

Parkview School District

2019-2020



*Employee
Handbook*

**ACKNOWLEDGMENT OF RECEIPT OF
EMPLOYEE POLICIES AND HANDBOOK**

2019-2020

I acknowledge that I have received and reviewed a copy of the Parkview School District Employee Handbook. I understand that it is my responsibility to read it thoroughly. If there are any policies or provisions provided to me that I do not understand, I will seek clarification from my immediate supervisor. I understand that this Handbook states the Parkview School District's policies and procedures in effect on the date of publication. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time, in accordance with District policy.

I further understand that nothing contained in the **Handbook** may be construed as creating a guarantee of future employment, future benefits or a binding contract with the Parkview School District for employment or benefits or for any other purpose. I understand that nothing contained in the Handbook may be construed as changing my employment status. I understand that except as may be provided by a contrary provision in an applicable collective bargaining agreement or individual written employment agreement approved by the School Board, my employment is at will and my employment may be terminated at any time for any reason, with or without cause and with or without notice, at the option of the District or at my option.

Employee Signature: _____

Print Employee Name: _____

Date: _____

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SECTION 1: PREAMBLE

About this Handbook

- A. Employees Covered: This *Handbook* is provided as a reference document for the Parkview School District's (hereinafter referred to as "District") employees. This *Handbook* is intended as a summary of the employment policies, procedures rules and regulations of the Board of Education of the Parkview School District. Certified staff are defined as persons hired full-time under a contract under §118.22, Wis. Stats. Certified employees hired as part-time employees, substitute teachers or for temporary assignments are not subject to §118.22, Wis.Stats.
- B. Disclaimer: The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, in accordance with District policy. In case of a direct conflict between this *Handbook*, rules, regulations or policies of the Board of Education and any specific provisions of an individual contract or collective bargaining agreement, the individual contract or collective bargaining agreement shall control. This *Handbook* and all provisions contained herein do not establish conditions of employment, are not a guarantee of employment, and are not an employment contract, express or implied.

General Personnel Policies

This *Handbook* is subservient to, and does not supersede the provisions set forth in District policies Series 500: Personnel.

SECTION 2: EMPLOYMENT LAW

Equal Opportunity

The Parkview School District shall not discriminate against an employee or applicant for employment on the basis of age, sex, race, color, religion, national origin, ancestry, creed, sexual orientation, pregnancy, marital or parental status, or physical, mental, emotional or learning disability/handicap, military service or any other basis protected by state or federal law. Reasonable accommodations shall be made for qualified individuals with a disability or handicap, unless such accommodations would impose an undue hardship to the District. Complaints regarding the interpretation or application of this policy shall be referred to the administrative staff and processed in accordance with established procedures.

Policy 511-Equal Opportunity Employment

Family and Medical Leave Act

The District's Family and Medical Leave Policy, Policy 523.01, is intended to conform to, and not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the Wisconsin Family and Medical Leave Act ("WFMLA"). The Policy is intended to comply with applicable laws and does not necessarily incorporate all provisions of such laws. The policy does not repeat every provision of the FMLA's or the WFMLA's statutory or regulatory requirements. Posters summarizing the benefits required to be provided under federal and state law are included as Appendix A of this handbook and can also be found with other employment-related postings in the District. In addition, employees may contact the District Business Office if they have specific questions.

Policy 523.22 Family & Medical Leave (FMLA)

Employee Harassment Prohibited

The Parkview School District is committed to maintaining and ensuring a working environment that is free of harassment or intimidation toward employees. The District will not tolerate any form of illegal harassment, including sexual harassment, and will take all necessary and appropriate action to eliminate it, up to and including discipline of the offenders. Harassment refers to physical or verbal conduct, or psychological abuse, by any person who disrupts or interferes with a person's work performance, or which creates an intimidating, hostile or offensive work environment. Harassment may be student to staff, staff to staff, male to female, female to male, female to female, or male to male. Harassment may include, but is not limited to, the following:

1. Verbal harassment, including epithets, kidding, derogatory comments, slurs or ethnic jokes;
2. Physical interference with movement, activities or work;
3. Visual harassment, including derogatory cartoons, drawings or posters; and
4. Sexual harassment, which is defined as any deliberate, repeated or unwanted verbal or physical sexual contact, sexually explicit derogatory statements, or sexually discriminating remarks that is offensive or objectionable to the recipient or which causes the recipient discomfort or humiliation or which interferes with the recipient's work performance. Sexual harassment can take the form of any unwanted sexual attention, ranging from leering, pinching, patting, verbal comments, display of graphic or written sexual material and subtle or expressed pressure for sexual activity. In addition to the anxiety caused by sexual demands on the recipient, sexual harassment may include the implicit message from the alleged offender that noncompliance will lead to reprisals. Reprisals may include, but are not limited to: the possibilities of harassment escalation, unsatisfactory work evaluations, difference in work treatment, sarcasm, or unwarranted comments to or by peers. It is further the policy of the District that a sexual relationship, or fraternization as defined by district policy #528 – Student Non-Fraternization Policy between staff and students is not permissible in any form or under any circumstances, in or out of the school/workplace, in that it interferes with the educational process and involves elements of coercion by reason of the relative status of a staff member.

Any individual who believes he/she has been subjected to harassment by any other person should report the incident to the building principal/designee or immediate supervisor. It is the intent of the District to create an atmosphere where complaints and alleged complaints will be treated fairly and quickly. If an employee is not comfortable with making a complaint to the principal/designee or immediate supervisor; the complaint may be made to any other adult employee. The employee will report the complaint to the appropriate principal/designee, supervisor or the District Administrator.

The District Administrator shall establish a written procedure for responding to complaints. The procedure shall include a means for the complainant to appeal decisions to the Board of Education. This policy and complaint procedure will be made available to all District employees on an annual basis. The District forbids retaliation against anyone who in good faith has reported harassment or cooperated in a harassment investigation.

Policy 512-Rule Procedure for Reporting Harassment

Policy 512-Staff Non-Discrimination & Anti-Harassment Policy

SECTION 3: GENERAL CONDITIONS OF EMPLOYMENT

Health Examinations

The District requires, as a condition of employment, that all new employees obtain a physical examination, including a tuberculin questionnaire and if survey results so indicate a TB skin test. Freedom from tuberculosis in a communicable form is a condition of employment. If the employee's tuberculin skin test is positive, a chest X-ray shall be required. The Board of Education shall pay the cost for any required physical examination.

The physician conducting the physical examination shall prepare a report of the examination on a form prepared by the Department of Public Instruction (DPI) and available upon the DPI website. The physician shall use the report form to certify to the District that the person is free from tuberculosis in a communicable form. Subsequent physical examinations will be required at intervals determined by the Board of Education, consistent with state and federal laws and any applicable collective bargaining agreement provisions.

An employee may request an exemption from the physical examination requirement for religious reasons by filing an affidavit with the Board of Education stating that the employee depends exclusively upon prayer or spiritual means for healing in accordance with the teachings of a bona fide religious sect, denomination or organization and that the employee is to the best of the employee's knowledge and belief in good health and that the employee claims exemption from health examination on these grounds. If there is reasonable cause to believe that an employee who has requested an exemption is suffering from an illness detrimental to the health of the pupils, the Board of Education may require a health examination sufficient to determine whether the employee is suffering from such an illness. The Board of Education shall not discriminate against any employee for filing an affidavit seeking an exemption from the physical requirement. The District shall maintain all physical examination records and other medical records in a file separate from all other personnel records, and shall treat such records as confidential medical records, in accordance with state and federal laws and regulations.

The Board of Education shall comply with the requirements of Wis. Stat. § 121.52(3)(a) by including in any contract with any owner or lessee of any privately owned motor vehicle transporting pupils for compensation provisions for the contractor to require physical examinations for all school bus drivers, as prescribed by Wis. Stat. § 121.52(3)(a).

Code of Conduct for Employees

Employees are expected to maintain and display a professional, respectful, civil and courteous attitude toward other employees, administrators, students, parents, members of the public and Board members at all times. An employee's oral and written communication shall remain professional, respectful, civil and courteous toward other employees, administrators, students, parents, members of the public and Board members at all times.

The actions of a Parkview employee reflect upon the district and as such are expected to be respectful. Respectful behavior can be described as practicing open and positive communication, maintaining composure even during a difficult situation, maintaining confidentiality related to students, parents and colleagues and behaving in a manner that serves as a positive example for students and coworkers. The description above isn't all encompassing but gives an example of what is required from a Parkview employee.

Obligation to Report Pending Arrests & Convictions

All District employees are required to notify the employee's immediate supervisor as soon as possible, but no more than seventy-two hours after the employee is subject to a pending criminal charge or has pled guilty or no contest or been convicted of any misdemeanor, felony, or involving OWI/DWI/Reckless Driving/Hit & Run. A pending criminal charge will not be grounds for termination. However, a pending criminal charge may be grounds for suspension if the circumstances giving rise to the pending criminal charge substantially relate to the circumstances of the employee's job. The District may consider any conviction and determine whether the circumstances of the conviction substantially relate to the circumstances of the employee's job. Substantially related convictions may result in discipline up to and including termination.

Nothing in this provision prohibits the District from placing an employee on administrative leave or from suspending an employee based on a pending criminal charge or conviction, during an investigation into the circumstances of the matter. Nothing in this provision prohibits the District from conducting its own investigation into whether the employee engaged in the conduct at issue in the pending criminal charge and basing its employment decision on the results of its investigation.

Failure to report as required by this provision may result in disciplinary action, up to and including termination.

Requirement to Remain Current

All certified employees 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 of Education established curriculum, as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, the certified employee 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. If an employee is directed to attend a job related professional development activity or training during the summer months, a stipend will be provided.

Retirement Date

The official retirement date for an employee will be the first day after the last contracted work day as outlined on the current District calendar. In the event that an employee retires before the end of the school year, the official retirement date is the day following the last paid workday. The official retirement date will be provided to the WI Retirement System (WRS), health insurance providers, etc. and any other entities that require notification of end of employment.

SECTION 4: DISCIPLINE, TERMINATION AND NONRENEWAL

Legal Authority

The Board of Education retains the right and responsibility to manage the work force. The District Administrator or his/her designee may issue discipline or recommend discharge to the Board of Education, if necessary, consistent with the requirements of any applicable Board of Education policy as well as State and Federal law. Full-time certified employees in the District are subject to non-renewal on a statutory basis, as prescribed in Section 118.22, Wis. Stats. Certified employees hired as part-time employees, substitute teachers or for temporary assignments are not subject to §118.22, Wis. Stats. Administrators in the district are subject to

non-renewal on a statutory basis, as described in 118.24. Such non-renewals for regular, full-time certified employees and administrators shall be subject to provisions of Section 118.22 & 118.24, Wis. Stats.

Policy 536.1: Non-renewal of Certified Staff Contracts

Policy 536.3: Suspension of Certified Staff Members

Policy 546.2: Suspension or Dismissal of Classified Staff Members

SECTION 5: GRIEVANCE PROCEDURE

This is a summary of the Employee Grievance procedure. The entire Grievance procedure, Board Policy 526, is available from the confidential district secretary.

An employee with a complaint related to employee discipline (except employee termination) or workplace safety should first seek to resolve the issue(s) with his/her immediate supervisor through informal discussion. If the complaint regarding employee discipline or workplace safety concerns the employee's supervisor, the employee may seek to resolve the complaint directly with the District Administrator. If the complaint regarding employee discipline or workplace safety concerns the District Administrator, the employee may seek to resolve the complaint directly with the Board President.

Informal Resolution

Informal resolution of discipline complaints shall be initiated within seven (7) days of the date when an employee has been notified of the discipline. An employee complaint about a workplace safety issue may be raised informally at any time while the safety issue persists.

If the employee fails to initiate the informal resolution process with regard to employee discipline within seven (7) days, the employee waives any further entitlement to utilize the grievance process with respect to the discipline (except employee termination).

Employee termination decisions and contract non-renewal decisions are not subject to the informal resolution process.

Time Limits for Filing a Grievance

If the informal resolution process does not resolve the complaint, and the employee believes that his/her complaint rises to the level of a grievance, the employee may initiate a formal grievance. A grievance involving employee termination or discipline shall be filed in writing no later than twenty-one (21) days after the employee receives notice of the discipline, termination or non-renewal of a contract pursuant to Wis. Stat. §§ 118.22 or 118.24. A grievance involving workplace safety shall be filed in writing no later than twenty-one (21) days after the employee first attempts to resolve his/her workplace safety concerns through the informal resolution process. If no grievance is filed, the decision of the administration shall be considered final. If the grievant fails to comply with the time periods or other procedures outlined in this policy, the grievant waives any further rights of appeal and the grievance will be deemed resolved.

Grievance Steps

Level One

1. The grievant may initiate a formal grievance by obtaining a grievance form from his/her immediate supervisor or designee or from the business manager or business department,

filling out the form, and providing a copy to his/her immediate supervisor and to the District Administrator. On the form, the grievant shall (1) identify the category of grievance (i.e., termination of an employee without a contract with a definite term, discipline, or workplace safety), (2) describe the attempts to resolve the complaint informally (if applicable), (3) identify the facts supporting the grievance, (4) specify the policy, rule, regulation, or law alleged to have been violated, and (5) describe the relief requested. In order to be considered, a grievance shall be filed, in writing, using the appropriate form.

2. The District Administrator or his/her designee shall act on the grievance within seven (7) days of the filing of the grievance. If the District Administrator or his/her designee denies the grievance, he/she shall inform the grievant in writing who shall have seven (7) days to appeal the denial to the Board by filing a letter of appeal with the Board President.

Level Two

1. Within ten (10) days after receipt of a written appeal from a grievant, the Board President shall appoint an Impartial Hearing Officer as authorized by resolution of the school board.
2. The hearing shall be recorded and the grievant shall be given the opportunity to have the hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy, which may apply to the subject matter of the hearing, e.g. pupil confidentiality. The Impartial Hearing Officer shall consider whether to engage a court reporter in lieu of recording the hearing.
3. The Impartial Hearing Officer shall issue a written decision no more than thirty (30) days after the hearing is concluded, unless the Impartial Hearing Officer notifies the parties that more time is needed and the reasons therefore. The need for post-hearing briefs, as determined by the Impartial Hearing Officer, shall be sufficient reason to extend the deadline.
4. The Impartial Hearing Officer shall inform the parties that an appeal of his/her decision may be taken to the Board if filed in writing within ten (10) days of the receipt of the written decision of the Impartial Hearing Officer, after which the decision of the Impartial Hearing Officer shall become final.

Level Three

1. If either party is aggrieved by the decision rendered by the Impartial Hearing Officer, either party has the right to file a written appeal with the Board within ten (10) days of receiving the Impartial Hearing Officer's decision, after which the decision of the Impartial Hearing Officer shall become final.
2. Except for grievances involving an employee termination or teacher or administrator contract non-renewal under Wis. Stat. §§ 118.22 or 118.24, the Board may, at its sole discretion, assign an appeal panel of at least three members of the Board, for the purpose of considering appeals under the grievance procedure.
3. The Board or appeal panel may affirm, reverse, or modify the decision of the Impartial Hearing Officer.
4. Procedural errors, which do not have a substantial effect on the rights of the parties, shall not be grounds for reversal of any decision.

5. The decision of the Board or appeal panel shall be final. The Board or appeal panel shall make every effort to send to the grievant and the District Administrator a written statement of its decision within a reasonable time after hearing the appeal.

Retaliation

No reprisals of any kind shall be taken by the Board or by an employee of the District against any party in interest or other employee on account of his/her filing a grievance or participating in a filed grievance.

Request for Reconsideration of School Board Decision

This policy establishes a procedure for employees to grieve certain decisions of school officials. The policy does not grant employees the right to appeal decisions of the Board itself, other than a termination or contract non-renewal decision by the Board. Nonetheless, an employee may file, in writing to the Board President, a request that the Board reconsider one of its own decisions. The request shall be filed within fifteen (15) days of the Board's decision and shall state the reasons why the Board should reconsider its decision. The Board may exercise its discretion whether to grant the requested reconsideration.

Judicial review of a Board or appeal panel decision made at Level Three of this policy, if any, shall be as prescribed by law.

For complete guidance regarding the district grievance procedure, please see:

Policy 526: Employee Grievance Policy and Procedure

EMPLOYEE GRIEVANCE FORM

Employee Name: _____

Date: _____

Please identify the category of your grievance (circle one):

Termination

Discipline

Workplace Safety

Are you an employee with a contract?

Yes

No

Describe your attempts to resolve your complaint informally (if applicable).

Identify the facts that support your grievance.

Specify the policy(ies), rule(s), regulation(s), and/or law(s) that you believe has/have been violated.

Describe the relief that you are requesting.

If you require additional space, please attach additional sheets to this form.

SECTION 6: EMPLOYEE HOURS/WORKDAY

Normal Hours of Work

Certified Employees: Certified Employees are exempt professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats. As defined in § 118.235, teachers will receive a thirty-minute (30), duty-free lunch hour as close to the time in which their students receive lunch. The actual workday for each building shall be established by the Board of Education. For certified staff, the hours, start and end time, assignment and prep time will be provided to the employee prior to the start of the new school year. Every effort will be made to provide this information prior to the end of the previous school year.

Prep Time

Every effort will be made to give Pre-K-12 teachers a minimum of 225 minutes of prep time per week. The amount of 225 minutes of prep per week is not guaranteed.

Classified Employees: Classified Employees are paid on an hourly basis. The job assignment, work location and hours of work will be given to employees two weeks before the start of the new school year. Assignments, work location and hours of work may be changed by the District as needed. The District will attempt to give as much notice as possible. Employees may not alter their hours of work without prior approval from the employee's supervisor.

Classified Letter of Reasonable Assurance

A letter of reasonable assurance will be given to Classified school year employees as soon as practical to provide reasonable assurance for employment for the following school year.

Cooks that work at least 6 hours per day will receive fifteen (15) minute paid break per day. Other classified staff (excluding bus drivers) that work eight consecutive hours per day will receive two, fifteen (15)-minute breaks taken at a time approved by the supervisor. Classified employees (excluding bus drivers) that work four or more consecutive hours are entitled to one, fifteen (15) minute break taken at a time approved by the supervisor. Classified employees that work more than six consecutive hours will receive an unpaid, duty-free thirty minute lunch period.

Overtime Hours

Overtime may not be worked without prior approval from the employee's supervisor. Overtime hours are any hours worked in excess of 40 hours worked in a week for non-exempt employees. Paid or unpaid time off, such as vacation or FMLA leave, does not count as "hours worked" in computing overtime. Approved overtime hours will be paid at a rate consistent with state and federal law. Upon approval from the employee's supervisor, overtime hours can be converted to comp time at time and one-half. The use of comp time must be approved in advance by the supervisor. Comp hours cannot be carried over from one school year to the next. Any unused comp time will be paid out to employees on the first payroll after June 30 of each year. Certain positions may qualify for overtime pay. Classified employees who are directed to work on a Saturday will be paid at time and one-half and if directed to work on non-paid holiday and/or Sunday will be paid double time.

FLSA Safe Harbor Policy

This policy sets forth the District's commitment to ensure that deductions are not improperly made from the salary of employees who are exempt from overtime under the Fair Labor

Standards Act (FLSA). Under the FLSA, full day deductions are permitted, for example, for personal time off or disciplinary suspensions. Full or partial day deductions may be made for FMLA leave. The District will promptly investigate and correct any improper payroll deductions or other payroll practices that do not comply with the Act. If an employee believes there is an improper payroll practice, or there has been an improper deduction from an exempt employee's salary, the employee should report it to the Human Resources Department, which will promptly investigate the matter. The employee will be promptly reimbursed for any improper deduction and no similar deduction will be taken from the affected employee's pay. There will be no retaliation against any employee for reporting his or her concerns with respect to this policy.

Administratively Called Meetings

Certified employees are required to attend all mandatory administratively called staff meetings. The administration shall attempt to provide at least 24 hour's notice, unless an emergency exists, of all such meetings. Certified employees who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Certified employees are also required to attend all meetings of individual educational plan teams, parent-teacher conferences, department meetings or activities of similar nature regardless of the date, time or duration of said meetings. Certified employees who are required to attend such meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings. Generally, meetings will be scheduled at least 24 hours in advance, won't be more than an hour in duration and will be scheduled as close to the start or end of the school day as possible. Emergency, time sensitive situations, or complicated issues are examples of when these parameters may need to be modified.

Attendance at School Events

Certified employees are required to attend all mandatory administratively required school events. These events include but are not limited to open house, music program, art show and/or other District or building events that occur after the normal workday. Mandatory events and the date/time of the events will be identified in advance. Certified employees who have a conflict with a co-curricular school sponsored event or have pre-approved classes 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.

Extended Professional Development Requirement

Beginning with the 2015-16 Teacher Contracts, contracts will contain two additional professional development days in August. These days will be scheduled the two work days immediately prior to the August staff work day on the district calendar. The content for the two professional development days will be generated by the teaching staff but must be aligned to the building or district site plans and specifically target a growth area related to current student achievement. The two days may include one topic or area for the full two days, multiple topics spread out over the two days or a combination thereof. Professional development facilitators may come from the Parkview faculty and staff or from outside sources based on our professional development needs and financial considerations.

Certified staff that facilitates professional development would be compensated at the curriculum pay for each hour of professional development provided plus one additional hour of curriculum pay for preparation for each hour presented. (i.e. A four hour presentation would result in four

hours of curriculum pay for presenting plus another four hours of curriculum pay for planning for a total of eight hours of curriculum pay).

All teachers under contract the following school year would be required to attend the Extended Professional Development.

Consulting and Communicating with Parents

Each certified employee shall consult and communicate with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation and communication must be positive, constructive, provide solutions, and be supportive. Under no circumstances should consultation and communication be rude, sarcastic, antagonistic, or result in name calling or bullying. Consultation and communication may be in the form of phone contacts, progress reports, in-person appointments, e-mail, etc., in addition to the scheduled parent/teacher conferences.

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.

Certified Employees

Certified employees shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

Classified Employees

If school is canceled, a classified employee (except those noted below) will not report to work or be paid for the hours that were missed. Make up hours will not be allowed unless warranted by special circumstances related to the position. In all instances, approval from the supervisor is required in advance. The employee may use a personal day in lieu of being docked if one is available.

If school is closed in an emergency weather situation the business office, district administrator's confidential secretary, custodial and maintenance employees will be expected to report to work. If an employee cannot report to work at the regularly scheduled time due to the weather conditions, he/she must contact his/her supervisor.

School Calendar

The District calendar shall be determined by the Board of Education. The specific structure and number of days (student contact, in-service, workday, vacation, etc.) will be at the discretion of the Board of Education.

Holidays

The following days will be non-paid holidays: "New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

If Christmas Eve or Christmas Day fall on Saturday or Sunday, the following Monday and/or Tuesday will be the non-paid holiday. If New Year's Eve or New Year's Day fall on a Saturday or Sunday, the Thursday and/or Friday preceding shall be the non-paid holiday. For all other non-paid holidays, whenever any of said non-paid holidays fall on Sunday, the succeeding

Monday shall be the non-paid holiday. If the said non-paid holiday falls on a Saturday, the Friday preceding shall be the non-paid holiday.

Vacation

Classified employees will earn vacation as follows:

Twelve (12) month classified employees shall earn vacation based on the number of days worked or paid in a school year, per the schedule below. No vacation may be taken before it has been earned.

Year 1. No vacation is earned or may be taken until July 1 following the employee's start date. Vacation is accrued at the rate of 1 vacation day for each 52 days worked or paid to a maximum of 5 days.

Years 2-8. Vacation is earned at the rate of 1 vacation day for each 26 days worked or paid to a maximum of 10 days.

Years 9-15. Vacation is earned at the rate of 1 vacation day for each 17.5 days worked or paid to a maximum of 15 days.

Years 16 and up. Vacation is earned at the rate of 1 vacation day for each 13 days worked or paid to a maximum of 20 days.

A day of vacation will equal the number of hours in the employee's regularly scheduled workday.

Use of vacation must be approved in advance by the employee's supervisor. An employee can carry over vacation into the following fiscal year with prior approval from the supervisor. Vacation that is carried over must be used by August 15 of the following school year and will expire without compensation after that date.

Use of Vacation Days on Unpaid Non-Federal Holidays

The Board approved for hourly employees to use up to three vacation days for unpaid, non-federal holidays. The unpaid, non-federal holidays are, the day after Thanksgiving, Christmas Eve, New Year's Eve and Good Friday." The employee must submit a vacation request via Employee Access to utilize of this provision.

An employee that quits and has provided the required minimum two week notice, will be paid for any earned but unused vacation at the employee's hourly rate of pay. If an employee provides less than a two week notice prior to quitting, the employee will not be paid for any accrued vacation time.

Policy 532.31: Certified Staff Holidays and Vacations

Policy 542.42: Classified Staff Vacations

SECTION 7: EMPLOYEE SUPERVISION & EVALUATION

General Provisions

The Board of Education recognizes the right, duty and responsibility of the principals and supervisors to conduct observations and evaluations of the performance of all employees. The

principal or supervisor will provide the employee with the format used in the evaluation in advance of the evaluation process.

Certified Employee Evaluation

Certified employees that are new to the district will be fully evaluated in year one and at least every third year thereafter in accordance with the Department of Public Instruction Educator Effective Plan. A certified employee may be evaluated more frequently at the discretion of the administration. Beginning in year four, an employee will be fully evaluated in accordance with the Department of Public Instruction Educator Effective Plan at least once every three years.

Classified Employee Evaluation

Classified employees will be evaluated in accordance with Board policy 548.

Policy 548: Classified Staff Evaluation

Personnel Files

A personnel file shall be maintained for each regular full-time and regular part-time employee in the District. The personnel file shall be maintained by either the District office or an office designated by the District Administrator and shall be kept in a secured location. Personnel records shall be maintained in accordance with state and federal laws and regulations and shall be retained in accordance with the District's record retention schedule. No materials may be removed from or added to a personnel file without permission of the District Administrator or his/her designee, unless required by law. An employee has the right to include a rebuttal to any documents placed in his/her personnel file within ten days of the placement.

Employee Access to Personnel Records

The District shall comply with Wis. Stat. § 103.13, with regard to an employee's right to review his or her personnel records. Employees are hereby notified that the legal custodian of all records, including personnel records, is the District Administrator or his/her designee. The legal custodian is vested with full legal power to render decisions and to carry out the duties of the District under the Wisconsin Public Records Law. Requests by an employee to inspect or copy records concerning the employee will be handled by the legal custodian.

Retention of Records

The District adopted the WI Record Retention Schedule for School Districts on August 16, 2010. The schedule is at <http://publicrecordsboard.wi.gov/docview.asp?docid=15892&locid=165>. The District's records will be retained or destroyed according to this schedule; with the exception of employee personnel records which will be kept for 30 years.

SECTION 8: EMPLOYEE ASSIGNMENTS, VACANCIES & TRANSFERS

Determination of Assignment

Certified and Classified Employees will be assigned or transferred by the District Administrator and/or designee.

Assignment Preference Consideration

Employees may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; c) subject; or d) position. If an employee wishes to be transferred to another position which may open during the summer, application for a transfer

should be made in writing to the District Administrator and/or his/her designee. The District administrator and/or his/her designee will take into consideration an employee's interests.

Process for Filling Vacancies

The District retains the right to determine and select the most qualified applicant for any position. The term applicant refers to both internal and external candidates for the position. Employees may apply for a vacant position by contacting the administrator listed on the posting by e-mail, phone or in person. The District retains the right to determine the job description for any position.

Transfers

An employee may be transferred to another position in the school district at the discretion of the District administrator. The person must have the appropriate license for the new position. The District understands that transfers can require extra preparation for the employee and will provide as much advance notice as possible.

Policy 533: Certified Staff Recruiting and Hiring

Policy 535: Employee Assignments and Transfers

Policy 543: Classified Staff Hiring/Recruiting

Policy 545: Classified Staff Assignments and Transfers

SECTION 9: REDUCTION IN FORCE

Layoff

The Board of Education reserves the right to reduce the number of positions (full layoff) or the number of hours in any particular position (partial layoff). Applicable state laws will be followed as they relate to reducing teacher or administrator positions. Certified employees hired as part-time teachers, substitute teachers or for temporary assignments are not subject to §118.22, Wis. Stats.

Policy 536: Reduction in Work Force

Policy 546: Reduction in Classified Staff Work Force

SECTION 10: PAY PERIODS

Annualized Payroll:

Teachers will be paid on the 5th and 20th of each month starting September 5th through June 20th. Teachers may also elect to have their pay calculated over 24 pay periods beginning September 5th and ending August 20th. July and August payments will be paid with the June 20th payment. This election must be made on the individual teaching contract and will be in effect for the duration of the term of the contract.

Classified employees will be paid twice per month according to the payroll calendar published by the business office on February 28th of the prior fiscal year.

Direct Deposit

Each employee will be paid through direct deposit. Each employee's pay will be deposited and available on the 5th & 20th of each month. If the 5th or 20th is a Saturday, Sunday or a banking holiday, the pay will be deposited and available on the 1st previous banking day.

Tax Sheltered Annuities

The Board of Education will make payroll deductions for those employees who desire to participate in the district's tax sheltered annuity ("TSA") plan. The purchase of the annuity will be optional for all employees. The number and identity of vendors to which payments may be made shall be determined by the District Administrator or Designee. When an existing Vendor ceases to have any participating employees, it will be dropped from the list.

An employee will be limited to four (4) changes in deferral amount per calendar year.

The District shall transmit to the designated TSA vendors(s) the amount of the salary deferral elected by the employee on or about the same date as the deduction is made. Changes in an employee's choice of vendor or the amount withheld from an employee's pay (including the complete termination of the salary reduction on a date specified by the employee) shall begin for the first pay period which begins after receipt by the District of a completed Salary Reduction Agreement unless the employee elects a later effective date.

Employees will be required to sign a salary reduction agreement to authorize TSA deductions from salary. Employees are responsible for determining that their requested salary reduction amounts do not exceed the limitations set by federal law.

SECTION 11: WORKER'S COMPENSATION

Worker's Compensation and Reporting Responsibilities

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall immediately report the injury to his/her supervisor prior to seeking medical attention, if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor as soon as practicable, but no later than twenty-four (24) hours after the occurrence of the injury. The employee shall also fill out an accident report form.

Benefits While on Worker's Compensation

If an employee suffers an injury covered by Worker's Compensation, the employee may elect to supplement worker compensation payments during the first sixty (60) days of absence from work by drawing an amount from his/her accrued sick leave sufficient to maintain his/her regular pay. Supplementation shall end when the employee's sick leave is exhausted or after sixty (60) days of absence, whichever occurs first. Any other leave the employee is granted shall run concurrently with the Worker Compensation leave.

SECTION 12: EMPLOYEE SICK LEAVE

Sick Leave Earned

Employees of the District will be divided into two categories (Certified & Classified) for the purpose of granting sick leave.

Certified Employees

All certified employees will receive ten (10) days of sick leave at the beginning of the school year. Annual allocations of sick leave are available from the first contract day each year. In the event an employee does not complete the contract year, sick leave for that year will be prorated and a teacher shall have deducted from his or her final pay any sick leave used which exceeds the days earned.

Classified Employees

12 month-hourly employees will receive ten (10) days of sick leave. One day of sick leave will be accrued every 22 days worked (up to a maximum of ten days).

School Year hourly employees will receive eight (8) days of sick leave. One day of sick leave will be accrued every 18 days worked (up to a maximum of eight days). Working the summer months will not change a school year hourly employee to a 12 month employee.

Accumulation of Leave:

Any unused sick leave earned will be allowed to accumulate to a maximum of 1200 hours.

Annual Sick/Personal Leave Incentive

Annually, the District will notify employees as to whether it will offer a sick/personal day incentive and what the incentive will include. If an incentive is offered the following conditions will apply:

1. **For certified employees and hourly employees that do not receive paid vacation**
 - a. **An absence for any reason** when students are in attendance or professional development is scheduled during the employees contracted work schedule will count as an absence.
2. **For non-represented staff and employees that earn paid vacation**
 - a. **An absence for any reason** without having pre-approved vacation during the employees contracted work schedule will count as an absence.
3. **For employees that earn paid vacation**
 - a. Paid vacation will not count as an absence for this leave incentive provided it was approved by the supervisor in Employee Access at least 24 hours in advance.
4. An absence is defined as not being present for any or all of a required shift during the scheduled hours of work.
5. Absences for the purposes of this incentive will be calculated as the actual number of minutes gone from work.
6. A full day for a full time teacher will count as eight hours (480 minutes). A full day for a part-time teacher will be determined by multiplying eight hours (480 minutes) by the contract percent.
7. A full day for an hourly employee will be the number of hours assigned to that position on file in the business office.
8. Working overtime or extra hours will not increase the length of an employee's normal work day.
9. The Board reserves the right at its discretion modify, delete or add to the above conditions.

Leave Incentive Upon Retirement:

Employees that retire shall be paid at the rate of \$3.50 per hour for unused sick leave accumulated at the time of retirement. All amounts paid will be treated as taxable wages. **To be eligible for this payment, the employee must declare his or her intention to retire January 31 of the final year and,**

1. Be at least fifty-five (55) years old or,
2. File a certificate from a qualified medical doctor recommending that the employee leave the education profession.

Leave Beyond 1200 Hours

Certified and Classified employees that accumulate sick leave above 1200 hours at the end of the current year may sell the hours to the District at the rate of \$3.50 per hour. All amounts paid will be treated as taxable wages. Hours that are sold will be deducted from the employee's accrued leave.

Death Benefits

Upon the death of an employee in active service with the District, including an employee who is on an approved leave of absence, the District will pay out an amount equal to the employee's accrued unused sick leave hours remaining at the time of death as shown on the District's records, multiplied by \$3.50 per hour. All amounts paid will be treated as taxable wages.

Sick Leave

Sick leave may be used for the following reasons:

1. Personal illness of the employee or illness of his/her dependent child,
2. Medical or dental appointment for the employee or his/her dependent child
3. Approved maternity, paternity or adoption leave
4. Any FMLA approved reason

The District Administrator or designee may require a doctor's statement concerning an employee's eligibility for sick leave, if there is a reason to believe that there was not a valid reason for the absence.

Emergency Leave

Upon approval from the building principal or immediate supervisor, accumulated sick leave may be used for emergency situations which include the following:

1. Very serious illness of the employee's spouse or parent and in some cases, other close relatives providing there is no other person of closer kinship to look after such relative, when the employee is not eligible to use state or federal FMLA leave to cover the absence. To qualify for use of sick leave due to illness in the immediate family, the employee must satisfy the definition of "very serious illness" by filing either:
 - a) Evidence of consultation with a doctor, or
 - b) A statement, in writing, signed by the employee showing the name of the person who is ill, the nature of the illness, relationship to the employee, and a brief justification as to why the employee has to stay with the individual.
2. Court action which would require the employee to appear in court.

3. A summons from an agency of government such as the Federal Income Tax Division or other agencies which would require that the employee appear for a conference on a school day when it is impossible to arrange for said conference on a non-school day.
4. Funerals of the following: The employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandson, granddaughter, grandmother, grandfather, and any other person whether related by blood or not to whom such employee stood in the mutually acknowledged relation of parent or child. Maximum limited to three (3) days. In case of an extenuating circumstance the employee may seek an exception to the three (3) day rule from the District Administrator.
5. Funerals of others such as close friends may be counted as emergency leave. In this category each such emergency leave will be considered on its own merits by the District Administrator or designee before emergency leave for attendance at funerals of others than those mentioned in #4 above will be granted, limited to one (1) day. In case of an extenuating circumstance the employee may seek an exception to the one (1) day rule from the District Administrator.
6. In other cases, certain situations may develop whereby the employee is late for work or unable to be at work. Examples of this would be an automobile accident in which the employee is involved or one in which he or she is duty bound to assist others involved in an accident, or bad weather that has created a catastrophe for the employee.
7. In all emergency leave situations, whereby the employee will be absent for more than one (1) school day, the employee must contact the District Administrator or designee and explain the situation fully.
8. Home remodeling projects, visits by service technicians, etc. do not qualify as emergencies and will not be approved as emergency leave.

Personal Leave Days

Upon approval from the building principal, up to three (3) accumulated sick leave days per school year may be used for personal situations. No reason will be required for using a personal day but the following conditions will apply.

1. At least twenty-four (24) hours' notice is required prior to using personal time unless special approval is granted by the building principal.
2. Personal Leave days will be approved provided an adequate substitute can be found and the number of employee absences in a particular building is not in excess for the particular day in question.

Maternity, Paternity, and Adoption

1. An employee of the district may, upon request, be granted a leave of absence for maternity, paternity or adoption. Generally, leave may be granted for a time not to exceed the remaining part of the semester in which the birth or adoption occurs, and the following semester. Any FMLA leave an employee may also qualify for based on the birth or adoption of a child shall run concurrently with leave granted under this policy. See the provision of the handbook relating to the District's FMLA policy.
2. Employees shall state in their request to the District the length of leave they are requesting for the birth/adoption leave. It is at the discretion of the District to grant the leave for the

time requested, alter the length of time allowed or deny the leave, provided the District complies with state and federal FMLA laws.

3. Under extenuating circumstances such as health concerns of the child or mother, a birth/adoption leave under this policy may be extended. Under normal circumstances, a birth/adoption leave under this policy would not be extended.
4. An employee will be required to use accumulated sick leave days during any period of the leave not covered by Wisconsin FMLA.

Military Leave

Pursuant to federal and state law, the District shall provide eligible employees with leaves of absence for purposes of federal service in the uniformed services or active state service, in compliance with state and federal law. Eligible employees should notify the District of the need for a leave of absence as far in advance as possible and should notify the District of the commencement date of the military leave and its expected duration. Eligible employees should also provide the District with a copy of any relevant military orders.

All rights and privileges regarding salary, benefits, status, and seniority shall be reserved to such employees as required by law. Leave under this policy is unpaid. However, employees must be permitted to substitute paid time off that they would otherwise be eligible to take, in compliance with state and federal law.

An employee on leave shall notify the District of his/her intent to return to work in a timely manner following his/her period of military service. Failure to notify the employer of his/her intent to return within a reasonable period may subject the employee to disciplinary action up to and including termination for unexcused absence. An employee's reemployment rights and benefits after completion of federal service in the uniformed services or active state service shall be governed by any applicable federal and/or state laws.

Jury Duty

The School District recognizes the civic obligation of employees to perform jury duty. Leave for employees called as witnesses by or on behalf of the District shall be included under this section. Said leave shall be paid and shall not be deducted from other types of paid leave. However, if the employee is not chosen as a juror, or not required to testify as a witness, the employee must report to school as soon as possible after being excused.

Employees selected for jury duty will be paid their regular wage. The employee will turn over to the District business office any daily fee received for civic duties performed within ten (10) work days of receiving said fee but shall keep reimbursement of actual expenses (such as mileage, meals, etc.). If verification is not submitted to the District business office within ten (10) workdays of receiving jury duty or witness pay, the employee's pay will be held until verification has been submitted.

Unpaid Leave

In extenuating circumstances the district administrator or designee may grant unpaid leave. Extenuating circumstances may include illness or health issues or family emergencies that are not covered by or extend beyond the terms of sick leave or FMLA. Generally, leave may be granted for a time not to exceed the remaining part of the semester in which the event occurs, and the following semester. Any FMLA leave an employee may also qualify for based on the

birth or adoption of a child shall run concurrently with leave granted under this policy. Once in a lifetime situations may be considered if the circumstances warrant. An example of a “once in a lifetime” situation may be the employee, a child or spouse being recognized for a state level or national award. These unpaid days would be granted only after all personal time is used and would generally not be approved for more than two or three days.

Unauthorized Leave

Absence from work without following the district approved process may be construed as an abandonment of position and serve as the employee’s resignation. Disciplinary consequences may also result in instances where the employee does return to work after an unapproved absence.

Sick Leave Bank

Employees wishing to use the Emergency Sick Leave Bank (ESLB) must complete an ESLB request form and submit it to his/her building principal. ESLB leave will be considered for a medical condition of the employee or a family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available, apart from the sick bank program.

1. A committee chaired by the district business manager and made up of the building principal, (2) employees, and the district administrator will convene when a request for time is properly submitted. Approval or denial of requests is not subject to the grievance procedure, and decisions of the committee are final.
2. The request may only be made after all sick/emergency/personal leave of the employee has been used. Employees must have donated at least eight (8) hours of leave at the end of the previous school year in which the request has been made or within two (2) weeks of their initial hire date to be eligible to request leave. Verification of need and duration of leave must be provided. In the case of medical leave, a doctor’s statement as to the length of the leave must be provided.
3. The cumulative total number of hours granted over the length of an individual’s employment shall not exceed 160 hours.
4. The District will provide a donation form to employees on May 15, which employees shall return within 15 days, authorizing their donation of sick leave to the bank for the following school year. Employees may contribute up to 16 hours from their accumulated sick/emergency/personal days per year

All unused leave contributed to the ESLB will remain available in the ESLB pool, unless this policy is terminated, in which case any remaining donated hours will be returned to donating employees, pro-rata.

Policy 532.32: Certified Staff Leaves and Absences

SECTION 13: COMPENSATION AND EXPENSE REIMBURSEMENT

The Board of Education will comply with state statutes as to employee compensation. Employees will receive individual notice as to their salary prior to the beginning of each school year.

Policy 532.2: Certified Staff Compensation

Policy 542.3: Classified Staff Compensation

Substitute Pay

Teachers assigned, or volunteering to substitute during their prep time shall be reimbursed at an hourly rate based on the current BA-00 Teacher base pay.

Policy 534: Substitute Certified Staff Development

Mileage Reimbursement

The District shall reimburse employees who are required by the District to drive his or her personal vehicle during the course of performing duties for the District an amount equal to the Internal Revenue Service (IRS) business travel rate per mile. Pre-Approval from an employee's supervisor is necessary to get mileage reimbursement. The District does not reimburse for gas purchases for personal vehicle transportation. Forms to be used to report mileage are available in the Business Office.

Expense Reimbursement

The District shall reimburse employees who are required by the District to use personal funds during the course of performing duties for the District at the rate stated in Board policy 550-Rule Reimbursement for Travel Expenses. Pre-Approval from an employee's supervisor is necessary for reimbursement. Expenses that are pre-approved, for the amounts listed in the policy, will require detailed receipts substantiating the claim(s). Reimbursement will be disallowed for unsubstantiated claims. Unless approved in advance by a supervisor, payment for all lodging should be made with the District p-card. The district is tax exempt and it is the responsibility of the employee to ensure that the District is not being charged sales tax and usually motel/hotel tax. A receipt for lodging must be turned in with any reimbursement claim that includes overnight lodging. Forms to be used to claim expenses are available in the Business Office.

Residency Incentive

All full-time professional educators hired after May 15, 2017 who take up initial residency in the Parkview School District within five years of their hire date shall be eligible for one-time additional compensation of \$2,000. The additional compensation is subject to all applicable state and federal tax. Full-time professional educators receiving compensation for moving into the District shall sign an agreement to maintain District residency and employment for a minimum of four years or repay the District at a rate of \$500 for each year they fail to remain a resident and employee in the Parkview District. A professional educator who leaves the District after one year would have to repay \$1,500. If the employee leaves two years after receiving this incentive they would owe the District \$1,000 and after three years \$500. To receive the incentive the full-time professional educator must submit a signed lease or copy of a finalized mortgage for a residence inside the boundaries of the Parkview School District. The residence must be the primary residence where the employee and their immediate family reside. All Parkview certified staff are at-will employees and the residency incentive agreement in no way serves as an employment contract for continued employment in the Parkview District. The incentive for verified residency will be processed annually on July 5. An employee that met the requirements by July 5 will receive the incentive on July 20.

SECTION 14: EMPLOYEE BENEFITS

The benefits described in this Handbook refer to current benefit plans maintained by the District and are set forth for informational purposes only. Employees should refer to the actual plan documents for more detailed information and in the event of any conflict those documents are controlling.

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 eligible employees to reduce their salary and contribute to an FSA to cover the following expenses:

1. Permitted medical, dental and vision expenses not covered by the insurance plan (IRC § 105), and
2. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

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 administering 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).

Hospital and Dental Insurance

Annually, the District will notify employees as to whether they qualify for health and dental insurance as well as the plan design and required employee premium contributions. If District health care is offered, Affordable Care Act (ACA) guidelines will be used to determine which employees are eligible. Current ACA guidelines state that employees who either 1) qualify as full-time under the ACA look-back measurement rule; or 2) are regularly scheduled to work at least 30 hours per week regardless of full-time status under the ACA look-back measurement rules would be eligible for employer-provided coverage.

Life Insurance

Annually, the District will notify employees as to whether they qualify for life insurance as well as the required employee premium contributions. Eligible employees are encouraged to review the terms and conditions of this coverage on the insurance certificate or contact the Business office with any questions regarding coverage.

Health Savings Account (HSA)

A Health Savings Account (HSA) is an account owned by the employee in which the employer deposits an amount determined by the employer into the HSA to be used by the employee to offset medical expenses. The HSA may be used for current or future expenses that are not paid by the health plan.

- Annually, the Board will determine whether to offer to eligible employees an HSA and the amount of employer contribution.
- Annually the Board will notify employees of the amount that will be contributed to the HSA for eligible employees for the upcoming school year.

- The employee may participate in voluntary payroll deduction to deposit additional earnings (up to Federal limits) into the HSA.

When an eligible employee becomes Medicare eligible (65 yrs old) the employee must complete and submit a “Medicare Participation Form” to the District HR Specialist to determine if participation in an HSA can still occur. (Current federal rules prohibit an employer from contributing to an HSA for an employee that receives Medicare. If an employee chooses to participate in Medicare, the District would no longer be able to provide a contribution to the HSA).

Long-Term Disability Insurance

The District provides long-term disability insurance to eligible employees. Employees are encouraged to review the terms and conditions of this coverage on the insurance certificate or contact the Business office with any questions regarding coverage.

The insurance carrier(s), program(s), and coverages will be selected and determined by the Board of Education.

Payment to Wisconsin Retirement System

Employees that qualify under ETF regulations shall be required to contribute to the Wisconsin State Retirement System an amount equal to one-half of all actuarially required contributions, as approved by the Employee Trust Funds Board.

Early Retirement Benefit for Employees Hired On or Before June 30, 2013

The voluntary early retirement program and payments offered by the District are designed to provide eligible, certified District employees with an opportunity to retire early. The voluntary early retirement program is established by Board Policy 536.4. The Board reserves the right to eliminate or modify this benefit at any time. This program applies only to those certified District employees hired on or before June 30, 2013 who are eligible under the terms of this section and who, by January 31 of the employee’s final year of service, notify the District in writing and elect to take the voluntary early retirement option. To be eligible, the certified District employee must have twenty (20) or more full years of professional service with the Parkview School District and must be eligible to retire under the Wisconsin Retirement System. In order to receive the benefits of the program, the certified employee must sign a Resignation, Retirement and Waiver and Release Agreement. A copy of the form of the agreement is available from the District office.

Eligible certified employees who elect to voluntarily retire early will retain no reemployment rights with the District nor any other rights or benefits except those set forth in the Board Policy and except those otherwise provided by law.

1. Annually, the Board of Education will determine whether to offer an early retirement benefit to certified employees hired on or before June 30, 2013 who are at least fifty-five (55) years of age as of August 31 in the employee’s final year of district service and who have the equivalent of at least twenty (20) years of full-time teaching service in this District, in the form of a payment into a premium-only HRA for Retirees. Employees who have been off of the District provided health insurance plan for any period of time during the five-year period prior to retirement will not be eligible for any early retirement benefit. The Board may, in its sole discretion, elect to waive this prohibition for an eligible employee who has gone back on District provided health insurance during the five year period if the reason for returning to

District provided coverage involves a qualifying event resulting in loss of other coverage due to reasons beyond the employee's control, such as death of a spouse, involuntary loss of employment leading to loss of coverage, divorce, or other special circumstances.

2. If an eligible employee switches from single to family insurance during final years of employment, the HRA retirement benefit would be pro-rated to a family HRA benefit based on the number of months in which the employee was enrolled on Family benefits.
3. If an eligible employee switches from family to single insurance during final 5 years of employment, the HRA retirement benefit would be pro-rated to a single HRA benefit based on the number of months in which the employee was on single benefits.
4. The Board of Education will annually determine the dollar amount of the early retirement benefit for that school year, taking into account factors such as length of service benchmarks, cost of single or family health insurance premiums, and availability of District revenue to fund the benefit. The Board will use the number of years until the retiring employee will reach eligibility for Medicare as a limiting factor in determining the amount of the payment into the HRA for the retiring employee. The District will provide employees with an annual notice at the start of each school year of the dollar amount of the benefit for eligible employees who elect to retire in that school year.
5. The eligible employee must submit the signed Resignation, Retirement and Waiver and Release Agreement to the District Administrator no later than January 31 of the employee's final school year.
6. The District will make the payment into the premium-only HRA on behalf of the retired employee, on either a lump sum basis or periodic basis, at the District's sole discretion.
7. Contributions into the HRA on behalf of eligible, participating employees shall vest 100% upon deposit.
8. The Board reserves the right to eliminate or modify this benefit at any time. To the extent that any provision of this section of the Employee Handbook is inconsistent with the provisions of any plan document establishing or describing the HRA plan, the plan document shall control.

HRA Benefit for Certified Employees Hired Between July 1, 2013 and July 1, 2014 or Who Opted In Prior to July 1, 2013.

1. Certified employees hired between July 1, 2013 and July 1, 2014 are eligible for a Board contribution into an HRA. Certified employees hired on or before June 30, 2013 who, prior to July 1, 2013, exercised the option of irrevocably waiving the Early Retirement benefit of paid health insurance are also eligible to receive a Board contribution into an HRA. Any eligible employee who elected to receive contributions into an HRA shall not receive a paid health insurance benefit at retirement.
2. The amount of the contribution into the HRA for eligible participating employees shall be set by the Board each year.

3. The Board reserves the right to eliminate or modify this benefit at any time. To the extent that any provision of this HRA Benefit section of the Employee Handbook is inconsistent with the provisions of any plan document establishing or describing the HRA plan, the plan document shall control.
4. Contributions into the HRA on behalf of eligible, participating employees shall vest on the following schedule:

Experience	% of Account Vested	Allowable Investment Changes
10 years	25%	25%
15 years	50%	50%
20 years	75%	75%
25+ years	100%	100%

Alternative-Benefit Plan

1. For employees who are eligible for family health or single and/or dental insurance and who are also covered by health and/or dental insurance through their spouse or other plan, the District shall provide an alternative Benefit Plan (hereafter ABP) as an alternative to family or single health and dental coverage. Employees eligible for the ABP may decline the family or single health insurance and instead elect a cash payment of \$4,500.00 per school year. Employees eligible for the ABP may decline the family or single dental insurance and instead elect a cash payment of \$500.00 per school year.
2. Amounts received as cash payment under the ABP shall be subject to all applicable payroll taxes, including FICA and Medicare. Alternate benefit payments will be paid to an employee twice a month. Alternate benefit payments are not subject to WRS.
3. Employees who are receiving a cash payment under the ABP may only drop the cash payment and enroll in the health and/or dental plan subject to the carrier’s late enrollment terms, time lines, and conditions for re-entry.
4. Cash payments under the ABP will be made to new employees electing the cash payment as follows: If the new employee’s first day of active service is on, or before the 15th of the month, a cash payment will be made for that month. If the new employee’s first day of active service is after the 15th of the month, no payment will be made for that month.
5. Current employees who elect to change to the cash payment may only terminate coverage for the health insurance effective the last day of any month, and begin participation in the cash payment effective the first payroll in which the next health and/or dental plan year begins and must enroll during the open enrollment period 30 days prior to the start of the plan year.

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 and dental insurance plan at the group rate in certain instances where coverage under the plan would otherwise end. Further information regarding continuation of insurance under COBRA is available from the human resources specialist.

Policy 532.3: Certified Staff Fringe Benefits

Policy 542.4: Classified Staff Benefits

Parkview Fitness Center Membership

All full and part-time employees, their spouse (and children over the age of 12 - with parent supervision) may use the Parkview Fitness Center free of charge. The fitness center is available for use during non-school hours and if it is not being used by a school team, class or club.

SECTION 15: ATHLETIC & ACTIVITY ASSIGNMENTS

Letter of Assignment

Employees shall assume responsibility for the supervision of the extra-curricular activities that are included in their letters of assignment. Such activities shall be governed according to the following guidelines:

1. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant.
2. The stipend for extra-curricular activities shall be specified in the letter of assignment.
3. The letter of assignment shall not be deemed a contract and individuals holding extra-curricular positions are at-will employees.

Policy 532.2: Certified Staff Compensation

Work Schedule

Extra-curricular assignments may occasionally occur during part of an employee's regular workday in his/her other position(s) with the District (e.g., as a teacher). In such cases, the employee shall consult with the supervisor of his/her regular assignment to determine the appropriate course of action.

Evaluation of Extra-Curricular Assignments

Individuals holding extra-curricular assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate. When determining the manner and frequency of evaluations, the supervisor may take into account such factors as (1) the individual's experience with the particular activity; (2) input received from participants, parents, and other stakeholders; (3) the extent to which an individual needs additional guidance or oversight; and (4) any other consideration that a supervisor, in his/her reasonable discretion, deems appropriate.

Extra Duty Assignments

1. Employees required, or volunteering to chaperone or supervise a school sponsored activity or perform an extra duty outside the regular workday will be paid \$8.00 per hour or minimum wage, whichever is higher. The number of hours per event will be determined by the event supervisor in advance and be approved by the principal or designee. If an event does not last as long as the agreed upon time, the employee will still be paid the agreed number of hours. If the event goes long, employees will be reimbursed by the quarter hour for any extra time.
2. Assignment of an extra-duty position cannot result in the employee moving into overtime status.
3. Principals shall make a fair distribution of these duties. If the number of volunteers for these duties is not adequate, teachers may be assigned, on a rotating basis, up to eight (8) extra

duties in a school year. Teachers will be assigned to events in their buildings, but may volunteer for an extra-duty assignment in any of the schools.

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-839-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



WISCONSIN FAMILY AND MEDICAL LEAVE ACT

Section 103.10, Wisconsin Statutes, requires that all employers with 50 or more employees display a copy of this poster in the workplace. Employers with 25 or more employees are required to post their particular leave policy.

Under state law all employers with 50 or more permanent employees must allow employees of either sex:

- ◆ Up to six (6) weeks leave in a calendar year for the birth or adoption of the employee's child, providing the leave begins within sixteen (16) weeks of the birth or placement of that child.
- ◆ Up to two (2) weeks of leave in a calendar year for the care of a child, spouse, domestic partner, as defined in § 40.02(21c) or 770.01(1) or parent or a parent of a domestic partner with a serious health condition.
- ◆ Up to two (2) weeks leave in a calendar year for the employee's own serious health condition.

This law only applies to an employee who has worked for the employer more than 52 consecutive weeks and for at least 1000 hours during that 52-week period. The law also requires that employees be allowed to substitute paid or unpaid leave provided by the employer for Wisconsin Family and Medical Leave. Employers may have leave policies, which are more generous than leaves required by the law.

A complaint concerning a denial of rights under this law must be filed within 30 days after the violation occurs or the employee should have reasonably known that the violation occurred, whichever is later.

For answers to questions about the law, a complete copy of the law, or to make a complaint about a denial of rights under the law contact:



**STATE OF WISCONSIN
DEPARTMENT OF WORKFORCE DEVELOPMENT
EQUAL RIGHTS DIVISION**



201 E WASHINGTON AVE, ROOM A100
PO BOX 8928
MADISON WI 53708

Telephone: (608) 266-6860
TTY: (608) 264-8752

819 N 6TH ST
ROOM 723
MILWAUKEE WI 53203

Telephone: (414) 227-4384
TTY: (414) 227-4081

Website: <http://dwd.wisconsin.gov/er/>

The Department of Workforce Development is an equal opportunity employer and service provider. If you have a disability and need to access this information in an alternate format or need it translated to another language, please contact us.