school.

Second Offense:

1. Suspension of one regular athletic season. This includes all athletic programs and all co-curricular school activities held during this period.
2. The student may be allowed to practice with the team at the coach's discretion, and travel with the team, but will not be allowed to suit up for any contests with another school.
3. For a second offense, should the student admit immediately upon being questioned or self-reports to the Athletic Director within three days of an incident, the suspension will be reduced by 25%. Subsequent violations of the code and the normal penalties for such violations shall be imposed.

Third Offense:

1. A suspension for the remainder of their high school career. This includes all athletic programs and co-curricular school activities held during this period.
2. The student may be reinstated if he/she satisfactorily completes a full counseling program. The counseling program will be individually designed to fit the circumstances of the student involved and may require behavioral contracts and involvement in professional counseling. A student who satisfactorily completes the entire counseling program may be reinstated for participation in co-curricular activities upon agreement of the Principal and Athletic/Activities Director after a minimum of one (1) year ineligibility from the date of the violation. The counseling program would be at the expense of the student.

**THEFT, VANDALISM, OR FIGHTING COMMITTED ON SCHOOL
GROUNDS OR AT ANY SCHOOL FUNCTION - SERIOUS MISCONDUCT**
(Actions referred to legal authorities)

First Offense:

1. A minimum suspension of one athletic competition and a maximum of 25% of the regular athletic season. This includes all athletic programs and co-curricular activities held during this period.
2. The student may be allowed to practice with the team at the coach's discretion, but will not be allowed to suit up for any contests with another school.

Second Offense:

1. A minimum suspension of 25% of the regular athletic season and a maximum suspension of 50% of the regular athletic season. This includes all athletic programs and co-curricular school activities held during this period.
2. The student may be allowed to practice with the team at the coach's discretion, but will not be allowed to suit up for any contests with another school.

Third Offense:

1. The student is suspended for the remainder of their high school career. This includes all athletic programs and co-curricular school activities held during this period.
2. The student may be reinstated if he/she satisfactorily completes a full counseling program. The counseling program will be individually designed to fit the circumstances of the student involved and may require behavioral contracts and involvement in professional counseling. A student who satisfactorily completes the entire counseling program may be reinstated for participation in co-curricular activities upon agreement of

the Principal and Athletic/Activities Director after a minimum of one year ineligibility from the date of the violation. The counseling program would be at the expense of the student.

FLAGRANT VIOLATION OF STUDENT CODE AND RESPONSIBILITIES **SERIOUS MISCONDUCT**

(Actions referred to legal authorities)

First Offense:

1. A minimum suspension of one athletic competition and a maximum of 25% of the regular athletic season. This includes all athletic programs and co-curricular activities held during this period.
2. The student may be allowed to practice with the team at the coach's discretion, but will not be allowed to suit up for any contests with another school.

Second Offense:

1. A minimum suspension of 25% of the regular athletic season and a maximum suspension of 50% of the regular athletic season. This includes all athletic programs and co-curricular school activities held during this period.
2. The student may be allowed to practice with the team at the coach's discretion, but will not be allowed to suit up for any contests with another school.

Third Offense:

1. The student is suspended for the remainder of their high school career. This includes all athletic programs and co-curricular school activities held during this period.
2. The student may be reinstated if he/she satisfactorily completes a full counseling program. The counseling program will be individually designed to fit the circumstances of the student involved and may require behavioral contracts and involvement in professional counseling. A student who satisfactorily completes the entire counseling program may be reinstated for participation in co-curricular activities upon agreement of the Principal and Athletic/Activities Director after a minimum of one (1) year ineligibility from the date of the violation. The counseling program would be at the expense of the student.

Any student charged and/or convicted of a felony shall, upon the filing of felony charges, become ineligible for all further participation until the student has paid his/her debt to society and the courts consider the sentence served (including probation, community service, etc.)

Note: Except for conduct violations regarding the above felony charges, the school must provide an opportunity for the student to be heard prior to a penalty being enforced. If a student appeals a suspension according to the school's appeal procedure, the student is ineligible during the appeal process

Athletes serving a suspension for a felony will not receive any recognition until the athlete is reinstated.

Counseling for Use of Alcohol, Controlled Substances, Tobacco and Serious Misconduct

- A. Controlled substance and Alcohol Assessment/Student Assistance Program
 1. On the second violation of the rules of prohibiting use, buying, or selling drugs and/or alcohol, adult students (18 or over) or the parents of a minor student, may choose, at their expense, to voluntarily enroll the students in a drug and alcohol assessment program.
 2. If the student cooperatively participates in the assessment and treatment plan deemed appropriate by the counselor(s), the penalties for a second violation will be reduced by 25% to a sum total of 50% total reduction including the reduction for honesty.
 3. Adult students or parents of minor students must sign for a release of information at the counseling center so that the school can get verification that the student cooperatively participated in the assessment and treatment program.
 4. Failure to follow the guidelines will cause the original penalties to be restored.
- B. Tobacco

1. On the first or second violation of rules prohibiting the use or possession of tobacco or tobacco like products (e cigarettes or vapes), a student may voluntarily participate in an educational program designed to fully educate students regarding the hazards of tobacco use and the consequences to their health. The program shall be designed to include a variety of educational experiences and shall include a counseling requirement.
 2. If the student successfully completes the educational/counseling program, the penalties for the first and second violations will be reduced by 25%.
 3. Failure to complete the program will cause the original penalties to be restored.
- C. Serious Misconduct (Actions referred to legal authorities)
1. On the first or second violation of the rule that prohibits serious misconduct, a student may voluntarily participate in a program designed to modify his/her behavior. The counseling program will be individually designed to fit the circumstances of the student involved and may require behavioral contracts and involvement in professional counseling agencies.
 2. The design of the counseling program shall be the responsibility of the Principal, Activity/Athletic Director or designee. If the student successfully completes the behavioral counseling program, the penalties for the second violation will be reduced by 25%.
 3. Failure to complete the program will cause the original penalties to be restored.

SOCIAL ACTIVITIES AND MISCONDUCT

1. Students may not be in attendance at a social activity without their parents/guardian where there is illegal consumption of alcohol or the use of controlled substances. (This rule is not meant to eliminate students from participating in family gatherings, weddings, etc., but to control situations where students are at activities with underage drinking or use of illegal controlled substances). If a student attends a social activity with the reasonable belief that there will be neither illegal consumption of alcohol nor use of controlled substances, the student will not be in violation of this rule if, upon learning of such illegal consumption of use, the student **IMMEDIATELY** leaves the social activity.
2. Students may not be in vehicles or in any other unsupervised situations in which there is illegal consumption of alcohol or use of illegal controlled substances.
3. Penalty for violating the social activity rule will result in suspension from the next scheduled event in the activity that a student is a participant.

Curfew Hours:

- A. Recommended curfew hours to be maintained:
1. 11:00 p.m. - Sunday - Thursday.
 2. 12:00 a.m. - Friday & Saturday
- Exceptions will be made on an individual basis for work, family business, or emergencies. The above curfew times are in compliance with local ordinances. Coaches may alter curfew times the night before a contest.
- B. For infractions of the curfew policy, the following minimum actions will be taken:
Reprimand of the athlete at the coaches and activities/athletic director discretion.

Other Unacceptable Infractions:

Violations of unacceptable infractions will be referred to the athletic director/ and/or principal. A student becomes ineligible any time he/she is placed on adult or juvenile supervision with county or state authorities or for any type of criminal behavior. The penalty assessed for this type of violation will be the same as Flagrant Violation of Student Code and Responsibilities – Serious Misconduct. A student becomes eligible when the suspension is completed or the Principal/Athletic Director recommends reinstatement. Factors for reinstatement include recommendations by juvenile authorities and successful completion of ordered treatment or restitution. Other factors such as current academic standing, school attendance and disciplinary referral will also be utilized. Anyone under disciplinary suspension or expulsion from school shall not participate or practice until his/her reinstatement in school is complete.

Students participating in athletics are required to:

- Conduct themselves in a manner which reflects positively on themselves their family, the team, and the Mineral Point High School community.
- Comply with all school rules as established by the administration of Mineral Point High School, and all team and athletic rules established by their coaches and the Athletic Director.
- Comply with all rules as established by the WIAA
- Respect the rights and property of others.
- **Assume full financial responsibility for any school property which is lost, damaged, or stolen through negligence.**
- Refrain from the use, possession, sale or distribution of alcohol, tobacco, controlled substances, drug paraphernalia or any other illegal or illicit substances of any kind at all times.
- Refrain from any other unacceptable conduct contrary to the ideals, principles and standards of the school and the WIAA. Including but not limited to conduct inappropriate on websites such as blogs, MySpace, Facebook, Instagram, Snapchat, **Sexting, Cyber Bullying**, etc. and any other criminal behavior will be considered violations of the code.

HAZING

Hazing occurs when an act is committed against a student, or a student is coerced into committing an act that creates a substantial risk of harm to the student, or to any third party, in order for the student to be initiated into, or affiliated with, any school group, club, athletic team, grade level, activity or organization. Hazing is strictly prohibited at Mineral Point High School and will subject the violator to enhanced disciplinary action as explained below.

Hazing is defined as:

- Any activity involving unreasonable risk of physical harm including, but not limited to paddling, beating, whipping, branding, electric shock, sleep deprivation, exposure to weather, placement of harmful substances on the body and participation in physically dangerous activities.
- Any activity involving the consumption of alcohol, drugs, tobacco products, or any other food, liquid, or other substance that subjects the student to an unreasonable risk of physical harm.
- Any activity that subjects a student to an unreasonable level of embarrassment, shame, or humiliation, or which creates a hostile, abusive, and intimidating environment for the student.
- Any activity involving any violation of federal, state or local law or any violation of school district policies and regulations. Any student athlete who knowingly is a participant of, or who participates in the planning of any hazing ritual or incident will be considered in violation of the hazing policy and will be treated **minimally** as a first offense violation of the athletic code. A subsequent hazing violation will be treated as a second offense violation of the athletic code.

Individual Coaches Rules:

Coaches may establish additional rules and regulations with the approval of the athletic administrator for their respective sports. These additional rules for a particular sport must be stipulated in writing to all team members and parents and explained fully at the start of the season. Penalties for violation of team rules will also be in writing and shall be administered by the coach. Copies of all additional team rules by coaches are on file in the athletic office.

GROUP B

Note: Activities defined in this section include conventions and field trips, not group meetings.

Eligibility:

1. Students in all groups will be governed by state association guidelines for regional and state competition.
2. A statement signed annually by students and parent indicating an understanding of the activities code must be turned before the first day of practice.

Academics:

1. Students in grades 9-12 must be enrolled in minimum of the equivalent of five (5) assigned classes. (Study halls will not be considered assigned classes).
2. Students quarter grades will be used to determine eligibility. Student's fourth (4th) quarter grades will be used to determine the eligibility for the first (1st) quarter of the following school year.
3. A student in grades 9-12 must not have more than one failing grade in the latest grade reporting or academic evaluation period (progress reports) to remain eligible for competition. A student not meeting these requirements will miss a minimum of one (1) contest. The ineligibility period will be for three weeks (15 consecutive scheduled school days and nights) or until the student is doing passing work.
4. A student in grades 9-12 may not have a failing grade or incomplete per quarter. A student not meeting this requirement shall be ineligible for competition for a period of not less than 3 weeks (15 consecutive scheduled school days and nights). The student will be reinstated if he/she is passing all classes at the end of the eligibility period. The student who becomes ineligible will miss a minimum of one (1) contest.
5. Students who are under academic suspension may be allowed to practice at the discretion of the advisor/coach with the approval of the Activities/Athletic Director.
6. Students are responsible for any school work missed due to co-extracurricular activities. They are required to make every effort to contact the instructor prior to the absence.

Attendance:

1. A student absent from school for more than 4 periods in one day (unless sanctioned by an administrative officer) shall not be permitted to participate in practice or a scheduled contest on that day.
2. A student is required to be in attendance the day after a performance or competition unless there are extenuating circumstances as determined by the group director or principal.

Conduct:

1. A student shall be subject to disciplinary actions for violations (1) involving the use of alcohol or tobacco, or the use, possession, buying or selling of drugs, (2) attendance at events/parties where drugs and/or alcohol are being consumed and/or taken by minors, (3) theft or vandalism committed on school grounds or at any school activity, and (4) flagrantly violating the Mineral Point High School Student Handbook.
2. Disciplinary actions: violations occurring during the activities season the suspension is outlined in the code. Violations occurring outside the activity season the suspension begins first day of practice.
3. The Student Handbook will be the guidelines for disciplinary action for violation with the exception of those relating to drugs, alcohol and tobacco use
4. Students and parents involved will be notified of available Counseling Programs. Participation in the district Student Assistance Program will reduce the suspension to one (1) performance, activity or competition.

Drug, Alcohol and Tobacco Use

First Violation:

1. Use, possession, buying or selling drugs, alcohol, tobacco or tobacco like products (e cigarettes, vapes). A suspension of one-half (1/2) of the regular performances, competitions or activities and all co-curricular school activities held during this period, rounded to the next highest whole number.
2. The student may be allowed to practice with the group at the discretion of the advisor/instructor.

Second Violation:

1. Use, possession, buying or selling drugs, alcohol, tobacco or tobacco like products (e cigarettes, vapes). A suspension of one regular season and all co-curricular school activities held during this period rounded to the next highest whole number.
2. The student may be allowed to practice with the group at the discretion of the Advisor/instructor.

Third Violation:

1. Use, possession, buying, or selling drugs, alcohol, tobacco or tobacco like products (e cigarettes, vapes). The student is suspended for the remainder of their high school career. This includes all co-curricular activities and all athletic programs.

Theft, Vandalism, or Fighting Committed on School Grounds or at any

School Function - Serious Misconduct **(Actions referred to legal authorities)**

First Violation:

1. A minimum suspension of one (1) performance, competition or activity and a maximum of one-fourth (1/4) of all performances, competition or activity, rounded to the next highest whole number. This includes all athletic programs and co-curricular activities held during this period.
2. The student may be allowed to practice with the group at the discretion of the advisor/instructor.

Second Violation:

1. A minimum suspension of one-fourth (1/4) of the performances, competition and activities and a maximum suspension of one-half (1/2) of the performances, competitions and activities. This includes all co-curricular school activities held during this period.
2. The student may be required to practice with the group at the discretion of the Advisor/instructor.

Third Violation:

1. The student is suspended for the remainder of their high school career. This includes all co-curricular school activities held during this period.
2. The student may be reinstated if he/she satisfactorily completes a full counseling program. The counseling program will be individually designed to fit the circumstances of the student involved and may require behavioral contracts and involvement in professional counseling. A student who satisfactorily completes the entire counseling program may be reinstated for participation in co-curricular activities upon agreement of the Principal and Athletic/Activities Director after a minimum of one (1) year ineligibility from the date of the violation. The counseling program would be at the expense of the student.

Flagrant Violation of Student Code and Responsibilities - Serious Misconduct

(Actions referred to legal authorities)

First Violation:

1. A minimum suspension of one (1) performance, competition or activity and a maximum of one-fourth (1/4) of all performances, competitions and activities, rounded to the next highest whole number.
2. This includes all athletic programs and co-curricular activities held during this group.

Second Violation:

1. A minimum suspension of one-fourth (1/4) of the all performances, competitions and activities, round to the next highest whole number and a maximum suspension of one-half (1/2) of the regular season. This includes all co-curricular school activities held during this period.
2. The student may be allowed to practice with the group at the discretion of the advisor/instructor.

Third Violation:

1. The student is suspended for the remainder of their high school career. This includes all co-curricular school activities held during this period.
2. The student may be reinstated if he/she satisfactorily completes a full counseling program. The counseling program will be individually designed to fit the circumstances of the student involved and may require behavioral contracts and involvement in professional counseling. A student who satisfactorily completes the entire counseling program may be reinstated for participation in co-curricular activities upon agreement of the Principal and Athletic/Activities Director after a minimum of one (1) year ineligibility from the date of the violation. The counseling program would be at the expense of the student.

Any student charged and/or convicted of a felony shall, upon the filing of felony charges, become ineligible for all further participation until the student has paid his/her debt to society and the courts consider the sentence served (including probation, community service, etc.)

Note: Except for conduct violations regarding the above felony charges, the school must provide an opportunity for the student to be heard prior to a penalty being enforced. If a student appeals a suspension according to the school's appeal procedure, the student is ineligible during the appeal process.

Penalty Reduction (for group A & B)

1. For a first offense only, if the student voluntarily turns himself/herself in to the Activities/Athletic Director, the penalty will be reduced by 25%.
2. For a first or second offense, should the student admit immediately upon being questioned that he/she engaged in conduct which violated the student activity/athletic code, the penalty for the second violation, the offense will be reduced by 25%. Subsequent violations of the code will be treated as any other repeat violation of the code and the normal penalties for such violations shall be imposed.

Counseling for Use of Alcohol, Controlled Substances, Tobacco and Serious Misconduct

Controlled substance and Alcohol Assessment/Student Assistance Program

1. On the first or second violation of the rules of prohibiting use, buying, or selling drugs and/or alcohol, adult students (18 or over) or the parents of a minor student, may choose, at their expense, to voluntarily enroll the students in a drug and alcohol assessment program.
2. If the student cooperatively participates in the assessment and treatment plan deemed appropriate by the counselor(s), the penalties for a second violation will be reduced by 25% rounded to the next highest whole number, to a sum total of 50% total reduction including the reduction for honesty.
3. Adult students or parents of minor students must sign for a release of information at the counseling center so that the school can get verification that the student cooperatively participated in the assessment and treatment program.
4. Failure to follow the guidelines will cause the original penalties to be restored.

Tobacco

1. On the first or second violation of rules prohibiting the use or possession of tobacco or tobacco like products (e cigarettes, vapes). A student may voluntarily participate in an educational program designed to fully educate students regarding the hazards of tobacco use and the consequences to their health. The program shall be designed to include a variety of educational experiences and shall include a counseling requirement.
2. If the student successfully completes the educational/counseling program, the penalties for the first and second violations will be reduced by 25% rounded to the next highest whole number.
3. Failure to complete the program will cause the original penalties to be restored.

Serious Misconduct

1. On the first or second violation of the rule that prohibits serious misconduct, a student may voluntarily participate in a program designed to modify his/her behavior. The counseling program will be individually designed to fit the circumstances of the student involved and may require behavioral contracts and involvement in professional counseling agencies.
2. The design of the counseling program shall be the responsibility of the Principal, Activity/Athletic Director or designee. If the student successfully completes the behavioral counseling program, the penalties for the second violation will be reduced by 25% rounded to the next highest whole number.
3. Failure to complete the program will cause the original penalties to be restored.

SOCIAL ACTIVITIES AND MISCONDUCT

Rules

1. Students may not be in attendance at a social activity without their parent/ guardian where there is illegal consumption of alcohol or the use of controlled substances. (This rule is not meant to eliminate students from participating in family gatherings, weddings, etc., but to control situations where students are at activities with underage drinking or use of illegal controlled substances). If a student attends a social activity with the reasonable belief that there will be neither illegal consumption of alcohol nor use of controlled substances, the student will not be in violation of this rule if, upon learning of such illegal consumption of use, the student **IMMEDIATELY** leaves the social activity.
2. Students may not be in vehicles or in any other unsupervised situations in which there is illegal consumption of alcohol or use of illegal controlled substances.
3. Penalty for violating the social activity rules will result in suspension from the next scheduled event in each of the activities that a student is a participant.

Other Unacceptable Infractions:

1. Violations of unacceptable infractions will be referred to the activities/athletic director/principal.
2. A student becomes ineligible any time he/she is placed on adult or juvenile supervision with county or state authorities or for any type of criminal behavior. The penalty assessed for these types of violations are the same as Flagrant Violation of Student Code and Responsibilities - Serious Misconduct. The student becomes eligible when the suspension is completed or the Athletic Director recommends reinstatement. Factors for reinstatement include recommendations by juvenile authorities and successful completion of ordered treatment or restitution. Other factors such as current academic standing and disciplinary referral will also be utilized.
3. Anyone under disciplinary suspension or expulsion from school shall not participate or practice until his/her reinstatement in school is complete.

Travel and Conduct on Trips:

1. Group members must use the mode of transportation approved by the school. A group member must return with the group. The only exception to this rule is if a parent/guardian is present at the site, he or she may request that the member return home with parent/guardian. A written request must be presented to the advisor/coach in charge.
2. It is expected that the students will conduct themselves in an appropriate manner on school trips. It is important that all of our students understand that they represent their school to the general public.

GROUP C

Eligibility - Homecoming Court

1. To be eligible as a senior escort (football, soccer, and cross country) for homecoming, the player must be a member of the varsity team during their junior and senior year. An exception to this rule is an athlete who may have suffered an injury/illness or physical limitation and was unable to participate his junior and/or senior year. If the student cannot participate because of injury/illness or physical limitation, the Athletic Director must be notified in writing at the beginning of the participant's junior or senior year. All other exceptions will be dealt with on an individual basis. If an athlete moves in to the district or transfers their junior or senior year, eligibility will be determined by sports participation at their previous school.
2. Class representative for Homecoming Court must be in good academic standing in order to be eligible for court. No more than one failing grade or incomplete for the most recent mid-quarter report (progress report). No "F" for the most recent quarter grade. The most recent grade report period shall be used.
3. Students who have received a code violation and have not served the consequences for the violation will not be eligible for Homecoming Court. The student/athlete must finish the full sport's season in order to complete a code violation and be eligible to participate in other school activities.
4. When becoming a Homecoming Representative, the student will abide by all the rules and regulations set forth in the MPHS Student Activity/Athletic Code and Student Handbook.

5. **Homecoming Court Selection**

COURT SELECTION

Two girls from each class (9-12) will be selected as members of the Homecoming Court by their fellow classmates. Once a young lady has served on the court, she is no eligible to be a class representative.

QUEEN SELECTION

Queen selection is completely separate from the court selection. Because queen candidates are a representation of the entire student body, all high school students (9-12) will take part in the voting process. All senior girls are eligible to become queen whether

or not they have previously been on the court. If a “senior representative” selection and an “all school queen” selection happen to be the same girl, this girl will be put on the queen list – the next highest vote getter on the senior list will be added to the senior representatives.

Once the three senior queen candidates are selected, the candidates will deliver a queen speech to the entire student body. At that time, the entire student body will again vote for one of these candidates to serve as the queen.

MALE COURT MEMBERS

Male court members are to be senior boys who **HAVE** participated in football, cross country, or soccer team (or combination of two) **BOTH** their junior and senior year.

FOREIGN EXCHANGE STUDENTS

Foreign exchange students are not eligible to be a member of the Homecoming Court.

Eligibility - Prom

- A. In order to be eligible as a Junior Representative, the following criteria must be met:
1. Students must be in good academic standing in order to be eligible for Prom. No more than one failing grade or incomplete for the most recent mid-quarter report (progress report). No “F” for the most recent quarter grade. The most recent grade report period shall be used.
 2. Students who have received a code violation or who have violated the student handbook and have not served the consequences for the violation will not be able to participate as a Junior Representative.
- B. When becoming a Junior Representative, the student will abide by all the rules and regulations set forth in the MPHS Student Activity/Athletic Code and Student Handbook.

NON-SCHOOL ACTIVITY RODEO (H.S. RODEO)

Mineral Point High School recognizes the High School student that participates in the high school Rodeo by awarding activity letters with the following guidelines:

1. When at the state finals, the Mineral Point rodeo participants are representing Mineral Point High School. Before any students may compete in rodeo competition, they must secure the signature of the high school principal. This signature from the building principal certifies that the student has met the schools grade and conduct qualifications of the WIAA and Mineral Point High School. When competing in National competition, our students are not only representing our state of Wisconsin but Mineral Point High School as well.
2. The parents will elect a responsible adult to serve as school liaison for the rodeo participants. The sponsor will be the school contact person and provide the school with the necessary information.
3. Guidelines for awarding letters:
As a minimum the non-school student must meet the same requirements as the in-school athlete. Specifically the following rules apply:
 - The student must be enrolled in the Mineral Point High School.
 - A student will be eligible for a non-school activity letter from the time he/she enters 9th grade until the beginning of the next school year following his/her graduation.
 - The non-school activity student must meet the same academic requirements as the in-school athlete.
 - The non-school activity student must meet the same athletic/activity code requirements as in-school athlete.
 - Participate in the Wisconsin High School Rodeo for four years. The sponsor of the school activity will submit a list of candidates for letters to the high school athletic Director at the end of that particular season. The Activities Director will then award the letters providing that the non school activity student met all of the requirements.

APPEAL PROCESS PROCEDURE

“Appeal Process” is a procedure that the courts of law recognize as a necessary part of any rules and regulations. Furthermore, “Appeal Process” recognizes the right of the individual since it outlines the student’s recourse in the event they feel a wrong decision has been made. The “Appeal Process” outlined below is the procedure for a student and their parents to follow in appealing decisions relating to eligibility. It should be understood that students and parents are expected to follow the “Appeal Process” steps in the event legal action should be initiated at some later date.

- A. After a rule of ineligibility resulting in suspension from an activity has been made, a student and/or his parents may formally appeal the decision in writing to the principal provided an appeal is received within 14 school days of the first day such ineligibility became effective. Notice will be sent to the principal.
- B. Within three days of receipt of such written appeal, the principal shall formalize the ineligibility decision in writing and send a letter by registered mail to the parents outlining the specific details relating to (a) the violation or infraction, (b) the date of violation or infraction, the (c) period of suspension, and (d) any other pertinent information.
- C. After an appeal has been received and the school’s formal reply mailed to the parents, a date for a hearing will be established by the principal. Such date shall be no later than seven school days after receipt of the written appeal of the student and their parents. Present at the hearing will be the activities/athletic director, student, parent(s)/guardian(s), and the Principal who will conduct the proceedings. The Principal will render an appeal decision within three (3) days of the hearing.
 1. The student will be provided with an opportunity to testify and present other evidence on their behalf at the hearing.
 2. Proceedings of the hearing, including the decision, will be put in writing and a copy of these proceedings will be mailed to the student and the parents.
- D. If the student and their parents are not satisfied with the findings of the hearing, a second hearing may be requested before the Superintendent or designee. The principal, activities/athletic director must receive in writing a request for such a second hearing before the Superintendent or designee within 14 days of the mailing out of the outcome or the original hearing.

Note: Provisions as outlined in letter C above, including items 1 and 2, will be applicable to the second hearing.

- E. The provision, as outlined above, shall be the sole and exclusive means for appeal from the rulings referred to in paragraph one.

IN NO INSTANCE WILL THE INDIVIDUAL RESPONSIBLE FOR A DETERMINATION OF ELIGIBILITY BE THE APPEALS OFFICER.

PART II - ATHLETICS AWARDS

The purpose of our awards system is to acknowledge achievement in interscholastic athletics. The value of the award lies in what it represents, not in what it is worth. Love of the sport and a desire to participate should be the primary motivators, and the award should be of secondary importance.

To be eligible for these awards, athletes must be in grades 9-12 and in good standing in school. Those athletes who quit the squad or are expelled from membership by the coach for any reason before the end of the season will not receive awards. Those who are injured or incapacitated due to illness or injury in the course of the season and, therefore, cannot complete the season may be granted awards, at the discretion of the head coach without regard for the participation requirements. Each head coach will select one team manager for each squad and upon satisfactory service the varsity manager may earn a major award. The following are the awards and the participation criteria that will consistently be followed in determining award winners:

I. MAJOR LETTER

- A. Major letters are awarded to members of a varsity squad. Each athlete is restricted to receiving only one major letter. Each year of varsity participation in a given sport after having earned a major letter, they will receive a **gold service bar**. Thus, it is possible to receive one varsity letter and a total of 9 chevrons from 9th grade through 12th grade. The next time a varsity letter is earned, a certificate will be presented.
- B. Additional letters earned in a sport an athlete will be presented a letter winner certificate.

II. PARTICIPATION CRITERIA FOR MAJOR LETTER AWARDS

- A. **BASEBALL** - Participation in all or any part of one-third of the total innings.
- B. **BASKETBALL** - Active participation in all or any part of one-third of the total quarters. Each WIAA tournament game counts double quarters.
- C. **CROSS COUNTRY, GYMNASTICS, SOCCER & TRACK** - Coop with Dodgeville.
- D. **FOOTBALL** - Active participation in all or any part of one-half of the total quarters.
- E. **GOLF** - Participation in one-third of the total matches.
- F. **SOFTBALL** - Participation in all or any part of one-third of the total innings.
- G. **VOLLEYBALL** - Participation in one-third of the total matches.
- H. **WRESTLING** - Participation in one third of the total varsity matches. An award may be given to a **participant** who fulfills none of the above requirements but wins points in a major meet consisting of five or more schools.
- I. A major letter shall be awarded to a senior member of a varsity squad if he has been out for the sport three years and has attended practice regularly and generally contributed to the success of the team without regard for the participation requirements listed above.

III. FRESHMAN AWARD

- A. A freshman award consisting of numerals designating the year the athlete will graduate, will be given to all participants at the completion of their first sport season. This award is not subject to the same participation requirements of the varsity squad. Freshman will be given a participation certificate. Certificates are also presented for Junior Varsity participation.

IV. PLAQUES

- A. Plaques will be given to the following individuals: football, wrestling, volleyball, basketball, softball, and baseball captain or co-captains, most improved, most dedicated, and most valuable (line-man and back in football).
- B. **TRACK** - Captain, most valuable track, most valuable field, most dedicated.
- C. **GOLF** - medalist, most valuable, captain, or most improved.
- D. **CHEERLEADERS** - captains, (football, basketball, and wrestling), most dedicated, most improved, best all-around. Cheerleaders will receive an activity letter.
- E. The winners of school plaques awarded in any sport or cheerleading will be selected by a vote of the members of the team in good standing at the conclusion of the season. The team coach will conduct the voting. The voting results provided in writing to the athletic director following the team meeting. If a tie exists in the team balloting, a second ballot should be conducted between the candidates tied for the plaque. If on this ballot a tie still

exists, then co-award winners would be announced. The plaques for the fall, winter and spring sports will be publicly announced at the athletic awards banquet scheduled at the conclusion of each of the three athletic seasons.

- F. The captains or co-captains of each sport will be awarded a captain pin. Other identified school awards will also be presented. All cheerleading awards will be issued as activity awards. The only students to qualify for these awards will be members of the Mineral Point High School.
- G. Other appropriate awards as identified and selected by coaches should be given to the students of the team at a time other than the athletic banquet. The athletic banquet is to recognize the athletic leaders based on the school awards, letters and plaques identified. Other school athletic awards approved by the district are the American Legion Athletic Award, the Army Reserve Scholar/Athlete Award, Senior Athletic Award, and the W.I.A.A. Scholar/Athlete Award. These awards may be given at the Senior Awards/Scholarship Night or at an all-school assembly.
- H. JV team members are awarded a JV certificate.

V. PARTICIPATION PINS

- A. All athletes that finish the season in good standing will be awarded a participation pin.

VI. EXTENUATING CIRCUMSTANCES

- A. In case of extenuating circumstances, the coach may award a letter or another award to anyone who has filled all requirements except participation. The coaches should use this option sparingly and wisely. A coach also has the right to deny one an award when their conduct may be considered detrimental to proper school citizenship. The principal will approve all such exceptions stated in this paragraph prior to making the award winner list public. This applies to awarding or withholding an award.
- B. All head coaches are required to maintain accurate cumulative written records of each participant and must strictly follow the policies set forth presented within two weeks of the close of the season involved and such awards will be made at an awards program or banquet.

VII. AWARDS ISSUED

- A. Freshman Numerals - Issued after completion of first season during career. (One per athlete)
- B. Major Letter- Issued when athlete first has satisfied criteria in any given varsity sport or activity. (One per athlete)
- C. Metal Emblem - Issued when an athlete finishes the season in any given sport or activity. (Different emblem for JV and Var.)
- D. Gold bar - Issued each subsequent time an athlete satisfies criteria in any given varsity sport or activity. (No limit)
- E. Captains- Pin - Issued to team captains or co-captains in any varsity sport or activity. (No limit)
- F. Plaque - Issued to those members of the varsity squad selected by the squad for special awards as indicated in Athletic Handbook.
- G. Certificates - A varsity certificate is awarded to an athlete who has lettered in a sport and who has already received a Major Letter (MP).
- H. Varsity Reserve Team Members are awarded a Junior Varsity certificate.
- I. JV Team members are awarded a JV gold emblem
- J. Senior plaques – Senior athletes who have lettered in two varsity sports for two years.

PART III - ADDITIONAL POLICIES, PRACTICES, AND PROCEDURES

I. WIAA AND SWAL CONFERENCE

- A. The Mineral Point High School is a member of the Wisconsin Interscholastic Athletic Association and the SWAL Conference and is governed accordingly by the by-laws, rules and regulations of these two bodies.

II. ATHLETIC TRIPS

- A. All school-sponsored athletic and cheerleader trips, however financed, will be planned cooperatively by the coach/supervisor and the principal and must be pre-approved by the principal. The primary consideration in planning trips is the safety and general welfare of students. While cost is a secondary consideration, each trip will normally be planned whereby there will be the least cost to the district. This policy covers only those trips involving athletic teams and cheerleader squads.

- B. Individuals who are to be provided meals at district expense as stated below are restricted to the following per-meal maximum amounts and must include written receipts to the district for all meals when submitting expense claims to the district.

1. Breakfast - \$ 7.00
2. Lunch - \$ 11.00
3. Supper - \$23.00

- C. Incidental expenses include such things as parking charges, and registration fees. Receipts will be provided to the district by the coach/supervisor for all incidental expenses for which claims are made. The district will not provide nor pay for overnight lodging for students and coaches/supervisors on trips of sixty miles or less. It is felt that on such relatively short trips the students will be best served by their returning home and not staying out-of-town overnight. In cases where athletic teams or cheerleader squads and their coaches/supervisors want to stay overnight out-of-town on trips of sixty miles or less with the cost of such lodging being borne by individuals or groups other than the school, pre-approval must be granted by the board of education. Listed below are:

1. Individuals eligible to participate in the respective trips,
2. The district's responsibility to provide for costs of the trip.

D. Regular Non State Tournament Trips

1. Eligible participants:
 - a. Coach of squad involved
 - b. Participating students including manager
2. District will provide or pay for:
 - a. Transportation
 - b. Lodging - if over 60 miles
 - c. Meals and Incidentals - coaches only
 - d. Sub Teachers - Coaches only

E. State Tournament Participating

1. Eligible participants
 - a. Head coach and assistants
 - b. Athletic Director
 - c. Participating students including manager
2. District will provide or pay for:
 - a. Transportation
 - b. Lodging - if over 60 miles
 - c. Meals and Incidentals - Coaches and A.D. only
 - d. Tickets
 - e. Sub Teachers - Coaches and A.D. only

F. State Tournament, Non-Participating

1. Eligible participants
 - a. Head Coach and one assistant coach – no reimbursement.
 - b. Athletic Director
 - c. Members of varsity squad including manager must ride with parents or have parental permission to drive to the event.
2. Excused one day only.
3. Excused for division Mineral Point is in or for a SWAL Team.

4. District will provide or pay for:
 - a. Same as II (b) above but for A.D. only.
 - b. While varsity squad members may be excused from school to attend all or part of the state tournament, the district will assume no responsibility for their attendance. Individuals will pay all costs and travel with parents or school transportation.
- G. Cheerleader Trips
 1. Eligible participants
 - a. Participating students
 - b. Cheerleader/Activity Supervisor
 - c. Adult Chaperone - when and if necessary as determined by principal.
 2. District will provide or pay for:
 - a. Transportation
 - b. Lodging - if over 60 miles
 - c. Meals and incidentals - Supervisors and chaperone only
 - d. Sub-Teachers – Supervisors only

III. STATE COACHES ASSOCIATION

- A. All members of the athletic staff are encouraged to belong to the State Coaches Association.

IV. GENERAL PRACTICE SCHEDULES

- A. Practice schedules will conform to the regulations of the WIAA and SWAL at all times. In general, practices should be concluded at the same time each day. In the event that it is necessary to keep students later than usual, students should be informed a day or two ahead so they, in turn, can inform their parents.

V. STUDENT INJURIES

- A. The coach/advisor must report in writing each accident resulting in student injury to the high school immediately after the injury. School forms are available for this report.

VI. PHYSICAL EXAMINATIONS & PARENTAL PERMISSION

- A. All students who plan to participate in interscholastic athletics must have on file in the office a physical examination and parental permission form before participating in practices or game events. Cheerleaders and student managers must have a parental permission form on file before participating in practices or game events. No exceptions are made to this rule. The students are responsible for the costs of these examinations. It is strongly recommended that cheerleaders and student managers have physical examinations before participating in activities. Following initial participation the physical exam is required on alternate years. However, a student who has incurred a serious injury in a sport must have an examination before he/she can continue participating in athletics.

Coaches and activity supervisors for all activities must have each participant fill out and have parent or guardian sign a STUDENT EMERGENCY FORM. The coach for each squad will have all signed STUDENT EMERGENCY FORMS with him/her at all practice and contests. When the season has concluded, all STUDENT EMERGENCY FORMS will be turned into the office.

VII. PUBLIC ELIGIBILITY FOR EXTRA AND CO-CURRICULAR ACTIVITIES

- A. Students will need to achieve satisfactory academic standing in order to be eligible to participate in extra-curricular and co-curricular activities. These will include all extra and co-curricular activities provided by the school. In order to maintain eligibility for participation in activities, a student must not have a failing grade for each nine week grading period. A listing of ineligible students will be distributed to the staff and appropriate coaches or advisors. The ineligible student will meet with the guidance counselor to develop a plan to improve grades. This plan may include suspension from practices. Their eligibility status will be re-assessed at the midpoint and at the end of the next grading period.
- B. Participation
 1. In order to be eligible for interscholastic competition, a participant must not have

- completed more than four seasons in any sport.
2. An athlete may participate in only one sport per season. Once he has competed in a sport, he may not quit and go out for another sport in that season except under unusual circumstances and then with the approval of the principal.

C. Attendance

1. A student is eligible for interscholastic competition if he or she is in regular attendance in grades 9-12 with the following provisions:
 - a. A student must be enrolled for at least five classes during the semester of competition
 - b. A student must have completed all required work below grade nine in order to be eligible.

D. Age

1. A student who competes in any interscholastic contest must be under 19 years of age by August 1st of each school year, except as provided by W.I.A.A. rules of eligibility.
2. A birth or hospital certificate, accepted by the Board of Control, will establish the age of a contestant.

E. Student Accident Insurance

1. Insurance is available during the school year for students participating in athletics. Costs incurred for this insurance is responsible by the athletes and/or their parent/guardians. Mineral Point High School encourages all parents or guardians to provide adequate accident/medical insurance for their children.

F. **PUPIL: NON-DISCRIMINATION**

The Mineral Point Unified School District, in accordance with Title IX of the Educational Amendments of 1972 and other Federal and State regulations, hereby declares that it is committed to the principle of equal education and employment opportunity and, accordingly, does not discriminate as to sex, race, color, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability. Any inquiries or complaints alleging non-compliance with Title IX of the Educational Amendments of 1972 or other Federal and State civil rights or nondiscrimination regulations shall be referred to the Title IX Coordinator, Luke Francois-District Superintendent, of the Mineral Point Unified School District

VIII. ULTIMATE AUTHORITY

- A. If any cases arise that are not covered by these policies or which in some way require special interpretation, the principal will have the final authority.

IX. CLAIM FOR PAYMENT

- A. Claim sheets should be filed with the high school principal following the completion of the season. The athletic director should file claims in December and May for payment. One-half the stipend should be claimed each of these months.
- B. Expense accounts should be filed the last day of each month. Payment will then be made following the next board meeting. Expense accounts should be used for mileage claims, scouting, or state tournaments.

PART IV - FUNDRAISING GUIDELINES

I. GUIDELINES

- A. All student participation in fund-raising shall be strictly voluntary.
- B. It cannot be used as a condition of enrollment in a class or participation in a club or organization.
- C. Elementary students, Grades K-5, shall not be used to solicit funds or sell merchandise for funding purposes.
- D. Students in grades 6, 7, and 8 may solicit funds or sell merchandise only once per year. Students under the age of 12 will be permitted to participate in fund-raising if they have the written permission from the student's parent/guardian.
- E. All money that is collected by a school sponsored club, organizations, or classes will be given to the high school office for deposit in a Fund 60 account. All money collected shall be turned over to the office within one school day of its collection.
- F. All disbursements of money from a school sponsored fundraising event will be handled through the Fund 60 account and approved by the building principal.
- G. No money may be collected or processed for non-school organizations.
- H. All requests for fund-raising activities shall be in writing. The request shall include the name of the organization, a description of the fund-raising activity, duration of the activity, and what the intended use of the money that is raised.
- I. No fund-raising or activity event that is sanctioned by the school district may include the sale or use of alcoholic beverages or other substances prohibited by law.
- J. All raffles, lotteries or other games of chance, which are used for fund raising activities, must have a state issued license.
- K. **UNIFORM PURCHASING - All uniform purchases, whether by fundraising or using school district budget funds will require prior approval of the administration.**

MINERAL POINT HIGH SCHOOL
CLUB AND ORGANIZATION - FUNDRAISING

APPROVAL

1. Name of Club or Organization: _____

2. Description of the fund-raising activity: _____

3. Intended use of the money that is raised: _____

4. Duration of the activity: _____

5. Name of the Advisor that will account for the funds: _____

Signature of Advisor

Signature of Principal

FUNDRAISING PROCEDURE

1. The advisor obtains and completes the approval form.
2. Return the approval form to the principal for his signature.
3. The advisor then contacts companies or sales people regarding the product to be sold and has a local merchant review the product.
4. The advisor then submits a Fund 60 requisition for approval.
5. Following approval, the high school secretary will place the order for the material.
6. The club then sells the product and the advisor deposits the money daily with the high school secretary.
7. The monies are then available for club use as indicated on the approval form.

PART V

**MINERAL POINT UNIFIED SCHOOLS
ATHLETIC HANDBOOK ATTACHMENT #1**

ATHLETIC PERMIT FORM

Athletic Permission Forms may be obtained from the middle and/or high school offices.

**PERMISSION TO PARTICIPATE IN
CO-CURRICULAR ACTIVITIES AT MPHS**

NAME _____

CLUB/ORGANIZATION _____

GRADE _____

I hereby give my permission for the above named student to participate in the above named school sponsored co-curricular activity. I have read the co-curricular activities Code of Mineral Point High School and agree to its terms.

Signature of Parent or Guardian

Date

I have read the co-curricular activities code of Mineral Point High School and agree to its terms.

Signature of Participant

**MINERAL POINT UNIFIED SCHOOLS
ATHLETIC HANDBOOK ATTACHMENT #3**

ADMINISTRATIVE GUIDELINES TO BE UTILIZED IN THE EMPLOYMENT OF
ASSISTANT COACHES

I. GUIDELINES

- A. After the fifth day of actual practice, the head coach is to complete a copy of the request form and submit it to the athletic director. The athletic director will then review the request with the coach and make a recommendation that is to be submitted to the high school principal. The high school principal will then consult with the superintendent, and reach a decision that is in accordance with existing contract language and these guidelines. Consideration for an assistant coach will be given when some or all of the following conditions exist.
- B. Number of Participants
 - 1. Freshman Coach for basketball, football and volleyball:
If there is a JV schedule and a Varsity Reserve schedule for these sports, the district will employ a coach for that sport. In the case of football, two coaches will be employed.
- C. Individual sports of baseball, golf, softball, and wrestling:
 - 1. If there is a JV schedule and a Varsity Reserve schedule for these sports, the district will employ a coach for that sport.
- D. Middle School basketball and volleyball:
 - 1. 7th grade - 1 coach
 - 2. 8th grade - 1 coachMiddle school golf, track and wrestling:
 - 1. 0-19 total participants - 1 coach
 - 2. 20-29 total participants - 2 coaches
 - 3. 30 or more participants - 3 coaches
- F. Ability to schedule additional games/matches.
- G. Ability to improve practice time to provide
 - 1. Extended practice time
 - 2. Provide more individual coaching supervision.
- H. Adequate access to facilities.
- I. Exceptions may be approved by the administration.

Please note that these criteria apply after the fifth day of actual practice. Guidelines found in this document are to be used to assist in the decision-making process. It is important to note that such guidelines do not insure the employment of assistant coaches as per a specific request.

**ADMINISTRATIVE GUIDELINES TO BE UTILIZED IN THE EMPLOYMENT OF
VOLUNTEER COACHES
Policy - 549.1**

I. PROCESS

- A. The use of volunteer coaches for the interscholastic athletic programs of the district will be approved only when special conditions are present which clearly indicate that the addition of an individual will result in a stronger program. The request for a volunteer coach should be made in writing, by the head coach or the athletic director. The athletic director will make a recommendation to the building principal and the District Administrator. Final approval is subject to the review and approval by the Board of Education using the following guidelines:

II. GUIDELINES

- A. The request for a volunteer coach should be made in writing by the head coach or the athletic director.
- B. The numbers of student participants must be sufficient to support the request.
- C. The potential volunteer has completed a district application and has received an interview by the administration.
- D. The individual functions on the staff as a certified teacher of regular support staff member and can be expected to accept a paid position in the activity he/she will function in when one becomes available.
- E. The individual will not provide sole direct student supervision at any time.
- F. A contract for the position is completed
- G. The volunteer coach will not be issued school keys or access to school facilities at any time other than when the paid coaches are present.
- H. The head coach shall be responsible for daily supervision of the volunteer.
- I. The volunteer coach shall be subject to evaluation by the athletic director.
- J. Volunteers must attend any and all inservice activities for coaches.
- K. Volunteers will be expected to attend all practices and contests with the paid coaches.

**MINERAL POINT UNIFIED SCHOOLS
ATHLETIC HANDBOOK ATTACHMENT #2**

I. Uniform Check-In-Check-Out Procedure

- A. All athletic uniforms and related equipment will be stored in the "Middle/High School Uniform Storage Area". All equipment will be checked in and out from this area. The High School secretary will have primary responsibility for checking equipment in and out as well as producing an on-going inventory by sport. The Building Principal will have operational and procedural authority over the entire area.
- B. Checking out athletic uniforms
1. Four to five days prior to the start of practice, in any school sponsored program covered under this procedure, the coach will inform the Middle/High School office of the actual starting date.
 2. Coaches and advisors will schedule a meeting with participants of the activity, to inform them of the student activity fee and when to check out equipment.
 3. Coaches or supervisors will receive a numeric list of all uniforms and will assign participants to these numbers. This list will be developed by the High School secretaries and submitted to coaches and supervisors.
 4. Coaches or supervisors may be present to help hand out or collect uniforms.
 5. Equipment will be checked out of the Middle/High School equipment storage room during times set by the Middle/High School office and coaches or supervisors.
 6. Replacement equipment may be checked out anytime during the school day or until 4:15 p.m.

7. The student activity fee must be paid prior to checking out any equipment. The activity fee will be collected in the Middle/High School office. A receipt will be issued and a checkout card signed by Middle/High School office and given to student to authorization to check out equipment. The check out cards will be retained in the Middle/High School office.
- C. Checking in athletic uniforms
1. During the final week of a given program or at the last meeting of an activity, coaches or advisors will inform participants of the date that uniforms and equipment must be checked into the Middle School Office (for M.S. athletics) and High School Office (for H.S. athletics). The Middle School or High School Office will be informed of this date(s).
 2. Participants must check in the equipment that was issued to them at the start of the activity.
 - a. Uniform parts of equipment checked in by a given individual and not belonging to that individual will be held in the M.S. office until all equipment is checked in and will be used to offset losses belonging to other participants of that activity.
 - b. Any part of the uniform or equipment not checked in will reduce the amount of the refund due of the student from the initial fee.
 3. Coaches may be present during the day assigned for check-in.
 4. All uniforms must be washed or cleaned before being accepted for check-in.
 5. The following check-in procedure will be followed for those participating not checking in on assigned date:
 - a. Within 2 days after assigned check-in time, a list will be sent to the school office to inform those participants that equipment must be checked in.
 - b. Within 2 days after a. above, a list of those students who have not turned in equipment will be sent to the coach or advisor for his/her personal contact with students to hand in equipment.
 - c. If the student has not turned in equipment within 3 days of b. above, the school principal will be so informed and handle the situation from that point.
 6. Any student who fails to return his or her equipment will not be allowed to check out equipment for a sport or activity that follows that sport sometime during the school activity year (including summer). A list of students will be sent to coaches of all sports to inform them of this status.
 7. After the coach has received the list of participants who have failed to return equipment, the coach may submit a voucher, to his/her supervising principal, to receive payment of contracted activity salary.

II. NON-SCHOOL ACTIVITY ATHLETE (H.S. RODEO)

Mineral Point High School recognizes the high school student that participates in the high school rodeo by awarding athletic letters with the following guidelines:

- A. Rational for lettering high school rodeo participants:
When at the state finals, the Mineral Point rodeo participants are representing Mineral Point Senior High School. Before any students may compete in rodeo competition, they must secure the signature of the high school principal. This signature from the building principal certifies that the student has met the schools grade and conduct qualifications of our State Athletic Association Standards. When competing in National competition, our students are not only representing our state of Wisconsin but their high school as well.
- B. Sponsor:
The parents of the participants will elect a responsible adult to serve as school liaison for the rodeo participants. The sponsor will be the school contact person and provide the school with the necessary information.
- C. Guidelines for awarding letters:
As a minimum the non-school athlete must meet the same requirements as the in-school athlete. Specifically the following rules apply:
 - a. The athlete must be enrolled in the Mineral Point High School.
 - b. An athlete will be eligible for a non-school activity letter from the time he enters

- ninth grade until the beginning of next school year following his graduation.
 - c. The non-school activity athlete must meet the same academic requirements as the in-school athlete.
 - d. The non-school activity athlete must meet the same training rule requirements as the in-school athlete.
 - e. The non-school activity athlete must qualify in the top 15 one year at the Wisconsin State Finals.
- D. Participate in the Wisconsin High School Rodeo for four years. The sponsor of the non-school activity will submit a list of candidates for letters to the high school Athletic Director at the end of that particular season. The Athletic Director will then award the letters providing that the non-school activity athlete met all of the requirements.

Other Unacceptable Infractions:

1. Violations of unacceptable infractions will be referred to the activities/athletic director/principal.
2. A student becomes ineligible any time he/she is placed on adult or juvenile supervision with county or state authorities or for any type of criminal behavior. The penalty assessed for these types of violations are the same as Flagrant Violation of Student Code and Responsibilities - Serious Misconduct. The student becomes eligible when the suspension is completed or the Athletic Director recommends reinstatement. Factors for reinstatement include recommendations by juvenile authorities and successful completion of ordered treatment or restitution. Other factors such as current academic standing and disciplinary referral will also be utilized.
3. Anyone under disciplinary suspension or expulsion from school shall not participate or practice until his/her reinstatement in school is complete.

Travel and Conduct on Trips:

1. Group members must use the mode of transportation approved by the school. A group member must return with the group. The only exception to this rule is if a parent/guardian is present at the site, he or she may request that the member return home with parent/guardian. A written request must be presented to the advisor/coach in charge.
2. It is expected that the students will conduct themselves in an appropriate manner on school trips. It is important that all of our students understand that they represent their school to the general public.

GROUP C

Eligibility - Homecoming Court

1. To be eligible as a senior escort (football, soccer, and cross country) for homecoming, the player must be a member of the varsity team during their junior and senior year. An exception to this rule is an athlete who may have suffered an injury/illness or physical limitation and was unable to participate his junior and/or senior year. If the student cannot participate because of injury/illness or physical limitation, the Athletic Director must be notified in writing at the beginning of the participant's junior or senior year. All other exceptions will be dealt with on an individual basis. If an athlete moves in to the district or transfers their junior or senior year, eligibility will be determined by sports participation at their previous school.
2. Class representative for Homecoming Court must be in good academic standing in order to be eligible for court. No more than one failing grade or incomplete for the most recent mid-quarter report (progress report). No "F" for the most recent quarter grade. The most recent grade report period shall be used.
3. Students who have received a code violation and have not served the consequences for the violation will not be eligible for Homecoming Court. The student/athlete must finish the full sport's season in order to complete a code violation and be eligible to participate in other school activities.
4. When becoming a Homecoming Representative, the student will abide by all the rules and regulations set forth in the MPHS Student Activity/Athletic Code and Student Handbook.

5. Homecoming Court Selection

COURT SELECTION

Two girls from each class (9-12) will be selected as members of the Homecoming Court by their fellow classmates. Once a young lady has served on the court, she is no eligible to be a class representative.

QUEEN SELECTION

Queen selection is completely separate from the court selection. Because queen candidates are a representation of the entire student body, all high school students (9-12) will take part in the voting process. All senior girls are eligible to become queen whether

or not they have previously been on the court. If a "senior representative" selection and an "all school queen" selection happen to be the same girl, this girl will be put on the queen list – the next highest vote getter on the senior list will be added to the senior representatives.

Once the three senior queen candidates are selected, the candidates will deliver a queen speech to the entire student body. At that time, the entire student body will again vote for one of these candidates to serve as the queen.

MALE COURT MEMBERS

Male court members are to be senior boys who have participated in football, cross country, or soccer team (or combination of two) **BOTH** their junior and senior year.

FOREIGN EXCHANGE STUDENTS

Foreign exchange students are not eligible to be a member of the Homecoming Court.

Eligibility - Prom

- A. In order to be eligible as a Junior Representative, the following criteria must be met:
1. Students must be in good academic standing in order to be eligible for Prom. No more than one failing grade or incomplete for the most recent mid-quarter report (progress report). No "F" for the most recent quarter grade. The most recent grade report period shall be used.
 2. Students who have received a code violation or who have violated the student handbook and have not served the consequences for the violation will not be able to participate as a Junior Representative.
- B. When becoming a Junior Representative, the student will abide by all the rules and regulations set forth in the MPHS Student Activity/Athletic Code and Student Handbook.

NON-SCHOOL ACTIVITY RODEO (H.S. RODEO)

Mineral Point High School recognizes the High School student that participates in the high school Rodeo by awarding activity letters with the following guidelines:

1. When at the state finals, the Mineral Point rodeo participants are representing Mineral Point High School. Before any students may compete in rodeo competition, they must secure the signature of the high school principal. This signature from the building principal certifies that the student has met the schools grade and conduct qualifications of the WIAA and Mineral Point High School. When competing in National competition, our students are not only representing our state of Wisconsin but Mineral Point High School as well.
2. The parents will elect a responsible adult to serve as school liaison for the rodeo participants. The sponsor will be the school contact person and provide the school with the necessary information.
3. Guidelines for awarding letters:
As a minimum the non-school student must meet the same requirements as the in-school athlete. Specifically the following rules apply:
 - The student must be enrolled in the Mineral Point High School.
 - A student will be eligible for a non-school activity letter from the time he/she enters 9th grade until the beginning of the next school year following his/her graduation.
 - The non-school activity student must meet the same academic requirements as the in-school athlete.
 - The non-school activity student must meet the same athletic/activity code requirements as in-school athlete.
 - Participate in the Wisconsin High School Rodeo for four years. The sponsor of the school activity will submit a list of candidates for letters to the high school athletic Director at the end of that particular season. The Activities Director will then award the letters providing that the non school activity student met all of the requirements.