

EMPLOYEE HANDBOOK

Adopted: 3-23-2013
Reviewed/Revised: 8-18-2014, 8-17-2015, 5-17-2016,
5-15-2017, 6-18-2018, 8-19-2019, 6-15-2020,
10-18-2021; 6-21-2022; 7-17-2023; 9-16-2024,
8/18/2025

**PHILLIPS SCHOOL DISTRICT
EMPLOYEE HANDBOOK**

TABLE OF CONTENTS (Policy Numbers)

SECTION 1: PURPOSE OF HANDBOOK AND ORGANIZATIONAL STRUCTURE

- 1.1** Purpose of Handbook
- 1.2** Mission of Our District (2105)
- 1.3** Board Powers (0122)
- 1.4** The Role of Management
- 1.5** Board Staff Relations (3112/4112)

SECTION 2: PERSONNEL

- 2.1** Working Together
 - 2.1.1** Nondiscrimination and Equal Opportunity Employment (3122/4122)
 - 2.1.2** Employee Anti-Harassment (3362/4362)
 - 2.1.3** Employment of Personnel (3120/4120)
 - 2.1.4** Staff Physical Examinations (3160/4160)
 - 2.1.5** Drug-Free Workplace (4122.01)
 - 2.1.6** Use of Tobacco and Nicotine by Staff (3215/4215)
 - 2.1.7** Ethics and Conflict of Interest (3230/4230)
 - 2.1.8** Gifts, Grants, and Bequests (7230)
 - 2.1.9** Purchasing Card (6424)
- 2.2** Technology and Communications
 - 2.2.1** Staff Technology Acceptable Use and Safety (7540.04)
 - 2.2.2** Relations with Non-School Affiliated Groups (9700)
 - 2.2.3** Outside Activities of Professional Staff (3231/4231)
- 2.3** Safety, Staff Health and Mandatory Reporting
 - 2.3.1** School Safety (8420)
 - 2.3.2** Video Surveillance and Electronic Monitoring (7440.01)
 - 2.3.3** Control of Blood Borne Pathogens (8453.01)
 - 2.3.4** Weapons (7217)
 - 2.3.5** Child Abuse and Neglect (8462)

SECTION 3: GENERAL POLICIES

- 3.1** Workplace Policies-General
 - 3.1.1** Emergency Closings
 - 3.1.2** Hours of Work/Work Schedules/Calendar
 - 3.1.3** Job Transfers & Promotions
 - 3.1.4** Job Vacancies & Posting
 - 3.1.5** Reduction in Staff (3131)
 - 3.1.6** Payroll

- 3.1.7 Staff Evaluation and Educator Effectiveness (3220/4220)
- 3.1.8 Personnel Files
- 3.1.9 Support Staff Supervision
- 3.2 Discipline
- 3.3 Non-Renewal, Resignation, and Termination (3140)
 - 3.3.1 Liquidated Damages
 - 3.3.2 Standard for NonRenewal for Teachers
 - 3.3.3 Standard for Teacher Discipline and Termination
 - 3.3.4 Standard for Other Employee Discipline and Termination
- 3.4 Grievance Procedure

SECTION 4: EMPLOYEE BENEFITS-APPLICABLE TO ALL EMPLOYEES

- 4.1 Fringe Benefits
- 4.2 Jury Duty-Wage Payment
- 4.3 403(b) Tax Sheltered Annuity Plan
- 4.4 Employee Assistance Program
- 4.5 Family & Medical Leave Absence (FMLA) (3430.01)
- 4.6 Medical & Dental Insurance
- 4.7 Disability Insurance
- 4.8 Life Insurance
- 4.9 Employee Trust Funds (ETF)/Wisconsin Retirement System (WRS)
- 4.10 Paid Leave Provisions
 - 4.10.1 Paid Time Off
 - 4.10.2 Bereavement
 - 4.10.3 Medical Leave of Absence
 - 4.10.4 Severance/Paid Leave Payout
- 4.11 Unpaid Leave Provision

SECTION 5: EMPLOYEE BENEFITS-PROFESSIONAL STAFF

- 5.1 Certified Personnel
 - 5.1.1. Qualifications
 - 5.1.2. Appointment
 - 5.1.3. Assignment or Transfer
- 5.2 Employment of Substitutes (3120.04)

SECTION 6: EMPLOYEE BENEFITS-SUPPORT STAFF

- 6.1 Fringe Benefits
- 6.2 Paid Vacations
- 6.3 Paid Holidays
- 6.4 Fair Labor Standards Act (FLSA) (6700)
- 6.5 Support Staff Recruiting/Hiring

6.6 Substitute/Part-time Support Staff/Paraprofessional Employment

SECTION 7: COMPENSATION

7.1 Retirement

7.1.1. Early Retirement-Certified Personnel

7.1.2. Sick Leave Conversion

7.2 Wages

7.2.1 Certified Personnel

7.2.2 Support Staff Personnel

APPENDIX A: School Organizational Chart

APPENDIX B: Salary Schedules

SECTION 1 PURPOSE OF HANDBOOK AND ORGANIZATIONAL STRUCTURE

1.1 PURPOSE OF HANDBOOK

Each of you is a valued staff member and has an integral part in accomplishing our mission of the School District of Phillips. To help guide our working relationship, this Handbook is being provided as a method of communicating general District information, rules and regulations. Its purpose is to familiarize employees with the personnel policies of the School District.

The provisions set forth in this Handbook supersede all prior personnel policies and procedures, whether written or established by past practice. Because this Employee Handbook is based on Board of Education policies and procedures, federal and state mandated policies and procedures, and present employee fringe benefit programs which are all subject to change, this manual is also subject to change. The Board of Education reserves the right to revise, add, subtract, correct, delete or update any part or all of the materials in this Handbook. Any changes made in this Handbook will be brought to the attention of all employees by: employee meetings, posting of the change on the employee bulletin board, email, or corrections in the Employee Handbook itself.

Pursuant to Wis. Stat. § 118.21, the School Board shall contract in writing with teachers. Please note that nothing contained in this Handbook is to be construed by any employee as establishing, or modifying such teacher contract. Furthermore, nothing herein shall be construed as a guarantee of continued employment nor as a guarantee of any benefits or conditions of employment.

1.2 MISSION OF THE DISTRICT (Policy 2105 © Neola 2012)

The mission of the School District of Phillips is to provide an appropriate educational program and learning environment which will effectively:

- A. MEET THE EDUCATIONAL NEEDS OF ITS STUDENTS;
- B. HELP ITS STUDENTS ACCOMPLISH EDUCATIONAL GOALS WHICH ARE:
 - 1. SIGNIFICANT,
 - 2. DURABLE,
 - 3. TRANSFERABLE.

Explanation of Key Words and Phrases

The following explanations are provided in order to facilitate a common understanding of the Mission Statement:

.....appropriate educational program

School District of Phillips

The program will encompass those classroom, co-curricular, and extra-curricular activities specially designed for students whose needs are met through:

- A. special education,
- B. vocational education,
- C. academic education.

....appropriate learning environment

Facilities and grounds which are conducive to acquiring knowledge, attitudes, and skills because students and staff are physically and psychologically safe and focused on accomplishing clearly-defined objectives and goals.

....meet the educational needs

Such needs consist of those learnings that each person must have to function as a responsible, productive member of society and to make it possible for the person to realize personal goals.

....students

Students are those who are enrolled in a regular program offered by the District.

....goals which are significant, durable, and transferable

A **significant** educational goal is one in which the knowledge, skills, and/or attitudes that are acquired will affect how a person will live his/her life.

A **durable** educational goal is one in which the knowledge, skills, and/or attitudes that are acquired will be useful for much, if not all, of a person's lifetime.

A **transferable** educational goal is one in which the knowledge, skills, and/or attitudes that are acquired can be applied directly to another educational program, to the world of work, and/or to one's personal life.

1.3 BOARD POWERS (Policy 0122 © Neola 2023)

The power of this Board extends to those matters expressly or implicitly granted by the constitution, statute, local charter or ordinance, or other law, including the power to do all things reasonable to promote the cause of education unless prohibited by Federal or State law.

The Board shall also authorize the development and promulgation of rules and guidelines by the District Administrator for the proper operation and management of the District, including the conduct of students while in school, at school functions, en route on school buses, or otherwise under the supervision of school authorities.

1.4 THE ROLE OF MANAGEMENT

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

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

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

1.5 BOARD STAFF RELATIONS (Policy 3112/4112 © Neola 2020)

The Board has a legitimate interest in maintaining order and facilitating the efficient resolution of concerns by directing that employee communications to the Board move initially through the chain of command to the District Administrator. Employees are expected to follow the established chain of communication as described in this policy. Failure to do so may result in employee discipline.

SECTION 2 PERSONNEL

2.1 WORKING TOGETHER

2.1.1 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT (Policy 3122/4122 © Neola 2021)

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

Notice of the Board's policy on nondiscrimination and the identity of the School District's Compliance Officer(s) (see below) will be published on the District's website, posted throughout the District, and included in the District's recruitment statements or general information publications.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the District office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Military status: refers to a person's status in the uniformed services, which includes the performance of duty on a voluntary or involuntary basis, in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, and performance of duty or training by a member of Indiana organized militia. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any duty listed above.

Respondent: is the individual who has been alleged to have engaged in discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community: means students and Board employees (i.e., administrators, and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties: include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

District Compliance Officers

The Board designates the following individuals to serve as the District's Compliance Officers (also known as Civil Rights Coordinators; hereinafter referred to as the COs).

Katherine Peterson
Director of Pupil Service
715-339-2419
990 Flambeau Avenue
Phillips, WI 54555
kpeterson@phillips.k12.wi.us

Vince Ross
MS/HS Principal
715-339-2141
990 Flambeau Avenue
Phillips, WI 54555
vross@phillips.k12.wi.us

The names, titles, and contact information of these individuals will be published annually:

- A. on the School District's website.
- B. in the staff handbooks.

The COs are responsible for coordinating the District's efforts to comply with the applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation, or denial of equal access. The COs shall also verify that proper notice of nondiscrimination has been provided for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination in Employment Act of 1975, and the Genetic Information Nondiscrimination Act (GINA) to students, their

parents, staff members, and the general public. A copy of each of the Acts and regulations on which this notice is available upon request from the CO.

Reports and Complaints of Discrimination and Retaliation

Employees are required to report incidents of discrimination and/or retaliation to an administrator, supervisor, or other supervisory employees so that the Board may address the conduct. Any administrator, supervisor, or other supervisory employees who receive such a report shall provide it to the CO within two (2) days.

Discrimination against an individual based on their sex (including gender status, sexual orientation, and gender identity) is discrimination in violation of Title VII. Specifically, discrimination on the basis of sex stereotyping/gender-nonconformity constitutes sex discrimination. This is true irrespective of the cause of the person's gender non-conforming behavior. Employment actions based upon an individual's sex could be suspect and potentially impermissible.

COs are required to investigate allegations of conduct involving the discrimination or harassment of an employee or applicant based upon his/her gender status, sexual orientation, and gender identity.

Any questions concerning whether alleged conduct might violate this prohibition should be brought to the CO's attention promptly.

Employees who believe they have been discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint will not adversely affect the Complainant's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to discrimination/retaliation. COs shall accept reports of discrimination/retaliation directly from any member of the School District community or a Third Party, or receive reports that are initially filed with another Board employee. Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the District Administrator will designate a specific individual to conduct the process necessary for an informal or formal investigation.

The CO will provide a copy of this policy to the Complainant and the Respondent. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) days. Additionally, any Board employee who observes an act of discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the employee should notify immediately other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the Complainant within two (2) days to advise the Complainant of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to discrimination or retaliation may seek resolution of the complaint through the procedures described below. The complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the complaint process begins, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of discrimination or retaliation with the United States Department of Education Office for Civil Rights (OCR), the Wisconsin Equal Rights Division, or the Equal Employment Opportunity Commission (EEOC).

Complaint Procedure

A Complainant who alleges discrimination/retaliation may file a complaint, either orally or in writing: 1) with a Principal; 2) the CO; or 3) to the District Administrator or other supervisory employees. Any complaint received regarding the District Administrator or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who shall coordinate with the other appointed/designated CO, or if appropriate, appoint/designate another individual to serve as CO for the complaint regarding a CO.

Due to the sensitivity surrounding complaints of discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a Principal,

District Administrator, or other supervisory employees, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

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

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

Upon receiving a complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions are deemed appropriate in consultation with the District Administrator.

Within two (2) days of receiving the complaint, the CO will initiate an investigation to determine whether the Complainant has been subjected to discrimination/retaliation.

Simultaneously, the CO will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including this Policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) days.

Investigations shall be completed promptly. What constitutes promptness will depend on the complexity of the issues, the number of incidents or factual elements, the number of witnesses and documents to be consulted, and the availability of witnesses and other evidence. The CO shall keep the complainant reasonably informed of the investigation's progress.

The investigation will include:

- A. interview(s) with the Complainant;

- B. interview(s) with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO or designee shall prepare and deliver a written report to the District Administrator that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in harassment/retaliation of the Complainant. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used.

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

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

Absent extenuating circumstances, within five (5) days of receiving the report of the CO or designee, the District Administrator either must issue a written decision regarding whether the charges have been substantiated or request further investigation. A summary of the District Administrator's final written decision will be provided to both the Complainant and the Respondent.

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days, or as quickly as possible if additional time is necessary due to the availability of necessary witness(es) or documents. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above.

If the District Administrator determines the Respondent engaged in discrimination/retaliation toward the Complainant, the District Administrator must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, effective, and tailored to the specific situation.

A Complainant or Respondent who is dissatisfied with the final decision of the District Administrator may appeal through a signed written statement to the Board within five (5) business days of the party's receipt of the District Administrator's final decision. The written statement of appeal must be submitted to the District Administrator, who will forward the request to the Board President.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) days of its decision. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of discrimination/retaliation regardless of whether the Complainant pursues the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

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

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

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Respondents must be provided an opportunity to meaningfully respond to allegations, which may include disclosure of the Complainant's identity.

During the course of an investigation, the CO will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided during the course of the investigation.

Remedial Action and Monitoring

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to counseling services, reinstatement of leave taken due to the discrimination or other appropriate action.

The Board may appoint an individual, who may be an employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly.

Sanctions and Disciplinary Action

The Board shall vigorously enforce its prohibitions against discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law.

When imposing discipline, the District Administrator shall consider the totality of the circumstances involved in the matter. In those cases where discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies and/or the Employee Handbook.

Where the Board becomes aware that a prior disciplinary action has been taken against the Respondent, all subsequent sanctions imposed by the Board and/or District Administrator shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging discrimination/retaliation, or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of discriminatory practices. The District Administrator shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and received as part of an investigation, which may include, but are not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;
- G. e-mails, texts, or social media posts pertaining to the investigation;
- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the

policies and procedures prohibiting discrimination or harassment;

- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- N. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);
- O. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- P. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

2.1.2 EMPLOYEE ANTI-HARASSMENT (Policy 3362/4362 © Neola 2021)

Prohibited Harassment

The Board is committed to a work environment that is free of harassment of any form. The Board will not tolerate any form of harassment and will take all necessary and appropriate action to eliminate it. Any member of the School District community who violates this policy will be subject to disciplinary action, up to and including termination of employment. Additionally, appropriate action will be taken to stop and otherwise deal with any third party who engages in harassment against our employees.

The Board will vigorously enforce its prohibition against harassment based on race, color, national origin, age, sex (including gender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters (collectively, Protected Classes), or any other characteristic protected by law in its employment practices (hereinafter referred to as harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board prohibits harassment that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, employee-to-student, male-to-female, female-to-male, male-to-male, or female-to-female.

The Board will investigate all allegations of harassment and, in those cases where harassment is substantiated, take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects.

Individuals who are found to have engaged in harassment will be subject to appropriate disciplinary action.

Notice

Notice of the Board's policy on anti-harassment related to employment practices and the identity of the District's Compliance Officers will be posted throughout the District and published in any District statement regarding the availability of employment, staff handbooks, and general information publications of the District as required by Federal and State law and this policy.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant: is the individual who alleges, or is alleged, to have been subjected to harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Day(s): Unless expressly stated otherwise, the term “day” or “days” as used in this policy means business day(s) (i.e., a day(s) that the District office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Respondent: is the individual who has been alleged to have engaged in harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community: means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties: include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Bullying

Bullying rises to the level of harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;

- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

“Harassment” also includes “hate speech”—the use of language, behavior, or images/symbols that express prejudice against a particular group or groups on the basis of any protected characteristic(s).

Examples are:

- A. making statements that promote violence toward a racial or ethnic group;
- B. drawing, displaying, or posting images or symbols of prejudice (e.g., swastikas).

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitutes sexual harassment when:

- A. a supervisory employee engages in harassing behavior towards a subordinate employee, regardless of whether such conduct creates a hostile work environment;
- B. acquiescence in or submission to such conduct is an explicit or implicit term or condition of employment;
- C. an individual's acquiescence in, submission to, or rejection of such conduct becomes the basis for employment decisions affecting that individual;
- D. such conduct is sufficiently severe, pervasive, and persistent such that it has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment;
- E. consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism results in an adverse employment action for another employee or otherwise creates a hostile work environment;
- F. inappropriate boundary invasions by a District employee or other adult member of the District into a student's personal space and personal life.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, i.e., sexual harassment prohibited by Title IX, is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266- Nondiscrimination on the Basis of Sex in Education Programs or Activities.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. unwelcome sexual propositions, invitations, solicitations, and flirtations;
- B. unwanted physical and/or sexual contact;
- C. threats or insinuations that a person's employment, wages, promotion, assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances;
- D. unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, text messages, or social media postings;
- E. sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work environment that reasonably may embarrass or offend individuals;
- F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;
- G. asking or telling about sexual fantasies, sexual preferences, or sexual activities;
- H. speculation about a person's sexual activities or sexual history or remarks about one's own sexual activities or sexual history;
- I. giving unwelcome personal gifts, such as lingerie, that suggest the desire for a romantic relationship;
- J. leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin;
- K. consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where

such favoritism adversely affects other employees or otherwise creates a hostile work environment;

- L. inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life; and
- M. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Sexual relationships between staff members, where one staff member has supervisory responsibilities over the other, are discouraged as a matter of Board policy. Such relationships have an inherent possibility of being construed as sexual harassment because the consensual aspect of the relationship may be the result of implicit or explicit duress caused by uncertainty regarding the consequences of non-compliance.

Romantic or sexual relationships between District staff (teachers, aides, administrators, coaches or other school authorities) and a student is expressly prohibited. Any school staff member who engages in sexual conduct with a student may also be guilty of a crime and any information regarding such instances will be reported to law enforcement authorities.

Boundary Invasions

Boundary invasions may be appropriate or inappropriate. Appropriate boundary invasions make medical or educational sense. For example, a teacher or aide assisting a kindergartner after a toileting accident or a coach touching a student during wrestling or football can be appropriate. However other behaviors might be going too far, are inappropriate and may be signs of sexual grooming.

Inappropriate boundary invasions may include, but are not limited to the following:

- A. hugging, kissing, or other physical contact with a student;
- B. telling sexual jokes to students;
- C. engaging in talk containing sexual innuendo or banter with students;
- D. talking about sexual topics that are not related to curriculum;
- E. showing pornography to a student;
- F. taking an undue interest in a student (i.e. having a special friend or a special relationship);

- G. initiating or extending contact with students beyond the school day for personal purposes;
- H. using e-mail, text messaging, or websites to discuss personal topics or interests with students;
- I. giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval;
- J. invading a student's privacy (e.g. walking in on the student in the bathroom, locker-room, asking about bra sizes or previous sexual experiences);
- K. going to a student's home for non-educational purposes;
- L. inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of student);
- M. giving gifts or money to a student for no legitimate educational purpose;
- N. accepting gifts or money from a student for no legitimate educational purpose;
- O. being overly touchy with students;
- P. favoring certain students by inviting them to come to the classroom at non-class times;
- Q. getting a student out of class to visit with the staff member;
- R. providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so;
- S. talking to a student about problems that would normally be discussed with adults (i.e. marital issues);
- T. being alone with a student behind closed doors without a legitimate educational purpose;
- U. telling a student secrets and having secrets with a student;
- V. other similar activities or behavior.

Inappropriate boundary invasions are prohibited and must be reported promptly to one of the District Compliance Officers, as designated in this policy, the Building Principal or the District Administrator.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Age Harassment

Prohibited age based harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's age, being over age forty (40), and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment.

Race/Color Harassment

Prohibited race/color based harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race and/or color and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references regarding racial customs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability, perceived disability, or record of disability, and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is

directed at the characteristics of a person's current or past disability or a perceived condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)" or CO or COs):

Katherine Peterson
Director of Pupil Service
715-339-2419
990 Flambeau Avenue
Phillips, WI 54555
kpeterson@phillips.k12.wi.us

The names, titles, and contact information of these individuals will be published annually:

- A. on the School District's website.
- B. in the parent and staff handbooks.

The Compliance Officer(s) are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

Reports and Complaints of Harassing Conduct

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about unwelcome conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept reports of harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the District Administrator will designate a specific individual to conduct the process necessary

for an informal or formal investigation. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the District Administrator or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes harassment is obligated, in accordance with this policy, to report such observations to the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer(s) or designee must contact the Complainant, if age eighteen (18) or older, or Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Members of the School District community along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment unless the complaining individual makes the complaint maliciously or with the knowledge that it is false.

Reporting procedures are as follows:

- A. Any employee who believes s/he has been the victim of harassment prohibited under this policy is encouraged to report the alleged harassment to the appropriate school official as identified in D below.
- B. Teachers, administrators, and other District officials who have knowledge of or receive notice that an employee has or may have been the victim of harassment prohibited under this policy shall immediately report the alleged harassment to the appropriate school official as defined in D below.
- C. Any other person with knowledge or belief that an employee has or may have been the victim of harassment prohibited by this policy shall be encouraged to

immediately report the alleged acts to an appropriate school official as identified in D below.

D. Appropriate District officials are as follows:

1. Any complaint under this policy shall be reported to the District's Compliance Officer unless the complaint is regarding the Compliance Officer. In such cases, the complaints shall be reported to the District Administrator, who shall coordinate with the other appointed/designated CO, or, if appropriate appoint/designate another individual to serve as CO for the complaint regarding a CO.
2. Any complaint under this policy regarding the District Administrator or Board member that is received by the District Compliance Officer shall be referred to the Board's legal counsel, who shall assume the role of the District Compliance Officer for such complaints.

E. The reporting party or complainant shall be encouraged to use a report form available from the Principal of each building or available from the District office, but oral reports shall be considered complaints as well. Use of formal reporting forms shall not be mandated. However, all oral complaints shall be reduced to writing. Further, nothing in this policy shall prevent any person from reporting harassment directly to the District Administrator or other supervisory employee.

F. To provide individuals with options for reporting harassment to an individual of the gender with which they feel most comfortable, the District shall designate both a male and a female District Compliance Officer.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to the Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 3362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

A CO will be available during regular school/work hours to discuss concerns related to harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about unwelcome conduct.

The COs are assigned to accept complaints of harassment directly from any member of the School District community or a visitor to the District or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a CO will begin either an investigation or the CO will designate a specific individual to conduct such a process. The CO will prepare recommendations or will oversee the preparation of such recommendations. All members of the School District community should report incidents of harassment that are reported to them to the CO within two (2) days of learning of the incident.

Investigation and Complaint Procedure

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party (e.g., visitor to the District) who believes that they have been subjected to harassment or has witnessed harassment of another may seek resolution of the complaint through the procedures described below. The complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of harassment or retaliation with the United States Department of Education Office for Civil Rights, the Wisconsin Equal Rights Division and/or Equal Employment Opportunity Commission (EEOC). The Chicago Office of the OCR can be reached at John C. Kluczynski Federal Building, 230 S. Dearborn Street, 37th Floor, Chicago, IL 60604; Telephone: 312-730-1560; FAX: 312-730-1576; TDD: 800-877-8339; Email: OCR.Chicago@ed.gov; Web: <http://www.ed.gov/ocr>.

Complaint Procedure

A Complainant who alleges harassment based on a protected class or retaliation may file a complaint, either orally or in writing: 1) with a Principal; 2) directly to one of the COs; or 3) to the District Administrator or other supervisory employee. As noted above, any complaint received regarding the District Administrator or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who will consult with the other CO, if any, or if necessary appoint/designate another individual to serve as CO for the complaint regarding a CO.

Due to the sensitivity surrounding complaints of harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a Principal, District Administrator, or other supervisory employee, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) days.

Throughout the course of the process as described herein, the CO should keep the parties informed of the status of the investigation and the decision-making process.

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

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

Upon receiving a complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions deemed appropriate in consultation with the District Administrator. No temporary arrangements shall be disciplinary to either the Complainant or Respondent.

Within two (2) days of receiving a complaint, the CO will inform the Respondent that a complaint has been received.

The Respondent is not entitled to receive a copy of any written complaint unless the CO determines it is appropriate to do so; however, the Respondent will be informed about the nature of the allegations. The CO shall inform the Respondent of the requirements of this policy, which may include providing the Respondent with a copy of this policy or information about where to find it. The Respondent shall be afforded the opportunity to submit a written response to the complaint. The CO shall inform the Respondent of the Respondent's deadline to provide the CO with the written response to the allegations in the complaint.

Within two (2) days of receiving the complaint, the CO will initiate an investigation by at a minimum confirming receipt of the complaint with the Complainant and informing the Complainant of the investigation process.

Investigations shall be completed promptly. What constitutes promptness will depend on the complexity of the issues, the number of incidents or factual elements, the number of witnesses and documents to be consulted, and the availability of witnesses and other evidence. The CO shall keep the complainant reasonably informed of the investigation's progress.

The investigation will include:

- A. interview(s) with the Complainant;
- B. interview(s) with the Respondent;
- C. interviews with any other witnesses who reasonably may be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO or designee shall prepare and deliver a written report to the District Administrator that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of harassment as provided in this policy and State and Federal law as to whether the Respondent engaged in harassment of or retaliation toward the Complainant. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used.

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

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

Absent extenuating circumstances, within five (5) days of receiving the report of the CO, the District Administrator must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further

investigation. A copy of the District Administrator's final decision will be delivered to both the complainant and the respondent.

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above.

If the District Administrator determines the Respondent engaged in harassment or retaliation toward the Complainant, the District Administrator must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the harassment or retaliation. The corrective action should be reasonable, timely, age-appropriate, effective, and tailored to the specific situation.

The decision of the District Administrator shall be final. If the investigation results in disciplinary action, the employee subject to discipline is entitled to file a grievance pursuant to Board Policy 3340. Nothing in this policy shall be construed to prevent an employee from bringing a complaint before the Equal Employment Opportunity Commission or the Wisconsin Equal Rights Division.

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

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

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

All timelines pertinent to the investigation process are intended to be guidelines to assure that the investigation proceeds with all deliberate efficiency. Failure of the CO to meet any specific timeline does not invalidate the investigation or provide a defense to the allegations.

Privacy/Confidentiality

The District will employ reasonable efforts to protect the rights of the Complainant, the Respondent(s), and all the witnesses as much as possible, consistent with the

Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligation in an investigation of harassment. The School District will respect the privacy of the Complainant, the Respondent, and all witnesses in a manner consistent with the School District's legal obligations under State and Federal law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided with the Complainant's identity.

During the course of an investigation, the CO will determine whether confidentiality during the investigation process is necessary to protect the interests and reputations of those involved and/or to protect the integrity of the investigation, and if so, shall instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

Directives During Investigation

The CO may recommend to the District Administrator placing any employee involved in an investigation under this policy on administrative leave pending resolution of the matter. If the District Administrator is the Respondent, the CO shall make such recommendation to the Board. Administrative leave may be appropriate in situations in which protecting the safety of any individual or the integrity of the investigation necessitates such action.

The CO shall determine whether any witnesses in the course of an investigation should be provided a Garrity warning apprising the person of his/her obligations to answer questions truthfully and honestly while preserving rights against self-incrimination in the context of any resulting criminal investigation or prosecution.

Every employee interviewed in the course of an investigation is required to provide truthful responses to all questions. Failure to do so may result in disciplinary action.

Remedial Action and Monitoring

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to counseling services, reinstatement of leave taken due to the discrimination, or other appropriate action.

The Board may appoint an individual, who may be a District employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly.

Sanctions and Disciplinary Action

The Board shall vigorously enforce its prohibitions against harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable law.

When imposing discipline, the District Administrator shall consider the totality of the circumstances. In those cases where harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

Where the Board becomes aware that a prior disciplinary action has been taken against a Respondent, all subsequent sanctions imposed by the Board and/or District Administrator shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Allegations Constituting Criminal Conduct

If the CO has reason to believe that the complainant has been the victim of criminal conduct, such knowledge should be reported to local law enforcement. After such report has been made, the District Administrator shall be advised that local law enforcement was notified.

If the complainant has been the victim of criminal conduct and the accused is the District Administrator, such knowledge should be reported by the CO to local law enforcement. After such report has been made, the Board President shall be advised that local law enforcement was notified.

Any reports made to local law enforcement shall not terminate the COs obligation and responsibility to continue to investigate a complaint of harassment. While the COs may work cooperatively with outside agencies to conduct concurrent investigations, the harassment investigation shall not be stopped due to the involvement of outside agencies without good cause after consultation with the District Administrator.

Reprisal

Submission of a good faith complaint or report of harassment will not affect the complainant's or reporter's work status or work environment. However, the Board also recognizes that false or fraudulent claims of harassment or false or fraudulent information about such claims may be filed. The Board reserves the right to discipline any person filing a false or fraudulent claim of harassment or false or fraudulent information about such a claim.

The District will discipline or take appropriate action against any member of the School District community who retaliates against any person who reports an incident of harassment prohibited by this policy or participates in a proceeding, investigation, or hearing relating to such harassment. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

Miscellaneous

The District shall conspicuously post a notice including this policy against harassment in each school in a place accessible to the School District community and members of the public. This notice shall also include the name, mailing address, and telephone number of the COs, the name, mailing address, and telephone number of the State agency responsible for investigating allegations of discrimination in employment, and the mailing address and telephone number of the United States Equal Opportunity Employment Commission.

A summary of this policy and any related guidelines shall appear in the employee handbook and a copy shall be made available upon request of employees and other interested parties.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of harassment. The District Administrator shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District staff at such times as the Board in consultation with the District Administrator determines is necessary or appropriate.

The Board will respect the privacy of the complainant, the individuals against whom the complaint is filed, and the witnesses as much as practicable, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery, disclosure, or other legal obligations.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but are not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;
- G. e-mails, texts, or social media posts pertaining to the investigation;
- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any supportive measures offered and/or provided to Complainant and/or the Respondent, including no contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.
- N. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
- O. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- P. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

2.1.3 EMPLOYMENT OF PERSONNEL (Policy 3120/4120 © Neola 2021)

The Board recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with highly-qualified and competent personnel.

All employees other than the District Administrator or support staff members (Policy 0100 – Definitions) are considered professional employees.

The Board shall approve the employment, and also fix the compensation, and establish the term of employment for each professional staff member employed by this District. Teachers may only be employed by contract, and full-time teachers may only be employed following a majority vote of the full membership of the Board or as required or permitted by law. The Board shall approve the employment of any employee required by law to be employed only following the majority vote of the full membership of the Board.

Such approval shall be given only to those candidates for employment recommended by the District Administrator.

When any recommended candidate has been rejected by the Board, the District Administrator shall make a substitute recommendation.

All applications for employment shall be referred to the District Administrator.

Relatives of staff members may be employed by the Board, however, arrangements should be made so that the staff member being employed is not placed in a position in which s/he would be supervised directly by, or supervise directly, the relative staff member.

2.1.4 STAFF PHYSICAL EXAMINATIONS (Policy 3160/4160 © Neola 2021)

The Board requires any candidate who has been offered employment in a position that involves contact with children or the preparation of food for children, as a condition of employment, to submit to an examination, including a tuberculosis screening questionnaire. Additional testing may be required to assure freedom from tuberculosis in communicable form.

No physical examination may be required of any employee who has filed an affidavit with the District Administrator requesting such exemption on the basis that the employee relies exclusively on prayer or spiritual healing in accordance with the teaching of a bona fide religious sect, denomination, or organization and that the employee is to the best of his or her knowledge and belief in good health. An employee exempt from the physical examination requirement may still be required to submit to an examination if there is reason to believe the employee may have an illness that is detrimental to the health of students. Such examination shall be only to the extent sufficient to determine whether the employee suffers from such illness.

The District Administrator may establish additional physical examination requirements for positions requiring particular demands or as may otherwise be required by law. Any fitness for duty examination shall be job related and out of necessity for safe and proper performance of job duties.

Freedom from tuberculosis in a communicable form is a condition of employment.

Employees will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act in order to allow the report of the medical examination to be released to the Board/District Administrator and to allow the District Administrator to speak to the health care provider who conducted the medical examination in order to get clarification.

Reports of all such examinations or evaluations shall be delivered to the District Administrator, who shall protect their confidentiality. Reports will be discussed with the employee or candidate. In compliance with the Genetic Information Nondiscrimination Act (GINA) and Board Policy 3122.02, the successful candidate who is required to submit to a medical examination, as well as the health care provider that is designated by the Board to conduct the examination, are directed not to collect genetic information or provide any genetic information, including the candidate's family medical history, in the report of the medical examination.

Employees will be notified of the results of the medical examination upon receipt. Any and all reports of such examination will be maintained in a separate confidential personnel file in accordance with the Americans with Disabilities Act, as amended (ADA) and the Genetic Information Nondiscrimination Act (GINA).

The results of any physical examination conducted in the course of the employment process shall be solely for the purpose of determining employment eligibility or as may otherwise be required by law. Consideration of physical information in employment shall be consistent with the Americans with Disabilities Act (ADA) as amended and the Wisconsin Fair Employment Act (WFEA).

The Board shall assume any fees for required examinations.

2.1.5 DRUG-FREE WORKPLACE (Policy 4122.01 © Neola 2021)

The Board believes that quality education is not possible in an environment affected by the use of illegal drugs and alcohol as well as the abuse of prescription drugs. It will seek, therefore, to establish and maintain a drug-free workplace.

Prohibited Acts

The Board prohibits any member of the District's staff from any of the following at any time while on or in District property or while performing duties at a District-related

activity or event:

- A. manufacturing, possessing, using, distributing, dispensing, or being under the influence of any controlled substance or alcohol;
- B. using, distributing, or possessing drug paraphernalia; or
- C. unlawfully possessing, using, distributing, dispensing, or abusing a prescribed or over-the-counter medication.

Permitted Acts

Staff members who use or possess a prescription drug that has been lawfully prescribed to the staff member according to Wisconsin and Federal law, and take the prescription in accordance with the prescribed dosage, shall not be deemed to be in violation of this policy. Staff members who use or possess over-the-counter medications and take them in accordance with the recommended dosage, shall not be deemed to be in violation of this policy. Wherever possible, a staff member should take prescribed and/or over-the-counter medications at home and not bring them to school. Where that cannot be accomplished, any staff member in possession of prescribed and/or over-the-counter medications while at school is responsible for taking appropriate precautions to assure that the drugs remain in the staff member's possession at all times and are taken in private, out of the view of students.

Each staff handbook will include a summary of the standards regarding unlawful possession, use, or distribution of illicit drugs and alcohol by staff; furthermore, staff members shall be informed that compliance with this requirement is mandatory. The use of marijuana and/or products containing tetrahydrocannabinols (THC), other than products expressly excluded from the definition of a schedule drug (hemp-derived CBD oil, etc.), is still prohibited under Wisconsin law and Board policy. Use of such products even in states which have passed state laws permitting usage is still unlawful under Federal law and Wisconsin law and is not an exception to the drug-free workplace policy. CBD products are prohibited on District grounds and at school events.

Reasonable Suspicion Testing

Staff members shall be required to undergo alcohol and/or drug testing at any time the District has reasonable suspicion to believe that the staff member may have violated this policy.

Disciplinary Action

Any staff member who violates this policy shall be subject to disciplinary action, up to and including termination from District employment in accordance with the Employee Handbook and District policies. In addition to disciplinary action, the District may, at its discretion, refer the staff member to drug and alcohol counseling or to employee

assistance or rehabilitation programs and/or may refer the matter to law enforcement.

The District Administrator shall establish whatever programs and procedures are necessary to meet the Federal certification requirements under the Drug-Free Workplace Act of 1988 and shall provide these to staff. Nothing in this policy shall prohibit the District Administrator from evaluating a staff member's fitness for duty pursuant to Policy 4161 - Unrequested Leaves of Absence/Fitness for Duty.

Use of Resources for Treatment

The District makes available resources to assist staff members in overcoming substance abuse. However, the decision to seek diagnosis and accept treatment for substance abuse is primarily the individual staff member's responsibility. Any costs associated with treatment in excess of those costs covered by the staff member's medical insurance plan shall be borne by the individual.

2.1.6 USE OF TOBACCO AND NICOTINE BY STAFF (Policy 3215/4215

© Neola 2023)

The Board recognizes that the use of tobacco products, as well as other nicotine delivery systems, such as electronic smoking devices, are a health, safety, and environmental hazard for students, staff, visitors, and school facilities. The Board is acutely aware of the serious health risks associated with the use of these products, both to users and non-users, and that their use or promotion on school grounds and at off-campus school-sponsored events is detrimental to the health and safety of students, staff, and visitors. The Board also believes accepting tobacco industry gifts or materials will send an inconsistent message to students, staff, and visitors.

It shall be a violation of this policy for any professional staff of the District to use, consume, display, promote, or sell any tobacco products, tobacco industry brand, tobacco-related devices, imitation tobacco products, or electronic smoking or vaping devices, regardless of content, including smoking as defined in this policy, at any time on school property or at off-campus, school-sponsored events. The Board authorizes the District Administrator to take reasonable measures related to the Board's expectation that the promotion and display of tobacco and related products on school property or at off-campus, school-sponsored events is prohibited.

It shall be a violation of this policy for the District to solicit or accept any contributions, gifts, money, curricula, or materials from the tobacco industry or from any tobacco products retailer. This includes, but is not limited to, donations, monies for sponsorship, advertising, promotions, loans, or support for equipment, uniforms, and sports and/or training facilities. It shall be a violation of this policy to participate in any type of service funded by the tobacco industry while in the scope of employment for the District.

Exceptions

It shall not be a violation of this policy for tobacco products, tobacco-related devices, imitation tobacco products, or lighters to be included in instructional or work-related activities in school buildings if the activity is conducted by a staff member or an approved visitor and the activity does not include smoking, chewing, or otherwise ingesting the product.

FDA approved cessation products or tobacco dependence products are exempt from this policy for adults and staff eighteen (18) years and older. Staff using such products and bringing them to any school property or school-sponsored activity are responsible for safekeeping of these products at all times and are responsible for assuring that no students are able to obtain access to these products.

Instruction in the history and purpose of traditional tobacco that has been used as a part of faith and tradition in the Native American and American Indian communities is an exception to this policy.

Policy Specific Definitions

The term “any time” means during normal school and non-school hours: twenty-four (24) hours a day, seven (7) days a week.

The term “electronic smoking device” means any product containing or delivering nicotine, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. The term electronic smoking device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems, JUUL, or under any other product name or descriptor. The term electronic smoking device includes any component part of a product, whether or not marketed or sold separately, including but not limited to e-liquids, e-juice, cartridges, and pods.

The term “imitation tobacco product” means any edible non-tobacco product designed to resemble a tobacco product, or non-edible, non-tobacco product designed to resemble a tobacco product that is intended to be used by children as a toy. Examples of imitation tobacco products include but are not limited to: candy or chocolate cigarettes, bubble gum cigars, shredded bubble gum resembling chewing tobacco, pouches containing flavored substances packaged similar to snuff, shredded beef jerky in containers resembling snuff tins, plastic cigars, and puff cigarettes.

The term “off-campus, school-sponsored event” means any event sponsored by the school or School District that is not on school property, including but not limited to, sporting events, day camps, field trips, entertainment seminars, dances or theatrical productions.

The term “school property” means all facilities and property, including land, whether

owned, rented, or leased by the District, and all vehicles owned, leased, rented, contracted for, or controlled by the District used for transporting students, staff, and visitors.

The term “smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. This specifically includes marijuana and hemp plant derived substances, whether or not legally sold in Wisconsin, including CBD products, Delta 8 THC, Delta 9 THC, or any other variation thereof. “Smoking” also includes carrying or using an activated electronic smoking device.

The term "tobacco products retailer" means retailers whose primary business is to sell tobacco and/or tobacco-related products.

The term “tobacco industry” means manufacturers, distributors, or wholesalers of tobacco products, electronic smoking devices, or tobacco-related devices; this includes parent companies and subsidiaries.

The term “tobacco industry brand” means any corporate name, trademark, logo, symbol, motto, selling message, recognizable pattern of colors, or any other indication of product identification identical or similar to those used for any brand of tobacco product, company, or manufacturer of tobacco products.

2.1.7 ETHICS AND CONFLICT OF INTEREST (Policy 4230 © Neola 2021)

The proper performance of school business is dependent upon the maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by Board members and District’s employees, officers, and agents is essential to the Board’s commitment to earn and keep public confidence in the School District.

For these reasons, the Board adopts the following guidelines designed to avoid the occurrence or appearance of any conflicts of interest. These guidelines apply to all District employees, officers, and agents, including members of the Board. These guidelines are not intended to be all inclusive, nor to substitute for good judgment on the part of all support employees, officers, and agents. Support employees are expected to perform their duties in an ethical manner and free from an actual conflict of interest or from situations that create the appearance of a conflict of interest, in a manner consistent with 19.59, Wis. Stats. The Board's interest in enforcing this policy is to assure that the decisions and actions of public employees retain the public's trust. Therefore, even a conflict relationship that can be viewed as beneficial to the District or that was intended to be beneficial to the District, may still be a violation of this policy.

- A. No support employee, officer, or agent shall engage in or have a personal or financial or other interest, directly or indirectly, in any activity that conflicts or

raises a reasonable question of conflict with his/her duties and responsibilities in the school system. Specifically, support employees must perform their duties in a manner that does not violate criminal conflict of interest laws pursuant to 946.13, Wis. Stats. by having a private pecuniary interest in an amount that exceeds \$15,000, but also lesser valued conflicts that nonetheless create the appearance of using one's public position to secure a private pecuniary interest and/or benefit.

- B. Support employees, officers, and agents shall not engage in business, private practice of their profession, the rendering of services, anything of substantial value, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any employee, student, client, or parents of such students or clients in the course of their employment or professional relationship with the School District.

Included, by way of illustration, rather than limitation are the following:

1. the provision of any private lessons or services for a fee, unless the provision of services is arranged outside of school and is separate from and in addition to regular support provided to students as part of the staff member's regular duties
 2. soliciting on school premises or under circumstances which are coercive for the private sale of goods or services to students or other employees
 3. the use, sale, or improper divulging of any privileged information about a student or client granted in the course of the employee's, officer's or agent's employment or professional relationship with the School District through his/her access to School District records
 4. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
 5. the requirement of employees, students or clients to purchase any private goods or services provided by an employee, officer or agent or any business or professional practitioner with whom any employee, officer or agent has a financial or other relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations
- C. Should exceptions to this policy be necessary in order to provide mandatory services to students or clients of the School District, all such exceptions will be made known to the employee's supervisor and will be disclosed to the District Administrator before entering into any private relationship.
- D. Support employees shall not make use of materials, equipment, or facilities of the School District for their own personal financial gain or business interest. Examples

would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

- E. Support employees, officers, and agents shall not participate in the selection, award and administration of any contract to an entity in which they have a pecuniary interest or from which they derive a profit or in which a dependent of the employee has a pecuniary interest or from which the dependent derives a profit. "Dependent" includes the employee's spouse; unemancipated child, stepchild or adopted child under the age of eighteen (18); or individual for whom the employee provides more than one-half (1/2) of the individual's support during a year. A "pecuniary interest" means an interest in a contract or purchase that will result or is intended to result in an ascertainable increase in the income or net worth of the employee or the employee's dependent who is under the direct or indirect administrative control of the support employee or who receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the employee.

Support employees, officers, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

However, pursuant to Federal rules, the School District has set standards for when an employee, officer, or agent may accept a gift of an unsolicited item of nominal value. For purposes of this section, "nominal value" means that the gift has a monetary value of \$25 or less.

- F. Support employees, officers, and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the School District. Upon discovery of any potential conflict of interest, the School District will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

The District will also disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery, or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

- G. Support employees, officers and agents found to be in violation of this conflict of interest policy will be subject to discipline in accordance with Policy 4139.

No support staff employee may accept or engage in any employment, consulting, advising, or other professional activity with any organization other than the District, whether the employee will receive compensation for such outside activity or not, without first providing notice to the District Administrator.

In the event that, within the course of administering a Federally funded grant program or service to the District, any employee that identifies a conflict of interest, a potential conflict of interest, or that the appearance of a conflict of interest may

arise in the course of administering the Federal grant funds, the employee must immediately notify either the Federal agency administering the grant in a manner consistent with that particular agencies rules on conflict of interests, or the District employee directly responsible for grant compliance. Such notice shall be provided at the earliest possible time.

It is a violation of this policy to take action or to refrain from taking action, or for an employee to otherwise use his/her public position to obtain a financial gain or anything of substantial value for himself/herself or his/her immediate family, as defined in 19.42(7), Wis. Stats.

2.1.8 GIFTS, GRANTS, AND BEQUESTS (Policy 7230 © Neola 2020)

The Board is appreciative of public interest in, and goodwill toward, the schools manifested through gifts, grants, and bequests. The Board reserves the right, however, to specify the manner in which gifts are made; to define the type of gift, grant, or bequest which it considers appropriate; and to reject those which it deems inappropriate or unsuitable. If accepted, the Board will attempt to carry out the wishes of the donor.

The Board shall not discriminate in the approval and administration of gifts, grants, and bequests on the basis of race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex (including transgender status, change of sex, or gender identity), or physical, mental, emotional, or learning disability ("Protected Classes"). Complaints of discrimination in the acceptance or administration of gifts, grants, or bequests are governed by the complaint procedure outlined in Policy 2260.

All gifts, grants, or bequests that are approved by the Board will be formally acknowledged at a Board meeting.

Board approval is required for all grants having a value of more than \$1,000. The District Administrator may approve grants of lesser value on the Board's behalf.

The Board shall provide written acknowledgment to the donor of any accepted cash donation of \$500 or more and any non-cash donation the value of which is \$500 or more. Such acknowledgment shall include the amount of cash or a description of any non-cash donation along with a good faith estimate of the value of such non-cash donation.

The Board shall provide any donor with appropriate tax forms in compliance with the requirements of the Internal Revenue Code.

Gifts, grants, and bequests shall become the property of the Board and will be subject to use by the District as determined by the policies and administrative guidelines applying to all properties, equipment, materials, and funds owned by the Board, subject to the Board's effort to comply with any specific wishes of the donor.

Any equipment with a value of \$500 or more proposed to be purchased by a parent organization or non-district entity for use in the school, on District property, or at a District-related event shall be submitted to the District Administrator for analysis prior to the purchase.

The Board reserves the right to refuse to accept and thus prohibit the use of the equipment by students or District employees during any District-sponsored activity or on any property owned, leased, or used by the District.

2.1.9 PURCHASING CARDS (Policy 6424 © Neola 2023)

The Board recognizes that purchasing cards offer an alternative to existing procurement processes and provide a convenient, efficient method of purchasing minor goods and services. Board employees authorized by the District Administrator may use purchasing cards only for school-related purposes in accordance with this policy and any related administrative guidelines. Purchasing cards shall not be used to circumvent the general purchasing procedures required by law and Board policy.

All approved cardholders must agree to abide by purchasing card procedures and regulations set forth in this policy and related administrative guidelines. All transactions must be made by the individual to whom the card is issued. To combat potential fraud, any employee that is issued a purchasing card must review all statements received within a reasonable period of time after receipt to assure that all purchases are ones that the employee made.

Purchasing card providers shall be provided no individual cardholder information (e.g., credit records or social security numbers) other than the individual cardholder's work address.

The Business Manager shall conduct independent regular reviews of each cardholder's activity to verify that the purchasing card is being used in accordance with this policy and administrative guidelines.

Cardholders must use common sense and good judgment when using school resources. This policy and related administrative guidelines cannot cover every issue, exception, or contingency that may arise during the cardholder's use of the purchasing card.

Cardholders will immediately surrender their cards upon request of the Business Manager, for administrative reasons, and shall surrender their cards upon separation from employment.

The purchasing card may never be used for alcohol, personal items or services, nor is the personal gain of credit card rewards such as bonus points, frequent flyer miles, or any other affinity program reward permitted under any circumstances.

The Board Treasurer receives detailed receipts of purchasing card transactions as part of the monthly reconciliation process to review that purchases are valid school purchases. If there is a question about adherence to any of the preceding control procedures or suspected fraud or misuse of the purchasing card, the process specified in Policy 8900 - Fraud shall be followed.

2.2 TECHNOLOGY & COMMUNICATIONS

2.2.1 STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY (Policy 7540.04 © Neola 2024)

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning to incorporate the vast, diverse, and unique resources available through the Internet. The Board provides Technology and Information Resources (as defined by Bylaw 0100 - Definitions) to support the educational and professional needs of its staff and students. The Board provides staff with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students and to facilitate the staff's work. The District's computer network and Internet system do not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose.

The Board regulates the use of District Technology and Information Resources by principles consistent with applicable local, State, and Federal laws, and the District's educational mission. This policy and Policy 7544 - Use of Social Media, and any applicable employment contracts govern the staffs' use of the District's computers, laptops, tablets, personal communication devices (as defined by Policy 7540.02 - Web Content, Apps, and Services), when they are connected to the District computer network, Internet connection, and/or educational services/apps.

Users are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its Technology Resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on the use of bandwidth, storage space, and printers.

Users have no right or expectation to privacy when using District Technology and Information Resources (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the District's computer network and/or Internet connection).

Staff members are expected to utilize District technology and information resources to promote educational excellence in our schools by providing students with the opportunity to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The Board encourages the faculty to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources to enrich educational activities. The instructional use of the Internet and online educational services will be guided by the Board's Policy 2521 - Selection of Instructional Materials and Equipment.

The Internet is a global information and communication network that provides a valuable education and information resources to our students. The Internet connects computers and users in the District with computers and users worldwide. Through the Internet, students and staff can access relevant information that will enhance their learning and the education process. Further, District technology and resources provide students and staff with the opportunity to communicate with other people from throughout the world. Access to such a vast quantity of information and resources brings with it, however, certain unique challenges.

The Board may not be able to technologically limit access to services through its technology resources to only those that have been authorized for the purpose of instruction, study, and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures, that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or District Administrator, the technology protection measures may also be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of staff members to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using the District's technology resources if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any staff member who attempts to disable the technology protection measures without express written consent of an appropriate administrator will be subject to disciplinary action, up to and including termination.

The Board utilizes software and/or hardware to monitor online activity of staff and to block/filter access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. "Harmful to minors" is a term defined by the Communications Act of 1934 (47 U.S.C. 254 (h)(7)) as any picture, image, graphic image file, or other visual depiction that:

- A. taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- B. depicts, describes or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals;
- C. taken as a whole, lacks serious literary, artistic, political, or scientific value to minors.

The District Administrator may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material if access to such sites has been inappropriately blocked by the technology protection measures. The determination of whether the material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures.

Staff members will participate in professional development programs in accordance with the provisions of this policy. Training shall include:

- A. the safety and security of students while using e-mail, chat rooms, social networking sites and other forms of direct electronic communications;
- B. the inherent danger of students disclosing personally identifiable information online;
- C. the consequences of unauthorized access (e.g., "hacking", "harvesting", "digital piracy", "data mining", etc.), cyberbullying and other unlawful or inappropriate activities by students or staff online; and
- D. unauthorized disclosure, use, and dissemination of personally identifiable information regarding minors.

Furthermore, staff members shall provide instruction for their students regarding the appropriate technology use and online safety and security as specified above, and staff members will monitor students' online activities while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

The disclosure of personally identifiable information about students online is prohibited.

Building Principals are responsible for providing training so that staff users of District technology resources under the Principal's supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the District technology resources. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social media, including chat rooms and cyberbullying awareness and response. All users of District technology resources are required to confirm their agreement to abide by the terms and conditions of this policy during the Employee Handbook receipt and acceptance process. Pursuant to Policy 7540.06 - District-Issued Staff E-Mail Account, staff and Board members using the District's e-mail system shall acknowledge their review of, and intent to comply with, the District's policy on acceptable use of District-issued email accounts.

Off premises use of E-Rate supported technology must primarily for an education purpose that is integral, immediate and proximate to the education of students.

Staff will be assigned a school email address that they are required to utilize for all school-related electronic communications, including those to students, parents and other constituents, fellow staff members, and vendors or individuals seeking to do business with the District.

With prior approval from the District Administrator, staff may direct students who have been issued school-assigned email accounts to use those accounts when signing-up/registering for access to various online educational services, including mobile applications/apps that will be utilized by the students for educational purposes under the teacher's supervision.

Staff members are responsible for good behavior when using District technology and information resources - i.e., behavior comparable to that expected when they are in classrooms, school hallways, and other school premises and school-sponsored events. Communications on the Internet are often public in nature. The Board does not approve any use of the technology and information resources that is not authorized by or conducted strictly in compliance with this policy and Policy 7544.

Staff members may only use District technology resources to access or use social media if it is done for educational or business-related purposes.

Staff members' use of District technology resources to access or use social media is to be consistent with Policy 7544.

General school rules for behavior and communication apply.

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of District

technology and information resources that are not authorized by this policy and its accompanying guidelines.

The Board designates the District Administrator as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to staff members' use of District technology and information resources.

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records without parental consent. See Policy 8330 - Student Records. Education records include a wide variety of information; posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality laws or privacy laws related to the disclosure of confidential employee information may be disciplined.

Staff members retain rights of communication for collective bargaining purposes and union organizational activities.

2.2.2 RELATIONS WITH NON-SCHOOL AFFILIATED GROUP (Policy 9700

© Neola 2023)

It is the policy of the Board that students, staff members, and District facilities not be used for advertising or promoting the interests of any non-school related agency or organization, public or private, without the approval of the District Administrator; and any such approval, granted for whatever cause or group, shall not be construed as an endorsement of said cause or group by this Board. All crowdfunding activities are subject to Policy 6605 - Crowdfunding.

No non-school affiliated group may use the name, logo, mascot, or any other name which would associate an activity with the District without the specific written permission of the District Administrator. Additionally, no non-school affiliated group may use any assets of the District, including but not limited to facilities, technology, or communication networks without the specific written permission of the District Administrator.

School District Referendum Advocacy

This policy applies expressly to any outside organization's advocacy concerning School District referenda. Any such organization, whether advocating in favor of or in opposition to a referendum question must clearly identify themselves as independent of the School District and may not, under any circumstances, use School District logos, mascots, slogans or other such items that are protected by or regularly used and identified with the District. School District officials may not advocate for a position on a referendum in any manner in which such advocacy is in the individual's capacity as a School District official or may reasonably be perceived as such. School District officials may always provide factual information concerning any referendum question.

Other Activities by Non-School Affiliated Groups

A. Materials or Activities

All materials or activities proposed by outside organizations for student or staff use or participation shall be reviewed by the District Administrator on the basis of the proposed activities or materials, educational contribution to part or all of the school program, and/or benefit to students; and no such approval shall have the primary purpose of advancing the name, product, or special interest of the proposing group.

B. Contests/Exhibits

The Board recognizes that contests, exhibits, and the like may benefit individual students or the District as a whole, but participation in such special activities may not:

1. have the primary effect of advancing a special product, group, or company;
2. make unreasonable demands upon the time and energies of staff or students or upon the resources of the District;
3. interrupt the regular school program;
4. involve any direct cost to the District.

C. Distribution/Posting of Literature

Non-school affiliated organizations may distribute or post literature on District property either during or after school hours only with advance permission of the principal or District Administrator.

D. Solicitation of Funds

Any outside organization or staff member representing an outside organization desiring to solicit funds on school property must receive permission to do so from the District Administrator.

Decisions regarding the request to solicit funds shall not be based on the purpose or function of the group soliciting funds, unless the purpose of the organization is inappropriate for the age group of students, promotes activity that is unhealthy or unlawful or is otherwise inconsistent with the pedagogical interests of the school.

Permission to solicit funds will be granted only to those organizations or individuals who meet the permission criteria established in the District's administrative guidelines. Solicitation must take place at such times and places and in such a manner as specified in the administrative guidelines. In accordance with Board

Policy 5830 - Student Fund-Raising, no District student may participate in the solicitation without the District Administrator's approval.

Solicited funds are not to be maintained in any regular or special accounts of the District.

E. Prizes/Scholarships/Other Awards

The Board is appreciative of the generosity of organizations that offer scholarships, prizes, or other awards to deserving students in this District.

In the administration of scholarships, prizes, or other awards, the District shall not discriminate on the basis of race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex (including gender status, change of sex, or gender identity), or physical, mental, emotional, or learning disability (Protected Classes) in any of its student program and activities.

Administration of scholarship or award programs appropriately designated under this policy to benefit individuals in a particular group that has not traditionally been represented does not violate this policy.

It will be the District's practice to provide all outside agencies and organizations notification of the nondiscrimination policy in awarding prizes, scholarships, or other aids, benefits, or services.

The District may administer or assist in the administration of scholarships, fellowships, or other forms of financial assistance established by a domestic or foreign will, trust, bequest, or similar legal instrument that requires the award to go to a student of a particular sex, race, color, national origin, or with a particular disability. Such restricted awards must not lead to discrimination in access to the total amount of prizes, scholarships, or other awards available.

The District will periodically review its procedures for awarding scholarships, prizes, and other awards. This review will require that the District's procedure does not discriminate on the basis of sex, race, color, national origin, or disability in the overall effect of the scholarships, prizes, and other awards given to students.

F. Surveys and Questionnaires

Distribution of Surveys and Questionnaires to Students is governed by Policy 2416 - Student Privacy and Parental Access to Information.

2.2.3 OUTSIDE ACTIVITIES OF PROFESSIONAL STAFF (Policy 3231/1423

© Neola 2020)

The Board expects professional staff members to avoid situations in which their personal interests, activities, and associations may conflict with the interests of the District. If such situations threaten a staff member's effectiveness within the School District, the District Administrator shall evaluate the impact of such interest, activity, or association upon the professional staff member's responsibilities. Staff members are expected to notify the District Administrator of their involvement in any outside organization, association, or the like if the staff member identifies himself/herself as a staff member of the District as part of his/her involvement, or if the staff member will receive compensation for any outside activities (refer also to Policy 3230 - Conflict of Interest).

- A. Staff members shall not use school property or school time to solicit or accept customers for private enterprises without written administrative permission.
- B. Staff members shall not campaign on school property during duty hours on behalf of any political issue or candidate for local, State, or National office.

Research and Publishing

- A. Professional staff members are encouraged to contribute articles to professional publications and to engage in approved professional research.
- B. Materials which might be considered for publication and/or production, which identify the District in any manner, shall be cleared with the District Administrator prior to publication and/or production.
- C. Publications and productions shall be subject to the following copyright provisions:
 - 1. Rights to copyrights or patents of books, materials, devices, etc. developed by professional staff members on their own time will be relinquished by the Board upon request of the staff member provided that:
 - a. the books, materials, devices, etc. were prepared without the use of District data, facilities, and/or equipment;
 - b. the District is granted the privilege of purchasing the materials or products free of any copyright or royalty charges;
 - c. the staff member does not become involved in any way in the selling of the product to the District.

The final decision regarding whether materials were produced independently of any work assignment, and/or without using school equipment, facilities, data, or equipment rests with the District Administrator.

Professional staff members who desire to publish or produce materials on their own time should make such action known to the District Administrator prior to the time such work is started in order that proper procedures can be established to assure that District interests and the interests of the staff member are protected.

2. All books, materials, devices, or products which result from the paid work time and/or prescribed duties of professional staff members shall remain the property of the District. The District shall retain all rights and privileges pertaining to the ownership thereof.

In the event that any of these products have commercial possibilities, the District Administrator is authorized to secure copyrights, patents, etc. which will ensure the ownership of the product by the District.

The District Administrator is authorized to negotiate with appropriate agencies for the production and distribution of products with commercial appeal. Such negotiations shall ensure fair and appropriate compensation, including sharing of royalties, for the staff member(s) who developed the products.

2.3 SAFETY, STAFF HEALTH AND MANDATORY REPORTING

2.3.1 SCHOOL SAFETY (Policy 8420 © Neola 2023)

The Board recognizes that its responsibility for the safety of students extends to its reaction to possible natural and man-made disasters and that such emergencies are best met by preparedness, planning, and training as determined by the District Administrator consistent with the Board approved school safety plan.

Each school shall develop a school safety plan in accordance with State requirements, and each school's safety plan shall be reviewed and approved every three (3) years by the Board. The plan contains guidelines and procedures to address school violence and attacks, threats of school violence and attacks, bomb threats, fire, weather-related emergencies, intruders, parent-student reunification, and threats to non-classroom events, including recess, concerts and other performances, athletic events, and any other extra-curricular activity or event. The plan shall contemplate the use of tools to mitigate threats of school violence, including video surveillance, school resource officers, metal detectors, and other such preventative safety measures in addition to responsive measures.

The school safety plan shall include the manner of scheduling, conducting, and reviewing required drills, including fire drills, tornado or other hazard drills, school safety incident drills, and school violence drills. Each school safety plan shall specify for each type of required drill how many and how frequently they will be conducted for each building in

compliance with State law requirements for the performance of such drills. The plan shall designate the responsible administrator for each building for assuring that required drills are completed, reviewed, and reported as required by law. Records of drills and related reports shall be maintained for a period of not less than seven (7) years, consistent with Board Policy 8310 - Public Records.

The Board must submit the following to the Wisconsin Office for School Safety prior to January 1st of each year:

- A. A copy of its school safety plan.
- B. The date(s) of the required annual school violence event drill or drills conducted in accordance with each building's school safety plan during the previous year.
- C. Certification that the Board reviewed a required written evaluation of the drill or drills.
- D. The date of the most recent school training on school safety and the number of attendees.
- E. The most recent date the Board reviewed and approved the school safety plan.
- F. The most recent date the Board consulted with a local law enforcement agency to conduct on-site safety assessments.

School administrators and staff are mandatory reporters of suspected child abuse and neglect pursuant to 48.981 (2)(a), Wis. Stats. The Board also requires all employees to receive training regarding mandatory reporting of school violence threats pursuant to 175.32(2) and (3), Wis. Stats. If the threat constitutes a serious and imminent threat to the health or safety of a student or school employees or the public, it shall be reported to law enforcement. A good faith standard exists for reporting threats made by an individual seen in the course of professional duties. These obligations and procedures are covered by Board Policy 8462 - Child Abuse and Neglect, as well as Policy 8462.01 - Threats of Violence. All threats to the safety of District facilities shall be identified by appropriate personnel and responded to promptly in accordance with the school safety plan.

The District Administrator shall develop guidelines for the handling of all emergency evacuations. A crisis procedure checklist includes at least the following:

- A. Assess life/safety issues immediately.
- B. Provide immediate emergency medical care.
- C. Call 911 and notify police/rescue first. Call the District Administrator second.

- D. Convene the crisis team to assess the situation and implement the crisis response procedures.
- E. Evaluate available and needed resources.
- F. Alert school staff to the situation.
- G. Activate the crisis communication procedure and system of verification.
- H. Secure all areas.
- I. Implement evaluation and other procedures to protect students and staff from harm. Avoid dismissing students to unknown care.
- J. Adjust the bell schedule to ensure safety during the crisis.
- K. Alert persons in charge of various information systems to prevent confusion and misinformation. Notify parents.
- L. Contact appropriate community agencies and the District's public information office, if appropriate.
- M. Implement post-crisis procedures.

In response to public records requests for school safety documents, after consultation with the District legal counsel and local law enforcement authorities, the District Administrator shall redact such information that may be sensitive safety or security information that is in the public's interest to remain confidential.

2.3.2 VIDEO SURVEILLANCE AND ELECTRONIC MONITORING (Policy 7440.01 © Neola 2023)

The Board authorizes the use of video surveillance and electronic monitoring equipment at various facilities and school sites throughout the District, and on school buses. No audio or video surveillance is permitted within the District other than those authorized by policy or the District Administrator, and only if clear and visible notice is provided to any persons entering an area or building subject to video and/or audio monitoring that such monitoring may occur. This does not restrict the collection of video or audio recording at events open to the public.

Placement of Surveillance

The District Administrator is responsible for determining where to install and operate fixed-location video surveillance/electronic monitoring equipment in the District. The District Administrator shall assure that video surveillance is handled in accordance with the placement, monitoring, and access considerations incorporated into the school safety

plan as more fully described in Policy 8420 - School Safety. The determination of where and when to use video surveillance/electronic monitoring equipment will be made in a nondiscriminatory manner. Video surveillance/electronic monitoring equipment may be placed in common areas in school buildings (e.g. school hallways, entryways, the front office where students, employees, and visitors are permitted to freely come and go, gymnasiums, cafeterias, libraries), the school parking lots and other outside areas, and in school buses. Except in extraordinary circumstances and with the written authorization of the District Administrator, video surveillance/electronic monitoring equipment shall not be used in areas where persons have a reasonable expectation of privacy (e.g. restrooms, locker rooms, changing areas, private offices (unless there is express consent given by the office occupant), or conference/meeting rooms), or in individual classrooms during instructional times.

Any person who takes action to block, move, or alter the location and/or viewing angle of a video camera shall be subject to disciplinary action.

Notification of Surveillance

Wherever video surveillance or electronic monitoring are used, such notification shall identify that video or electronic and audio surveillance are possible technologies being employed.

Legible and visible signs shall be placed at the main entrance to buildings and in the areas where video surveillance/electronic monitoring equipment is in use to notify people that their actions/behavior are subject to being monitored/recorded, which may include video footage, audio recording, or both. In cases approved by the District Administrator, camera surveillance may be used for investigatory purposes without staff, student, or public notice if the usage is calculated to further investigation into misconduct believed to have occurred or believed to be ongoing.

Uses of Surveillance

Any information obtained from video surveillance/electronic monitoring systems may only be used to support the orderly operation of the School District's schools and facilities, and for law enforcement purposes, and not for any other purposes. As such, recordings obtained through the use of video surveillance/electronic monitoring equipment may be used as evidence in any disciplinary proceeding, administrative proceeding or criminal proceeding, subject to Board policy and regulations. Further, such recordings may become a part of a student's education record or staff member's personnel file.

Ordinarily, video surveillance/electronic monitoring equipment will not be used to make an audio recording of conversation occurring on school grounds or property.

The Board will not place video surveillance/electronic monitoring equipment for the purpose of obtaining information for routine staff appraisal/evaluation or monitoring; however, video footage captured in the normal course of surveillance which shows

information pertinent to staff performance or conduct may be used for that purpose.

Additionally, prerecorded lessons or observations of online or virtual learning sessions may be included as part of an employee's evaluation.

Further, if an employee is assigned to work remotely (i.e., telework), the Administration is authorized to conduct observations that consist of the supervisor reviewing video-recordings of the employee working and/or watching the employee perform their job responsibilities through means of a live-stream that includes both video and audio.

Additionally, nothing herein shall prevent the Administration from using information gathered through electronic means (i.e., viewing a video-recording or live-stream of an employee working) for employment purposes including, but not limited to, completing components of an evaluation.

Recordings that capture students may be student records and as such will be treated as confidential, subject to the Board's public records and student records policies.

Retention, Secure Storage, Access to and Disposal of Video Recordings

The Board shall maintain video surveillance/electronic monitoring recordings for a limited period. Any request to view a recording under this policy must be made within fourteen (14) days of the event/incident in order to assure its availability. Inquiries after that time period may be available depending on current retention capabilities. Unless a recording is separated and maintained for some reason by the District, any recording may be destroyed after fourteen (14) days. If, however, action is taken by the Board/Administration, as a result of a formal complaint or incident, recordings shall be kept consistent with the Board's record retention policy depending on the nature of the video record retained, but for a minimum of one (1) year from the date of the action taken.

Video recordings, if stored on a removable/portable device or on a locally hosted server, when not in use, shall be stored in a locked, fire-resistant cabinet or room in an area to which students and the public do not normally have access. The recordings should be clearly and properly labeled and stored. Any video data stored on a cloud-based server system must be stored pursuant to a vendor agreement that assures the confidentiality of data accessible only to school officials.

Access to and viewing of video recordings is limited to authorized personnel.

The Administrator may authorize the viewing of recorded images in the event of an ongoing law enforcement investigation, an incident involving property damage or loss, or for other reasons deemed appropriate.

Video footage should not be removed from school officials' custody except as required by law or upon a request from law enforcement. Video files should not be transmitted electronically to sources outside the District except as required or permitted by law.

All video surveillance/electronic monitoring recording media shall be considered legal evidence and treated as confidential or as directed by Board counsel. The release of original video recordings to individuals or outside agencies may only occur pursuant to subpoena or court order after the same has been reviewed by Board counsel.

Original video recordings shall never be edited or manipulated in any manner. When video recordings are requested by any law enforcement agency as part of an ongoing investigation, a duplicate may be provided for that purpose. The original media shall be protected from accidental overwrite or erasure during the duplicating process. Nothing in this paragraph prohibits the redaction of personally identifiable information from duplicated media when mandated by FERPA.

Video recordings may never be sold publicly, viewed or distributed in any other fashion except as provided for by Board policy 7440 - Facility Security, and consistent with State and Federal law.

Devices containing video recordings, scheduled to be destroyed must be securely disposed of in such a way that the personal information cannot be reconstructed or retrieved (e.g. shredding, burning, magnetically erasing the personal information).

Surveillance on School Buses

School buses owned by the District or a contractor under contract with the District may be equipped with video and/or audio recording equipment in specified locations within the vehicle as provided in the Wisconsin Department of Transportation regulations.

Exceptions

This policy does not address or cover instances where school officials record a specific event (e.g. a play, music performance, athletic contest, graduation, or Board meeting), or an isolated instance where a classroom is video recorded for educational or research purposes. Authorized video recording for educational, instructional and/or research purposes is permitted and is not addressed by this policy.

Video surveillance is to be implemented in accordance with this policy and consistent with the school safety plan. The Board will not accept or tolerate the improper use of video surveillance/electronic monitoring equipment and will take appropriate action in any cases of wrongful use of this policy.

2.3.3 CONTROL OF BLOOD-BORNE PATHOGENS (Policy 8453.01 © Neola 2023)

The Board seeks to protect those staff members who may be exposed to blood-borne pathogens and other potentially infectious materials in their performance of assigned duties.

The Board also seeks to protect students who may, during the course of the school day or during a school-sponsored activity, become exposed to blood-borne pathogens and other potentially infectious materials.

To protect staff members and students, the District Administrator shall implement guidelines that are consistent with the Department of Public Instruction (DPI) Model Blood-Borne Pathogens Manual and such guidelines will include but not be limited to:

- A. identifying those categories of employees whose duties create a reasonable anticipation of exposure to blood and other infectious materials;
- B. providing for inoculation of the Hepatitis B vaccine at no cost to the staff member and in accordance with Federally-mandated scheduling;
- C. requiring proper training in the universal precautions against exposure and/or contamination including the provision of appropriate protective supplies and equipment;
- D. establishing appropriate procedures for the reporting, evaluation, and follow-up to any and all incidents of exposure;
- E. providing for record-keeping of all of the above which complies with both Federal and State laws;
- F. developing an exposure control plan.

Further, employees who have been identified, as employees whose duties create a reasonable anticipation of exposure to blood and other infectious materials shall complete the blood-borne Pathogens School Training made available through the DPI.

2.3.4 WEAPONS (Policy 7217 © Neola 2023)

The Board prohibits visitors and volunteers from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the District for the purpose of school activities approved and authorized by the District including, but not limited to, property leased, owned, or contracted for by the District, a school-sponsored event, or in a District vehicle to the extent permitted by law without the permission of the District Administrator. Policies regarding staff members are found in Policy 3217 and Policy 4217. The policy pertaining to students is found in Policy 5772.

This prohibition for visitors and volunteers does not apply to unloaded firearms in a locked vehicle or locked firearms case, or to separately stored ammunition, that is on any part of school grounds used as a parking facility.

A volunteer may transport students for school-sponsored events or school-related purposes in their own vehicle only if any and all firearms in said vehicle are cased, unloaded and in a trunk or separate compartment while transporting such students. This does not apply to the transportation of students related by blood or marriage to the volunteer member if only such students are being transported.

A volunteer who is a concealed carry permit licensee may transport students for school-sponsored events or school-related purposes in their own vehicle only if the volunteer has agreed not to carry a concealed weapon while transporting such students. This does not apply to the transportation of students related by blood or marriage to the volunteer if only such students are being transported.

Concealed Carry Permit Holders

No parent or other volunteer may carry or in any fashion possess a concealed weapon, whether they hold a permit or not, while transporting students in a District-owned vehicle. Additionally, anyone, including a holder of a concealed carry permit license issued or recognized by the State of Wisconsin, is prohibited by virtue of 948.605(2)(b)1r, Wis. Stats., from possessing a concealed weapon anywhere in or on school grounds including parking areas.

Definition of "Weapon"

The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms (including, but not limited to firearms as defined in 18 U.S.C. 921(a)(3)), guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives (subject to the exceptions below), razors with unguarded blades, clubs, electric weapons (as defined in 941.295 (1c)(a), Wis. Stats.), metallic knuckles, martial arts weapons, chemical agents, ammunition, and explosives.

Exceptions to this policy include:

- A. weapons under the control of law enforcement personnel while on duty, or qualified former law enforcement officers, off duty law enforcement officers, or out-of-state law enforcement officers;
- B. contracted personnel that are authorized by law to carry weapons in the course of their professional duties and for which the District and the contracted entity have a contract that authorizes employees of the contracted entity to carry a weapon on school grounds and in school buildings in the performance of their duties (i.e. armored transport services);
- C. items approved by a Principal or the District Administrator as part of a class or individual presentation under adult supervision, including, but not limited to hunters'

education courses, if used for the purpose of and in the manner approved (working firearms, except those protected at all times by a cable or trigger lock, and live ammunition shall never be approved);

- D. theatrical props used in appropriate settings;
- E. starter pistols used in appropriate sporting events; and
- F. a knife lawfully used for food consumption or preparation, or a knife used for a lawful purpose within the scope of the person's business while on District property or at a District-sponsored activity.

The District Administrator may refer a visitor or volunteer who violates this policy to law enforcement officials. The visitor or volunteer may also be subject to other action such as loss of volunteer status at the sole discretion of the Board.

Any staff member who has reason to believe that a person has or will violate this policy shall report to the school Principal or their supervisor immediately. Failure to report such information may subject the staff member to disciplinary action, up to and including termination. The staff member may also confront the person if the staff member believes the risk of injury to self or others is minimal or if immediate action is necessary to prevent injury to any person.

This policy shall be published and distributed to staff members annually. Publication is not a precondition to enforcement of this policy.

2.3.5 CHILD ABUSE AND NEGLECT (Policy 8462 © Neola 2019)

The Board is concerned with the physical and mental well-being of all children of this District and will cooperate in the identification and reporting of cases of child abuse or neglect in accordance with law. In addition, the Board strictly prohibits any actual or threatened acts of physical, mental, sexual, or other form of abuse directed towards students by any person in any District-owned, operated, or leased facility, or at any school-sponsored activity.

Staff Training Required

The Board shall require every employee to receive training provided by the Department of Public Instruction (DPI) in identifying children who have been abused or neglected and in the laws and procedures governing the reporting of suspected or threatened child abuse and neglect. Such training shall be completed within the first six (6) months of employment in the District and at least once every five (5) years after the initial training. This training may be held in conjunction with staff training for threats of violence as required in Policy 8462.01.

Training conducted in fulfillment of this policy shall include a record of the date, time, duration, and content of the training, as well as a list of all attendees at the training.

Reporting of Suspected Child Abuse or Neglect

Each District employee who has reasonable cause to suspect child abuse or neglect has occurred or is occurring, or has reasonable cause to believe a child has been threatened with abuse or neglect and that abuse or neglect is likely to occur shall be responsible for reporting immediately every case, whether verified or suspected, the circumstances giving rise to the reasonable cause.

Reporting is mandatory even if the staff member has reason to believe that the abuse or neglect occurred, but is no longer occurring (for example, the child is no longer living with the suspected abuser). Staff members should make reports based on reasonable cause to suspect abuse or neglect and are not permitted to first investigate the circumstances in an effort to verify abuse or neglect. This can cause a loss of time and jeopardize law enforcement or social services investigations into child welfare concerns.

Reporting Procedures

The employee shall immediately call the local office of the Child Welfare Department or local law enforcement agency.

Employees shall also notify the building level administrator or the District Administrator.

The identity of the reporting person shall be confidential, subject only to disclosure by consent or court order. A reporting employee shall not be dismissed or otherwise penalized for making a report of child abuse or neglect, unless such report was made knowing it to be false and for the purpose of harming the accused or victim in the report.

Information concerning alleged child abuse is confidential. Any unauthorized disclosure by an official or employee of the District is a violation of the law and may subject the disseminator to civil liability for resulting damages and disciplinary action.

Each principal should be mindful of the possibility of physical or mental abuse being inflicted on a student by an employee. Any such instances, whether real or alleged, should be dealt with in accordance with the administrative guidelines established by the District Administrator. Staff member reporting obligations under this policy and applicable law are the same regardless of whether the suspected abuser is a parent, guardian, or another staff member, and reports should be made accordingly.

SECTION 3 GENERAL POLICIES

3.1 WORKPLACE POLICIES-GENERAL

3.1.1 EMERGENCY CLOSINGS

The Superintendent or designee shall confer with the appropriate supervisor(s) and/or area emergency management representatives to make the emergency closing determination. Upon making the decision to cancel school for instruction and/or activities or the closing of the school facilities, the Superintendent or designee shall follow the specified procedure for notification of all represented media and school district employees.

Cancellation of School for instruction and/or activities: When the decision to cancel school for instruction and/or activities is made and it is determined that the school district's facilities are to remain open, custodial, administrative, and secretarial staff should report to work for the work day. Immediate supervisors may modify the start and end time of the work day on an individual or group basis or determine an alternative work day. The Superintendent may determine that an entire school day must be rescheduled on an alternative date in order to comply with state law or Department of Public Instruction guidelines.

Employees who do not report to work and have not secured an agreement on an alternative work day will be required to complete the employee leave request procedure and select the appropriate leave available.

Emergency Closing of School Facilities: In conjunction with local health and/or public safety authorities, the District may decide to close a work site or take other emergency measures in order to safeguard the health and welfare of employees and the public. Under such circumstances, the District may authorize paid leave status for employees.

3.1.2 HOURS OF WORK/WORK SCHEDULES/CALENDARS

Professional Staff: The normal day for professional staff shall begin at 7:45 A.M. and end at 3:45 P.M.; however, if adjustments in these times are necessary, the change will normally be made at the beginning of the semester and the earliest starting time for all professional staff in the affected buildings will be 7:00 A.M., and a corresponding adjustment will be made in the P.M. ending time so that the teaching day will be the same length. The normal teaching hours for part-time staff will be designated by the District.

All professional staff shall receive a duty-free, uninterrupted lunch period of thirty (30) continuous minutes. This section shall not restrict the Board from making mutually-agreeable arrangements with any teacher for special services to be rendered during this period.

It is expected that additional time will be spent beyond the school day to complete required tasks, attend mandatory meetings, meet with parents and/or students, attend school functions and/or when directed by the District. Professional staff will receive no additional compensation, above their regular salary, for participating in these activities before or after the normal school day unless specifically provided for otherwise.

Support Staff: (including paraprofessionals, custodians, maintenance, cooks, and bus drivers): The normal workday for a full-time employee is eight (8) hours per day, or forty (40) hours per week. A thirty (30) minute unpaid lunch break will be provided to each employee who works more than five (5) hours per day. All paraprofessionals, working more than five (5) hours per day shall receive a duty free, unpaid one-half (½) hour lunch break near the middle of their shift.

Employees shall also be allowed a fifteen (15) minute break for each four (4) hours worked. The normal work day for part-time employees and summer workers will be designated by the District.

Administrative/Clerical/Payroll: The normal workday for a full-time employee is eight (8) hours per day, or forty (40) hours per week. A thirty (30) minute or sixty (60) minute unpaid lunch period will be provided to each employee. Employees shall also be allowed a fifteen (15) minute break for each four (4) hours worked. The workday may be flexed on a daily or weekly basis, subject to approval by the District Administrator.

School Calendar: The school calendar shall be approved by the Board and include the length and structure of the school year. The calendar will include such items as instructional days, start of quarter days, inservice days, early dismissal days, student vacation days, and graduation.

3.1.3 ASSIGNMENT & TRANSFER (Policy 3130/4130 ©Neola 1995)

The Board of Education believes that the appropriate placement of qualified and competent staff is essential to the successful functioning of the District.

The District Administrator shall be responsible for the proper assignment and transfer of all professional staff members and shall attempt to effect the optimum assignment of the professional staff in conformance with any applicable contractual or legal requirements and certification requirements. S/He shall establish an audit procedure to ensure that each instructional staff member's teaching certificate is currently in compliance with appropriate State certification criteria and has not been nullified.

3.1.4 JOB VACANCIES & POSTING

When the District determines that a vacancy or new position shall be filled, the District shall typically post a notice of such vacancy or new position for a minimum of five (5) working days if reasonable and appropriate to do so. The posting shall include the date the position is to be filled, title of position, requirements, and rate of pay and benefits. The District retains

the right to determine whether and when to recruit outside applicants.

In most cases, all employees who meet the minimum qualifications for the position and who sign said posting will be given the opportunity to interview for the opening. All employees who interview shall be notified of selection outcome.

The District Administrator shall recommend the appointment of all employees to the Board for their approval. The District Administrator shall be responsible for the assignment and transfer of all employees.

3.1.5 REDUCTION IN STAFF (Policy 3131 © Neola 2023)

It is the responsibility of the Board to provide the staff necessary for the implementation of the educational program of the District and the operation of the schools and to do so efficiently and economically.

The Board reserves the right to abolish positions in the District and to reduce the staff whenever reasons of decreased enrollment of students, return to duty of regular professional staff members after leaves of absence, suspension of schools or territorial changes affecting the District, or other warranted circumstances.

Where appropriate, attrition may be used to achieve the necessary number of position reductions.

The District Administrator shall determine the appropriate employees for reduction considering all factors deemed important and in the best interests of the District, including the following:

- A. qualifications of the employees being considered for reduction
- B. performance of employees, based on performance evaluations
- C. input from direct supervisors

No employee whose position has been eliminated shall have any right to be contacted by the District in the event that a vacancy opens in the future for which the laid off employee may be qualified. Likewise, no such employee is entitled to a future position or is provided any preference over other applicants. Any employee whose position was eliminated under this policy may file a grievance under Policy 3340. Staff whose employment ended with the District due to a reduction in force, shall not be prevented from applying for future positions with the District.

3.1.6 PAYROLL

Pay Periods: Paychecks are deposited, by direct deposit. Employees shall be paid bi-weekly (26 pay periods per year) on Fridays. If payroll falls on a holiday, paychecks shall be deposited, by direct deposit, the business day before the holiday.

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

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

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

3.1.7 STAFF EVALUATION AND EDUCATOR EFFECTIVENESS (Policy 3220/4220 © Neola 2020)

The Board is responsible for the employment of all personnel. To carry out this responsibility, it delegates to the District Administrator the function of developing professional staff job descriptions for Board approval in accordance with Policy 3120.01 - Job Descriptions. The District Administrator is responsible for implementing approved job descriptions, a program of personnel assessment that identifies specific criteria and a systematic procedure to evaluate staff. This procedure shall include an appropriate and approved Educator Effectiveness program for the evaluation of teachers and Principals in the District.

It is the purpose of the program of staff assessment to:

- A. strive for the improvement of the total District program;
- B. stress the importance of personal improvement on the part of individual professional staff members so that each student may be provided a quality education;

- C. ensure the continuous improvement of administrative and supervisory services provided professional staff members.

The staff evaluation program shall aim at the early identification of specific areas in which the individual professional staff member needs help so that appropriate assistance may be provided or arranged for. A supervisor offering suggestions for improvement to a professional staff member shall not release that professional staff member from the responsibility to improve. If a professional staff member, after receiving a reasonable degree of assistance, fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal, or non-renewal procedures may be invoked. In such an instance, all relevant evaluation documents may be used in the proceedings.

A professional staff member shall be given a copy of any documents relating to his/her performance that will be placed in the personnel file.

Licensed Teachers and Principals

Evaluations shall be conducted in the first year of employment and at least every third year thereafter, or more frequently as determined by the administration or the protocols of the Educator Effectiveness program adopted and used by the Board. Pursuant to Wisconsin's Educator Effectiveness law, the Board delegates to the District Administrator the task of selecting and implementing an approved Educator Effectiveness program such that the District is in compliance with State law.

Evaluations shall be conducted based on the model in place at the time and consistent with applicable State law and the District's guidelines.

The administration is authorized to implement additional evaluation procedures for specific personnel in need of additional or alternative evaluation in addition to the educator effectiveness program. A positive rating from the educator effectiveness model does not necessarily preclude the District from taking adverse employment action towards an employee for other performance or conduct related reasons, or from implementing remedial or performance improvement measures.

3.1.8 PERSONNEL FILES

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

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

3.1.9 SUPPORT STAFF SUPERVISION

1. The Administrator shall supervise, evaluate, and direct the scheduling of their office clerical staff, paraprofessionals, custodial staff (including pool), and coaching staff.
2. The Superintendent shall supervise, evaluate, and direct the scheduling of the District secretary, IT staff, food service director, aquatic director, transportation staff, and building and grounds supervisor.

3.2 STAFF DISCIPLINE (Policy 3139/4139 © Neola 2023)

The Board retains the right and the responsibility to manage the workforce. When the discipline of a staff member becomes necessary, such action shall be consistent with the requirements of any applicable Board policy, and State and Federal law. The District Administrator may issue discipline when deemed appropriate; however, student performance on examinations may not form the basis for staff discipline. This policy does not cover decisions to terminate or nonrenew a staff member's employment or accepting a staff member's resignation (see Policy 3140 - Non-Renewal, Resignation, and Termination).

Investigation of Possible Criminal Activity

The District may be required to investigate potential wrongdoings on the part of its employees, and such wrongdoing in some cases may involve potential criminal conduct and/or co-occurring law enforcement investigation. Such investigations still require that the employee truthfully answer questions relating to the activity, and refusal to answer may result in discipline up to and including termination. Employees required to respond to questions regarding potential criminal activity are permitted to do so without waiving any Constitutional rights against self-incrimination that may apply during the course of a criminal investigation. As appropriate, employees will be informed of this right, through what is often referred to as a "Garrity Warning". The Garrity Warning informs the employee that the employee is required to respond to questions posed during the investigation and that answers to questions relating to the employee's conduct may be used by the District for determining appropriate discipline, but will not be provided to law enforcement officials in the course of their independent criminal investigation, unless otherwise required by law. (see Form 3139 F1 - "Garrity Warning")

Staff may be disciplined for violations of Board policy or for other failures to meet the expectations and obligations of their position. No staff member may be subject to arbitrary or capricious disciplinary action, or disciplinary action that is otherwise in violation of law.

Disciplinary action will normally follow a progressive discipline model that is designed to correct inappropriate conduct on the part of staff members. Progressive discipline will generally progress as follows:

- A. oral reprimand, with a written record placed in the employee file;
- B. written warning;
- C. suspension, the length of which is determined by the administration to effect the corrective goal of discipline; and
- D. termination, pursuant to the process established for termination as set forth in Policy 3140 - Non-Renewal, Resignation, and Termination.

The District Administrator may skip one or all steps in the progressive discipline model when s/he deems that the severity of the offense requires more substantial discipline, or in the case of termination, where the District Administrator determines that the conduct is so egregious as to require the staff members immediate termination of employment, consistent with the process established for termination as set forth in Policy 3140 - Non-Renewal, Resignation, and Termination.

All instances of staff discipline are subject to the employee grievance procedure, set forth in Policy 3340 - Grievance Procedure.

3.3 NON-RENEWAL, RESIGNATION, AND TERMINATION (Policy 3140

© Neola 2019)

A critical function of the Board is maintaining personnel necessary to carry out the District's educational program and mission. In the course of carrying out this function, the Board will at times find it necessary to end an employment relationship with a member of the professional staff. This policy governs the process of nonrenewal and termination of employees, as well as the conditions under which a resignation may be accepted.

Full-Time Teachers

All full-time teachers are required to be under contract with the District. A full-time teacher's employment contract is automatically void and employment ended if the teacher does not have an appropriate teaching license issued by the DPI. Otherwise, a full-time teacher's employment shall be subject to non-renewal, termination, or resignation as follows:

A. Non-Renewal

In the event that the District Administrator intends to recommend the non-renewal of a full-time teacher's contract, all applicable statutory non-renewal procedures and timelines will apply, including both preliminary and final notice of nonrenewal. No teacher may be non-renewed solely on the basis of the results of mandatory student examinations. The District Administrator shall be responsible for notifying the affected teacher of his/her rights relative to the non-renewal process.

Teacher contracts may be non-renewed upon a majority vote of the full membership of the Board.

B. Termination

A full-time teacher's contract may be terminated only by a majority vote of the full membership of the Board. The District Administrator shall, if deemed appropriate, recommend a teacher's termination to the Board. The District Administrator is responsible for providing the teacher with appropriate notice regarding the hearing and for taking the necessary steps to present any such recommendation to the Board.

The District Administrator may engage in negotiations with the teacher for purposes of resignation short of a hearing, subject to final Board approval.

C. Resignation

A full-time teacher may resign from his/her position only upon approval of a majority of the full membership of the Board. The District Administrator may negotiate terms of resignation with such a teacher as appropriate and present those terms to the Board in an appropriately noticed, regular or special Board meeting, as necessary. A resignation is only in effect once approved by the Board. A resignation, once accepted by the Board, may not be rescinded without approval by the Board.

Part-Time Teachers

Teachers employed less than full-time, but not including substitute teachers whose employment is covered by Policy 3120.04, and whose employment contract does not specify procedures for termination of contract, may be terminated either by the District for appropriate reasons or through resignation by a majority vote of a quorum of the Board members present at a properly noticed meeting. A resignation, once accepted, may not be rescinded by the teacher.

A part-time teacher whose contract does not specify otherwise is not entitled to notice of intent to renew or of intent not to renew his/her contract for a subsequent school year.

The terms of the part-time teacher contract shall apply when the contract provides for procedures different than those noted in this policy.

Administrators

The Board employs administrative employees under a variety of employment arrangements. Generally, those arrangements include those administrators who, by law, are required to have an employment contract and are provided statutory rights with respect to those contracts; those that are not required to have contracts by law, but are nonetheless employed pursuant to a written contract approved by the Board; and those

who perform administrative functions, but who do not have a contract which specifies the terms of employment as they relate to termination, resignation, and nonrenewal of the employment arrangement.

A. Statutory Administrators

The Board shall employ by contract the following persons: the District Administrator, business manager, school principals, and assistants to such persons, as well as the following persons employed solely to perform administrative functions: personnel administrators and supervisors, curriculum administrators, and assistants to such administrative personnel.

Such administrators may only be terminated, either due to appropriate circumstances justifying termination of employment or by tendered resignation, by a majority of the full membership of the Board.

Such administrators are entitled to contract renewal or notice of intent not to renew the administrator's contract pursuant to applicable statutory procedures, and any additional procedures incorporated into the said contract.

The District Administrator shall be responsible for assuring compliance with the procedures necessary for Board action to terminate or to non-renew an administrator's contract. In the case of the District Administrator's contract, the Board President with the assistance of Board legal counsel, shall be responsible for assuring procedural compliance with termination or non-renewal processes.

A resignation, once accepted by the Board, may not be rescinded except by approval of the majority of the full membership of the Board.

B. Administrators with Contracts including Provisions Governing Termination

The Board may employ administrators who are not statutorily entitled to an employment contract or to statutory termination and non-renewal procedures, but who nonetheless are issued employment contracts with provisions governing this process applicable to the manner in which the employment relationship is concluded, either by resignation, termination, or non-renewal. In such cases, the District Administrator shall be responsible for assuring adherence to applicable contractual procedures.

C. Administrative Personnel with no Contractual or Statutory Coverage

Employees performing administrative functions, but who are not covered by applicable statutory termination or non-renewal procedures, and who have not been issued an employment contract with provisions governing the termination or non-renewal process, are not entitled to notice of intent to renew or not to renew an employment agreement. In such a case, an employment agreement shall expire and the employee shall have no expectation of continued employment beyond the term of the agreement.

Such an administrative employee's employment may be terminated by a majority of a quorum of the Board present at a regular or special Board meeting.

Such an administrative employee's resignation may be accepted by a majority of a quorum of the Board present at a regular or special Board meeting.

A resignation, once accepted, may not be rescinded without agreement.

Professional Staff Termination: Employment may be terminated upon a majority vote of the full membership of the Board of Education. In such cases, the Board shall abide by its applicable policies and such terms as may be set forth in an individual contract.

Support Staff Termination: Employment may be terminated by the District Administrator.

Resignation: A professional staff member may resign in accordance with the terms of their individual contract.

An administrator may resign by filing a written resignation with the District Administrator.

A support staff member may resign by filing a written resignation with the District Administrator.

The District Administrator may act for the Board in the acceptance of a resignation.

Employees who terminate their employment with a two week written notice will not be allowed to use any earned vacation or personal time once received by the District Administrator. 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/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.

3.3.1 LIQUIDATED DAMAGES

The District encourages employees to notify the District as soon as possible regarding contract release. A teacher who breaches his/her contract shall be required to pay liquidated damages as follows:

- From the time they sign next year's contract until June 30th, no liquidated damages shall be forfeited;
- After July 1st, but before August 1st, employee must pay the district 1% of their base salary;

- After August 1st, but before the teacher's first day to report for the contract year, the employee must pay the district 2% of their base salary;

- After the teacher's first day reporting for the contract year, the employee must pay the district 4% of their base salary.

No teacher shall be released to sign a contract with another school district until the liquidated damages have been paid. The Board may deduct such damages from any paychecks still due and payable to the teacher and/or may waive such payments at its sole discretion.

Any release granted by the Board shall be effective on the 30th calendar day following receipt by the Board of the written request for release. The Board has sole discretion to waive part or all liquidated damages.

3.3.2 STANDARD FOR NONRENEWAL FOR TEACHERS

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Wis. Stat. §118.22. Such nonrenewals shall be exclusively subject to the provisions of Wis. Stat. §118.22 and are not covered by the grievance procedure set forth in the Grievance Procedure section (3.4) of this Handbook.

3.3.3 STANDARD FOR TEACHER DISCIPLINE AND TERMINATION

A teacher may be terminated during the contract year for "cause." Discipline or termination during the contract year is subject to the grievance procedure set forth in the Grievance Procedure section 3.4 of this Handbook.

3.3.4 STANDARD FOR OTHER EMPLOYEE DISCIPLINE AND TERMINATION

Unless otherwise provided by state statute, all other employees are "at-will" and may be discharged by the District at any time with no notice or reason and the employee may quit at any time with no notice or reason.

3.4 GRIEVANCE PROCEDURE (Policy 3340 © Neola 2022)

It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. Each employee of the District shall be provided an opportunity to understand and resolve certain matters affecting employment that the employee believes to be unjust. This section shall apply to all regular full-time, part-time, limited, temporary, and seasonal employees.

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

A grievance shall mean a dispute concerning an employee's discipline or termination of employment or a dispute concerning workplace conditions that affect workplace safety. Only one (1) subject matter shall be covered in any one (1) grievance. A written grievance shall contain:

- A. the name and position of the grievant;
- B. a clear and concise statement of the grievant, including the category of the grievance (i.e., employee termination, discipline, or workplace safety);
- C. the issue involved;
- D. the relief sought;
- E. the date the incident or violation took place;
- F. the specific section of the Policy Manual alleged to have been violated;
- G. the signature of the grievant and the date.

All employee grievances must be filed by the aggrieved employee(s). The grievance must be filed within five (5) business days after the employee knew or should have known of the cause of such grievance. The following procedures shall be followed:

A. Principal/Supervisor:

If an employee believes they have a matter subject to the grievance procedure, the employee shall present the grievance to their immediate supervisor. If applicable, the employee shall perform the assigned task and grieve later. The Principal/Supervisor shall, within five (5) business days, inform the employee in writing of their decision.

B. District Administrator:

In the event the Principal's/Supervisor's decision does not resolve the problem, the employee may, within five (5) business days of the date the Principal's/Supervisor's written decision is issued, present their grievance in writing to the District Administrator. This grievance shall fully state the details of the problem and suggest a remedy. The District Administrator shall, within five (5) business days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) business days. This step does not apply to any grievance related to action by the Board that directly affects the grievant.

C. Hearing Before an Impartial Hearing Officer:

In the event the matter is not resolved to the employee's satisfaction by the District

Administrator, the employee may, within five (5) business days of the date of the written decision of the District Administrator, request in writing that the matter be referred for a hearing before an Impartial Hearing Officer. The Board shall appoint a Hearing Officer for the purpose of conducting the hearing. If the District Administrator denies the grievance based on whether the grievance is timely or relates to a covered matter (i.e. workplace safety, discipline, or termination), the matter shall be referred to the Board for determination of whether the grievance may proceed. If the Board determines the grievance may proceed, it will then be referred to the Impartial Hearing Officer. The Board may appoint a Hearing Officer or panel of potential Hearing Officers from which to select an officer for this purpose, either on an ad hoc basis or by resolution adopted for a school year, and delegate to the District Administrator the responsibility to arrange for such hearing with one (1) of the selected officers. When the grievant is the District Administrator, the Board's legal counsel shall be responsible for the selection of the Hearing Officer and arranging a hearing.

Each grievance shall be heard by a single Hearing Officer and such hearings shall be private. The employee and the District may present witnesses and each side may select one (1) individual to attend the hearing as a representative. Any employee representative selected shall be at no expense to the District.

The Hearing Officer may only consider the matter presented to him/her in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance. The Impartial Hearing Officer shall have authority to run the hearing, including administering oaths, admitting evidence into the record, providing for transcription, etc. The Officer may not modify any Board policy and may not issue decisions on matters not presented to the Principal/Supervisor in the initial grievance. Any fees or costs charged by the Impartial Hearing Officer shall be paid by the District.

D. Board:

In the event that either party is dissatisfied with the Hearing Officer's decision, that party may, within ten (10) business days, present the grievance in writing to the Board, who shall consider the matter within thirty (30) business days after its receipt unless postponed by mutual agreement. The Board shall review the decision of the Impartial Hearing Officer and may either issue a decision or determine that additional evidence or testimony is necessary and provide for a hearing for that purpose. The Board's decision shall be by a majority vote of a quorum present, which shall be final.

This procedure constitutes the exclusive process for the redress of employee grievances for the subject matter referred to herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with the administration, and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by the administration which has final authority, subject to any applicable Board policy or directive, to resolve the matter.

Time limits contained in this grievance procedure outlined above may be extended by mutual consent of the parties. If any applicable time limit for advancing the grievance to the next step in the

process is not met, the grievance shall be deemed resolved. Each employee shall be afforded any opportunity to be represented at each step of the grievance procedure by a representative of the employee's choice and at no expense to the District.

For purposes of this grievance procedure, the following definitions shall apply:

- A. Workplace safety means those conditions related to physical health and safety of employees enforceable under Federal or State law or District rule related to the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence, and accident risks.
- B. Termination does not include voluntary resignation or retirement, nor does it include position elimination due to a reduction in force under Policy 3131 - Reduction in Staff.
- C. Employee discipline refers to unpaid suspensions, written reprimands, or demotion, but excludes performance conferences/evaluations, staff assignments, improvement plans, or oral counseling or reprimand unless a written record of the reprimand is placed in the employee's file. Nonrenewal of a contract under 118.22 or 118.24, Wis. Stats. shall be considered disciplinary if for misconduct or performance reasons.
- D. Business day means weekdays, excluding any District recognized holiday that falls on a weekday, but does not exclude weekdays during scheduled break periods.

SECTION 4 EMPLOYEE BENEFITS APPLICABLE TO ALL EMPLOYEES

4.1 FRINGE BENEFITS

The policies in this section apply to all regular full-time and part-time employees. Proration shall occur where applicable. Any change in benefit level based on years of service shall occur on July 1 of the year proceeding (after) the employee's anniversary date.

Individuals hired for limited term employment are not eligible for these benefits. Benefits are prorated on normal scheduled hours of employment.

4.2 JURY DUTY – WAGE PAYMENT

If it becomes necessary for an employee to serve jury duty, staff members will be paid regular pay during any work days missed. There shall be no restriction upon the number of days for which the wage may be paid as long as the days of jury duty are verified by the clerk of court or another court official. Staff members who receive pay for any time spent on jury duty are required to turn over any pay received from the court to the District.

4.3 403(b) TAX SHELTERED ANNUITY PLAN

It is the policy of the Phillips School District (the "District") to offer its employees the opportunity to defer amounts to a plan qualified under §403(b) of the Internal Revenue Code of 1986 (IRC), as now in effect or as hereafter amended. To carry out this policy, the District Administrator or Designee shall establish any necessary procedures to serve the interests of the District and its employees, as well as to remain in compliance with all applicable federal and state laws. The policy of the District will require any vendor approved by the District to receive contributions through the District's 403(b) Plan to certify that it will comply with the requirements of IRC §403(b), federal regulations, the terms of the District's 403(b) Plan document, and will execute an agreement with the District. In the absence of such a certification, such vendor shall not be permitted to serve as a recipient of contributions.

4.4 EMPLOYEE ASSISTANCE PROGRAM

A. Introduction:

Recognizing that employees and their families can develop personal problems that may jeopardize their health, family structure, or employment, the School District of Phillips has established an Employee Assistance Program (EAP) to help employees and their family members receive timely assistance to overcome such problems.

Employees may seek help on their own initiative or supervisors may ask employees to obtain assistance because of job performance problems. To seek assistance, employees may contact the District office or an administrator.

B. Employee Assistance Policy

The School District of Phillips regarding the operation and use of the EAP:

1. Views as remediable personal problems, difficulties in daily living, alcoholism and other drug dependencies and/or abuse, marital or family distress, emotional distress, impact of disability and chronic disease on individuals and families, family violence, separation, divorce and others.
2. Encourages early identification of such problems and use of appropriate resources in the community.
3. Operates this program in compliance with federal regulations regarding confidentiality.
4. Assures that employees' job security or promotional opportunities are not jeopardized solely because they seek such assistance or because they refuse to seek it.
5. Offers the services of the program to the employees and their immediate family members.
6. Keeps employees and their families aware of the program.

C. Program Description

The Employee Assistance Program recognizes that everyday life can be stressful and can affect an employee's health, well-being, and performance. The Employee Assistance Program can aid employees in finding solutions. It is a confidential place that employees can use to find answers that work for them. With EAP, employees can receive no-cost, confidential help for a wide variety of needs and concerns which include: alcohol or drug addictions; anxiety, childcare; depression; eating disorders; eldercare; family conflict; financial or legal concerns; marital difficulties; parenting concerns; problem gambling; relationship problems; stress management.

The Employee Assistance Coordinator has the responsibility to implement and sustain the Employee Assistance program throughout the School District.

D. Referral Process:

1. Self-Referral:

Employees with personal problems are encouraged to seek assistance on their own initiative before health or job performance are adversely affected. Employees can discuss their difficulties, on a confidential basis, with any building or district administrator.

2. Supervisory Referral:

Supervisors continually monitor employee job performance. When a job performance problem is identified, the Supervisor will follow a corrective and/or disciplinary process as outlined in the Employee Handbook or in applicable labor agreements. The Supervisor may remind the employee of the availability of the EAP and encourage the employee to utilize the services. At the discretion of the District, the contact may be offered as an alternative to corrective action and/or discipline, although it does not prevent supervisors from taking appropriate disciplinary action in dealing with performance problems. Use of the EAP may prevent further deterioration in job performance and additional disciplinary action.

E. Goals of an Employee Assistance Program

School District of Phillips has initiated an Employee Assistance Program with the following goals established:

1. To encourage the earliest possible diagnosis, treatment and other appropriate help in all situations where employee well-being, health and/or job performance have been affected.
2. To coordinate in-house and community-helping services so that, when possible, employees seeking help can benefit from the best combination of appropriate helping and therapeutic services.
3. To help employees attain and/or maintain their full potential on the job.
4. To reduce the economic costs to the employer and to the employee of persistent personal problems.
5. To add to the constructive options that management, labor, and employee services have in addressing job performance, health, and safety in the work place.

6. To improve overall labor and management relations in the area of employee personal problems.

The program will seek to achieve these goals in a manner compatible with School District objectives, policies, and procedures and will utilize existing community resources as much as possible. The privacy and rights of the employees will be protected in accordance with the law.

4.5 FAMILY & MEDICAL LEAVE ABSENCE (FMLA) (Policy 3430.01/4430.01 – Neola 2023)

Introduction

In accordance with Federal and State law, the Board will provide family and medical leave to staff. The Board's Family and Medical Leave Act policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the Wisconsin Family and Medical Leave Act ("WFMLA"). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

Family and medical leave taken under this policy may be covered by Federal law, State law, or both. When leave taken by a staff member under this policy is governed by both Federal and State law, the more generous provision will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. In this regard, staff members should note that certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other policies will run concurrently (at the same time).

Eligibility Requirements

To be eligible for leave under the FMLA, a staff member must have been employed by the Board for at least twelve (12) months in the past seven (7) years and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the requested leave.

To be eligible for leave under the WFMLA, a staff member must have been employed for more than fifty-two (52) consecutive weeks and have worked or been paid for at least 1,000 hours in the preceding fifty-two (52) weeks. The kind and amount of leave available to the staff member under this policy, as well as the staff member's rights during leave, depend upon whether the staff member satisfies the above requirements.

Qualifying Reasons for Leave

The Board provides family and medical leave for eligible staff members under the following circumstances:

- A. for the birth of the eligible staff member's child and to care for a newborn child
- B. for placement with the eligible staff member of a child for adoption or foster care
- C. to care for an eligible staff member's spouse, child or parent with a "serious health condition"

The term "child" generally includes a legal ward or a biological, adopted foster or stepchild. For leaves governed exclusively by the FMLA, the term also includes a son or daughter for whom the staff member has assumed the day-to-day obligations of a parent. A child must be **either** under eighteen (18) years of age or unable to care for themselves due to a physical or mental disability or, for leave under State law only, unable to care for themselves due to a serious health condition.

"Parent" includes a staff member's spouse's legal guardian only if the staff member is requesting leave under the WFMLA.

"Spouse" includes a qualified domestic partner for leaves governed by the WFMLA. Domestic partnerships must be registered with the county of residence and proof of such registration may be requested prior to approval of leave. Unregistered domestic partners must demonstrate that they are 1) both over age eighteen (18); 2) not in a domestic partnership or marriage with another individual; 3) they share a common residence; 4) they are not related in any way that would prohibit marriage under Wisconsin law; 5) they consider each other to be immediate family members and agree to be responsible for the other's living expense.

- D. because of a serious health condition that makes the eligible staff member unable to perform the essential functions of the staff member's position
- E. because of a qualifying exigency resulting from active military service by the employee's spouse, son, daughter, or parent in covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves

Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; (maximum fifteen (15) calendar days); 7) post-deployment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- F. to care for a service member who is the employee's parent, spouse, child or next of kin who, while on active military duty, sustains a serious injury or illness or aggravation of a pre-existing illness or injury while in the line of duty, while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, in the line of duty which renders the service member medically unfit to perform the member's office, grade, rank, or rating

Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers. Leave is available for up to twenty-six (26) weeks in a twelve (12) month period. This type of leave is available for serious injury or illness which results in:

1. inpatient medical treatment, recuperation or therapy;
2. outpatient services at a military treatment facility or assignment to a unit established for the purpose of providing command and control of service members receiving outpatient medical services; or
3. assignment to the temporary disability retired list.

The maximum twenty-six (26) weeks of Federal leave to care for a service member includes, and is not in addition to, all other FMLA leave. In other words, employees may not take more than a total of twenty-six (26) weeks of FMLA leave during a single twelve (12) month period for any qualifying reasons under the FMLA. For instance, if an employee takes the maximum twelve (12) weeks of Federal FMLA leave for the staff member's own serious health condition, the employee may then only take fourteen (14) weeks of FMLA leave within that same twelve (12) month period to care for a military family member injured in the line of duty.

The District Administrator will determine whether an employee's request for leave qualifies under one (1) of the above categories.

Amount of Leave Available

Under the FMLA, if the staff member satisfies the eligibility requirements set forth above, the staff member is entitled to a total of twelve (12) work weeks of leave in a twelve (12) month period measured forward from the date of any employee's first FMLA usage for any of the reasons stated above, with the exception of leave to care for an injured service member, which is provided as described in (F) above.

Under the WFMLA, if the staff member satisfies the eligibility requirements set forth above, the staff member is entitled to ten (10) work weeks of leave in a calendar year as follows:

- A. a total of six (6) weeks of leave for the birth of the staff member's natural child and/or the

- placement of a child with the staff member for, or as a precondition to, adoption;
- B. a total of two (2) weeks of leave to care for a covered family member with a serious health condition; and
- C. a total of two (2) weeks of leave due to the staff member's serious health condition.

Board policy calls for concurrent Federal/State leave coverage whenever a staff member is eligible for leave under both the FMLA and WFMLA to the extent available under the law. All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

Definitions of Serious Health Conditions

In conjunction with the certification provided by a healthcare provider, the Board reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling a staff member to family or medical leave under State or Federal law.

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one (1) of the following:

A. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital or other care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

B. Absence Plus Treatment

A period of incapacity of more than three (3) consecutive calendar days* (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

1. treatment two (2) or more times by a healthcare provider, a nurse, physician's assistant or physical therapist under a healthcare provider's supervision, order or referral as appropriate within thirty (30) days of the first date of incapacity; or
2. treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider and occurs within seven (7) days of the first day of incapacity.

*Under the WFMLA, leave may also be available for a "serious health condition" of less than three (3) consecutive days in duration.

C. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

D. Chronic Conditions Requiring Treatment

A chronic condition which:

1. requires periodic visits of at least two (2) times per year for treatment by a healthcare provider, or by a nurse or physician's assistant under a healthcare provider's supervision;
2. continues over an extended period of time (including recurring episodes of a single underlying condition); and
3. may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

E. Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The staff member or their family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider (e.g., Alzheimer's disease, a severe stroke, or the terminal stages of a disease). The continued existence of such a chronic condition is subject to certification no more than once every six (6) months.

F. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, including: cancer (chemotherapy, radiation, etc.); severe arthritis (physical therapy); or kidney disease (dialysis).

Required Staff Member Notice

The staff member must provide the District Administrator with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for the staff member's own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption under the WFMLA, the staff member must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to

uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice must be given as soon as practical. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

Staff members must provide an explanation as to why proper advance notice was not provided in such cases and may be required to verify the explanation. Notice that was not provided timely without reasonable explanation may result in the denial of the leave request.

The staff member must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a FMLA leave request form to the District Administrator (forms available from the U.S. Department of Labor).

When planning medical treatment, the staff member should consult with their supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the staff member's healthcare provider. The staff member is ordinarily expected to consult with their supervisor in order to work out a treatment schedule which best suits the staff member's needs, as well as the District's.

If a staff member must take more leave than originally anticipated, they must notify the District Administrator within two (2) business days of learning of the circumstances necessitating the extension.

Certification By Healthcare Provider

If a staff member requests leave due to their own serious health condition or the serious health condition of their spouse, child or parent, the Board requires that the leave request be supported by certification issued and signed by the healthcare provider for the individual with a serious health condition. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed. The Board reserves the right to certify all information permitted by law.

The staff member must provide the fully completed certification to the District Administrator within fifteen (15) calendar days of the date that the certification is provided to the staff member, unless it is not practicable to do so despite the staff member's diligent, good faith efforts. If it is not practicable to return the certification within fifteen (15) calendar days, it must be returned to the District Administrator as soon as practicable.

If the staff member fails to submit the certification, the leave or continuation of leave may be delayed until the certification is submitted. Further, any absence prior to the date the certification is furnished may be considered unauthorized. A staff member who is absent without authorization may be disciplined, up to and including termination.

The District Administrator will give a staff member a reasonable opportunity to cure any deficiency in a certification, but not fewer than seven (7) calendar days. It is the responsibility of the staff

member or family member with a serious health condition to use a healthcare provider who will complete and furnish an accurate certification in a timely manner.

A member of the administration, other than the staff member's direct supervisor, may contact the healthcare provider to clarify illegible answers and to authenticate the certification. If the certification is incomplete or otherwise unclear, the administrator must request that the employee obtain updated or completed information from the healthcare provider and return it directly to the administrator.

If the District Administrator doubts the validity of a certification, the District Administrator may require, at the Board's expense, that the staff member obtain a second opinion from a Board-designated provider, not regularly employed by the Board. If the opinions of the staff member's and the Board's healthcare providers differ, a third, final and binding opinion may be obtained. The staff member must cooperate in obtaining a second or third opinion including facilitating the transfer of pertinent records to the subsequent healthcare providers.

The District Administrator may request re-certifications on a periodic basis as permitted by law.

Designation of Leave

In all circumstances, it is the responsibility of the District Administrator to designate leave, whether paid or unpaid, as FMLA leave and to give the staff member notice of the designation and their rights and responsibilities under this policy.

The District Administrator will give the staff member the notice on each occasion that the staff member notifies their supervisor of the need for leave that may be FMLA-qualifying, including, but not limited to, when the staff member requests another type of leave for an FMLA-qualifying reason. In the case of intermittent or reduced schedule leave, only one notice will be provided unless the circumstances regarding the leave have changed.

Absent extenuating circumstances, the District Administrator will provide to the employee a "Designation Notice" stating whether a request for leave has been approved or denied within five (5) business days. At a minimum, the staff member will be verbally notified whether leave is being designated as FMLA leave within five (5) business days of the date the staff member provides information to the District Administrator sufficient to enable the District Administrator to determine that the leave is being taken for an FMLA-qualifying reason.

The District Administrator will confirm the verbal notice with the written notice as soon as feasible, but no later than the first payday following the verbal notice (unless the payday is less than one (1) week after the verbal notice, in which case the notice must be no later than the subsequent payday).

Manner In Which Leave Can Be Taken

Leave available under this policy may be taken in full and, under certain circumstances, may also be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. Reduced schedule leave is leave that reduces the

usual number of working hours per day or week. The staff member must consult with their supervisor and make a reasonable effort to schedule intermittent or reduced schedule leave so it does not unduly disrupt the District's operations.

When leave is governed only by the FMLA intermittent or reduced schedule leave to be with the employee's newborn child, or after the placement of a child with the employee for adoption or foster care, requires the District's agreement, unless the intermittent or reduced schedule leave is due to a serious health condition. Intermittent or reduced schedule leave due to a serious health condition must be medically necessary. Medically necessary means there must be a medical need for the leave and the leave can be best accommodated through an intermittent or reduced leave schedule, as certified by the healthcare provider in the Certification.

When leave is governed only by the FMLA, the District Administrator may offer a staff member a temporary transfer to another position for which the staff member is qualified with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave when the need for leave is foreseeable based on planned medical treatment or the staff member takes such leave for the birth of a child or for placement of a child for adoption or foster care. The staff member may reject this offer in which case there will be no adverse effect on the leave or entitlement to return to the same or similar position following leave. Any time spent by the staff member in an alternative position will not count against the employee's FMLA leave entitlement.

Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule governed only by the FMLA, which would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave, must elect either to:

- A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- B. transfer temporarily to an available alternative position offered by the District Administrator for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

The District Administrator may require instructional staff members who take Federal leave near the end of an academic term to extend their leave through the end of the academic term if:

- A. the leave is commenced more than five (5) weeks from the end of the term but the employee intends to return during the final three (3) weeks of the term and the leave is longer than three (3) weeks in duration;
- B. the leave is commenced within five (5) weeks of the end of the term and the employee intends to return during the final two (2) weeks of the term and the leave period was at least two (2) weeks in duration; or
- C. the leave commences within three (3) weeks of the end of a term and the leave was at least

five (5) working days in duration.

Staff members whose leave is extended at the end of an academic term under this section will be charged against their FMLA entitlement only the time that they required for purposes of their leave.

Coordinating Leaves - Substitution

Generally, leave taken under this policy is unpaid. However, for leave governed exclusively by the FMLA, the staff member must use the following leaves provided by the Board, if available:

- A. vacation or personal leave, if available, for any family or medical leave;
- B. accrued paid family leave (i.e., paid leave covering the particular circumstances for which the staff member is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
- C. accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the staff member's own serious health condition.

A staff member may not substitute paid leave for unpaid FMLA leave taken under this policy in any situation where the Board would not normally provide such paid leave.

For leaves governed by the WFMLA, a staff member may substitute paid or unpaid leave, which the staff member has earned and accrued, for leave taken under this policy, if available. The Board reserves the right to deny substitution as permitted by law.

Any paid leave substituted for unpaid FMLA leave or WFMLA leave will decrease, in whole or in part, the staff member's FMLA and/or WFMLA leave entitlement.

Continuation of Benefits

A staff member will remain eligible for group health insurance benefits under the Board's group health plan during leave taken under this policy under the same conditions as coverage would have been provided if the staff member had been actively employed during the entire leave. However, the staff member has the option of choosing not to retain such coverage during family or medical leave.

During leave taken under this policy, the Board will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The staff member will be responsible for paying their portion of health insurance premiums regardless of whether the staff member's family and medical leave is paid or unpaid. It is the staff member's responsibility to make arrangements with the District Administrator for making premium payments for group health insurance during leaves.

To the extent permitted by law, the Board reserves the right to require the staff member to place up to eight (8) weeks of health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty (30) days late.

The staff member's entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the Board's policy regarding provision of such benefits when a staff member is on other types of leave.

If a staff member fails to return to work or fails to remain at work for a period provided under the law, the District may recover its portion of the premiums paid for medical benefit coverage during the leave, unless the reason for the staff member's failure to return to work is due to the continuation of the serious health condition or the onset of a new serious health condition.

Accrual of Benefits

The use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave. A staff member will not continue to accrue seniority or any other employment benefit during leave taken under this policy, except that such benefit shall accrue if the staff member elects to use other leaves provided by the Board, and if such benefits would normally accrue during such leave.

Employment Restoration

A staff member will generally be reinstated to the same position they held when leave began or a position with equivalent pay, benefits, and other terms and conditions of employment, if such position remains available, and the staff member possesses the ability to perform the essential functions of the job satisfactorily, with or without any accommodation that may be required by the Americans With Disabilities Act of 1990. The staff member, however, has no greater right to reinstatement or benefits than if the staff member had been actively employed during the leave. Further, if the staff member gives unequivocal notice of intent not to return to work, the staff member is not entitled to be reinstated.

A staff member who exceeds the FMLA/WFMLA leave, but remains off work under a non-FMLA/WFMLA leave policy, is not entitled to reinstatement to the same or a similar position under the FMLA/WFMLA; however, the staff member **may** be eligible to be reinstated under the non-FMLA/WFMLA leave policy.

A staff member who is able to return to work prior to the expiration of leave must notify their supervisor immediately. Upon such notice, the District Administrator will promptly reinstate the staff member to active employment, provided the staff member has the present skill and ability to perform the essential functions of their job satisfactorily with or without accommodation. However, the reinstatement need not occur until the third business day following the staff member's notification of their ability to return to work.

Fitness For Duty Certification

If leave is due to the staff member's serious health condition, the staff member must present certification to return to work to their supervisor upon returning to work. The staff member's principal attending physician must complete the certification. The certification must indicate that the

staff member has been released to return to work. It must also specify any physical or other limitation on the staff member's ability to perform regular or other duties and the duration of the limitations. No certification will be required when the staff member returns from intermittent leave, except as otherwise permitted or required by the Americans With Disabilities Act of 1990.

The certification will be limited to the particular health condition that caused the staff member's need for leave, except as otherwise permitted by the Americans With Disabilities Act of 1990. If the staff member is an "individual with a disability" within the meaning of the ADA, any fitness-for-duty physical examination or inquiry by the District will be job-related and consistent with business necessity.

Reinstatement may be delayed until the staff member submits the certification. Under such circumstances, if the staff member does not promptly provide a certification or qualify for another leave of absence, the staff member may be disciplined, up to and including termination.

With the staff member's permission, the Board's healthcare provider may contact the staff member's healthcare provider to clarify and authenticate the certification, but no additional information may be requested or required, and the staff member's return to work may not be delayed while the contact is being made. No second or third fitness for duty certification may be required.

Confidentiality

All medical information relating to leave, whether written or verbal, shall be kept confidential to the maximum extent possible. All medical documents including, but not limited to, medical certifications and return-to-work statements must be maintained in confidential, secure files separate from personnel files.

No Discrimination

Leave under this policy will not be used as a negative factor in employment actions, such as hiring, promotions, disciplinary actions or under attendance policies.

Miscellaneous

The District Administrator may designate another administrator to perform their duties under this policy.

A staff member who fraudulently obtains leave under this policy is not protected by this policy's job restoration or maintenance of health benefits provisions.

The District Administrator shall see that the policy is posted properly.

The District Administrator shall provide a copy of the policy upon the request of a staff member.

4.6 MEDICAL AND DENTAL INSURANCE

There shall be no cash payments in lieu of insurance.

Effective July 1, 2013, the District's contribution toward single or family medical insurance premiums will be 80% for full-time employees and 60% for a family plan for less than full-time employees. Health insurance plan design is determined by the District and may include a health reimbursement account ("HRA"). Effective July 1, 2013, the District contributions toward single or family dental insurance will be 80% for full-time employees and 60% for a family plan for less than full-time employees.

The District contribution to employee medical and/or dental insurance will be prorated based on the base annual days of employment, and base hours per week. The full District contribution will be allowed for twelve-month (260 days) employees scheduled for at least 30 hours per week and for all full-time contractual teaching and professional staff.

Beginning September 1, 2019, employees who work less than 30-hours per week, will be offered single insurance coverage with the district paying 80% of the premium. Current employees and current recruits will be grandfathered in to previous Handbook language.

4.7 DISABILITY INSURANCE

The District will provide long-term disability insurance for all employees who work more than 600 hours per year. The District will pay for the cost of this coverage. The plan shall provide for income continuation of up to 66 2/3% of an employee's annual salary.

4.8 LIFE INSURANCE

The District will provide life insurance for all employees who work at least 15 hours per week on a regular basis. Employees will have the option to purchase additional life insurance beyond what is provided by the District.

4.9 EMPLOYEE TRUST FUNDS (ETF)/WISCONSIN RETIREMENT SYSTEM (WRS)

The District will contribute the employer portion of the required contributions toward the Wisconsin Retirement System (WRS) as determined by the Employee Trust Funds Board.

Each employee shall be required to contribute an amount equal to one-half of all required contributions towards the Wisconsin Retirement System (WRS) as determined by the Employee Trust Funds Board.

4.10 PAID LEAVE PROVISIONS

4.10.1 PAID TIME OFF

All 9 and 10-month employees shall receive 11 paid leave days per year, 11-month employees shall receive 12 paid leave days per year, and 12-month employees shall receive 13 paid leave days per year. All are cumulative to 62 days. Paid time off can be used for the employee's illness, the illness of an immediate family member or for medical or dental appointments. Paid time off can also be used for legal business or household matters which require absence during working hours. Also, two of the annually accrued days will be deemed personal days. In all cases other than illness, application to the employee's immediate supervisor shall be made at least two days before taking such leaves (except in the case of emergencies).

An employee's supervisor may require verification of illness to be submitted at the supervisor's discretion in cases of suspected PTO abuse, but typically such verification will not be required for absences of less than three consecutive work days.

An employee who is increasing or decreasing their number of work hours shall have their accumulated paid leave days adjusted to reflect the new workday that they are working.

4.10.2 BEREAVEMENT

In the event of the death of a member of an employee's immediate family, employees who are scheduled to work will be granted consecutive days of paid leave in order to make necessary funeral arrangements, family decisions related to the deceased and/or attend the funeral. For purposes of this provision, "immediate family" shall be defined as including husband, wife, father, mother, child, sister, brother, grandparents, grandchild of employee or spouse-including step and in-law or any other member of the family unit living in the same household.

Bereavement leave is not deducted from current or accrued PTO days. The following guideline will be applied to all employees:

All employees expected to work 186 or more full days receive four (4) bereavement days per event.

All employees who are less than full time will receive two (2) bereavement days per event.

The Employer recognizes that "immediate family" may not recognize people whom we care deeply about. In these instances, other forms of paid or unpaid leave may be available for use. Please see your supervisor to discuss any requests.

4.10.3 MEDICAL LEAVE OF ABSENCE

1. The employee is required to notify the District Administrator or designee in writing as soon as they are aware of a medical condition which will require absence from work any time in the future.
2. The employee must provide a statement indicating that they plan to return to work at the end of this period of medical disability.
3. Paid time off will be provided the employee, not to exceed the number of paid leave days accumulated, during the time a physician certifies that the employee remains at home for reasons of the employee's health.
4. The above provisions shall apply to maternity leave.

4.10.4 SEVERANCE/PAID TIME OFF (PTO) LEAVE PAYOUT

Employees will be paid for accumulated paid leave days upon resignation or retirement according to the following conditions:

1. To receive severance/PTO payout upon resignation, a 30 day notice prior to the effective date of the resignation must be made to the administration in writing by the employee, unless agreed to by both parties.
2. Employees who are terminated for cause are not eligible for PTO payout.
3. One hundred percent (100%) of unused PTO, may count towards paid leave payout.
4. PTO payout may be collected only if the employee leaves after a minimum of ten (10) years of continuous service with the District as a regular full-time or regular part-time employee.
5. Each PTO payout day accumulated will be paid out at a rate of 25% of daily rate for support staff.
6. In case of the death of an employee who has accumulated PTO, the benefit would be paid to their surviving spouse or estate

4.11 UNPAID LEAVE PROVISIONS

In the event an employee has exhausted all available leave options, said employee may request unpaid leave. Unpaid leave requests must be in writing and will be granted at the discretion of the District Administrator and the availability of a suitable substitute.

All unpaid leave will require the employee to reimburse the District the prorated portion of all benefits accrued by the employee during the unpaid leave portion of the employees contracted days of employment. The District office will calculate the cost of maintaining benefits pertaining to the unpaid leave request in advance of the request if submitted two days prior to the start of the leave. The district accounting clerk will schedule the payroll deduction of the prorated portion to be executed on the first payroll after the utilization of the unpaid leave days. The employee may request to have the balance of the payroll reduction amount spread out over remaining pay periods, however, the payroll reduction must be accounted for within the fiscal year the unpaid leave was taken.

SECTION 5 EMPLOYEE BENEFITS-PROFESSIONAL STAFF

5.1 CERTIFIED PERSONNEL

5.1.1 QUALIFICATIONS

An applicant to teach or hold any position requiring Department of Public Instruction (DPI) certification in any of the schools within the School District of Phillips must have satisfied the requirements of the DPI and hold a certificate from the Department showing acceptance for the position sought.

5.1.2 APPOINTMENT

The District Administrator shall interview and nominate to the Board qualified persons for appointment to positions which are vacant or created.

5.1.3 ASSIGNMENT OR TRANSFER

The District Administrator, with the aid of his/her supervisory staff, shall assign and transfer all instructional and non-instructional personnel. He/she shall make recommendations to the board for the promotion or dismissal of any instructional or non-instructional personnel.

5.2 EMPLOYMENT OF SUBSTITUTES (Policy 3120.04 © Neola 2022)

The Board recognizes the need to procure the services of substitutes in order to continue the operation of the schools as a result of the absence of regular personnel. This policy does not apply to regular contracted teachers hired to serve as permanent substitute teachers and whose employment is governed by Policy 3120 - Employment of Professional Staff.

The District Administrator shall make appropriate arrangements to assure the availability of substitutes for assignment as services are required to replace temporarily absent regular staff members and to temporarily fill new positions. Such assignment of substitutes may be terminated, including permanent removal from the substitute teaching roster, when their services are no longer required or for other reasons as determined by the District Administrator that are not arbitrary, capricious, or discriminatory.

Substitutes must possess appropriate certification to teach as a substitute. The District Administrator may determine what licensure is required and make allowances for the use of alternative forms of certification, emergency certification, and other such options as permitted by law. There must also be verification that a satisfactory background check has been conducted by the Department of Public Instruction or appropriate State agency.

In order to retain well-qualified substitutes for service in this District, the Board will offer compensation at a rate set annually by the Board.

A substitute employed for ten (10) consecutive days in the same professional position shall be paid a salary not less than the minimum salary on the current salary schedule and granted the privileges provided regular staff.

A substitute shall be paid actual hours worked once the substitute is called.

Relatives of staff members may be employed by the Board, provided the staff member being employed is not placed in a position in which they are supervised directly by a staff member who is related.

Prior to the end of the school year, District employed substitutes, who the District intends to employ for the ensuing school year, will receive a letter of reasonable assurance of continued employment.

SECTION 6 EMPLOYEE BENEFITS-SUPPORT STAFF

6.1 FRINGE BENEFITS

The policies in this section apply to all regular full-time and part-time support staff employees. Proration shall occur where applicable. Any change in benefit level based on years of service shall occur on July 1 of the year proceeding (after) the employee's anniversary date.

Individuals hired for limited term employment are not eligible for these benefits. Benefits are prorated on normal scheduled hours of employment.

6.2 PAID VACATIONS

All nine (9) month employees: None.

All full-time twelve (12) month employees as follows:

- Less than two (2) years of service: Five (5) days vacation awarded on the first day of hire (One (1) day vacation for each two (2) months worked, not to exceed five (5) working days.)
- Two (2) to ten (10) years service: Two (2) weeks vacation.
- Ten (10) to fourteen (14) years service: Three (3) weeks vacation.
- Beyond fifteen (15) years of service: Four (4) weeks vacation.

No vacation carry forward will be allowed.

Vacations shall be taken in the year in which vacation is earned, between July 1st and June 30th except upon prior arrangement with the supervisor.

6.3 PAID HOLIDAYS

Paid holidays are as follows:

- Nine (9) month employees shall receive four paid holidays- Labor Day, Thanksgiving, Christmas, and Good Friday.
- Twelve (12) month employees shall receive ten paid holidays - Fourth of July, Labor Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, Christmas, New Years Eve, New Years Day, Good Friday, and Memorial Day
- Employees over nine (9) months but less than twelve (12) months will receive a prorated paid holiday amount.

In order to qualify for holiday pay, both 9-month and 12-month employees on an hourly rate must be present on their regularly scheduled workday preceding and following the paid holiday, unless a scheduled vacation is taken or a doctor's certificate verifies illness or funeral leave is used. Employees will be paid on the basis of their regular daily rate for the week of the holiday.

6.4 FAIR LABOR STANDARDS ACT (FLSA) (Policy 6700 © Neola 2018)

It is the Board's policy to comply with the provisions of State and Federal Law and their respective implementing regulations, relating to minimum wages and overtime. To that end, the Board shall pay at least the minimum wage to all employees. Further, the Board recognizes the safe and efficient operation of the District may occasionally require covered, non-exempt employees to work more than forty (40) hours during a given work week. Such employees shall be paid overtime compensation.

Work week is defined as the seven (7) day period of time beginning on Sunday at 12:00 a.m. and continuing to the following Saturday at 11:59 p.m. (or Monday at 12:00 a.m. and continuing to the following Sunday at 11:59 p.m.)

Covered, non-exempt employees who work (i.e., perform work on behalf of or for the benefit of the Board) more than forty (40) hours in a given work week will receive overtime compensation at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) in the work week. Payment will be in the form of wages.

The District Administrator or his/her designee shall determine the necessity and availability of overtime work.

Overtime may be authorized only by a supervisor and will be used primarily to address circumstances of an emergency or temporary nature. Non-exempt employees who work overtime without prior approval from the District Administrator or a supervisor will be subject to disciplinary action, up to and including termination.

Non-exempt employees who perform compensable work that they are not authorized to perform, will be compensated for any actual worktime, but will be subject to disciplinary action.

Exempt employees are individuals who are exempt from the State and Federal overtime provisions. Generally, individuals employed in a bona fide executive, administrative, administrative academic, or professional capacity, and certain computer employees are considered exempt. To qualify for the exemption, employees generally must meet certain tests regarding their job duties and be paid on salary basis. The salary requirement does not apply to teachers. Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. Additionally, the predetermined amount cannot be reduced because of variation in the quality or quantity of the employee's work. Subject to certain exceptions, an exempt employee must receive the full salary for any work week in which the employee performs any work, regardless of the number of days or hours worked.

The Board reserves the right to make deductions from the pay of otherwise exempt employees under the following circumstances:

- A. the employee is absent from work for one (1) or more full days for personal reasons other than sickness or disability

- B. the employee is absent from work for one (1) or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness
- C. for unpaid disciplinary suspensions of one (1) or more full days imposed in good faith for workplace conduct rule infractions
- D. for penalties imposed in good faith for infractions of safety rules of major significance

The Board shall also not be required to pay the full salary in the initial or terminal week of employment, or for weeks in which an exempt employee takes unpaid leave under the Family & Medical Leave Act.

The Board recognizes that with limited legally permissible exceptions, no deductions should be taken from the salaries of exempt employees. If an exempt employee believes that an improper deduction has been made to his/her salary, the employee should immediately report this information to the Business Manager.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made, and the Board will make a good faith commitment to avoid any recurrence of the error.

6.5 SUPPORT STAFF RECRUITING/HIRING

The District Administrator shall employ support staff members who have such licensing, training and skills as may be required to successfully carry out the requirements of the position. Specific qualifications and the essential job functions shall be listed in regard to such positions.

The administration shall be responsible for the recruitment and selection of support staff in the District subject to Board approval.

6.6 SUBSTITUTE AND PART-TIME SUPPORT EMPLOYMENT

The District Administrator or his/her designee is responsible for the support staff staffing of the District. When the need for temporary or part-time employees is evident, the District Administrator or his/her designee has the responsibility for hiring the necessary help.

SECTION 7 COMPENSATION

7.1 RETIREMENT

7.1.1. EARLY RETIREMENT-CERTIFIED PERSONNEL

Effective July 1, 2013, teachers shall be categorized according to years of consecutive, full time teaching service to the District for purposes of determining their early retirement benefits under this Section. Such classification is not subject to change.

For purposes of the continuous years of teaching service requirement provided for in this Section, service shall not be deemed interrupted if the employee is on full or partial layoff for two (2) consecutive years or less and subsequently returns to a full-time teaching position, provided however that the teacher shall not continue to accrue years of service while on such layoff. If, at the end of such two year period, the laid off teacher does not return to a full-time teaching position, then the potential retirement benefit accrual for purposes of the requisite continuous years of service shall start over again at zero.

A teacher must notify the School Board in writing by February 1st of his/her intent to retire at the conclusion of the applicable school year and complete the school year immediately preceding the date of retirement in order to be eligible for any early retirement benefits provided for in this Section.

The District retains the right to bargain individually with teachers at its discretion with respect to early retirement benefits.

- A. Teachers with at least 25 years of consecutive, full time teaching service to the District as of July 1, 2013 shall be eligible for the following once they attain the age of 55 (by the end of the contract year in which he/she intends to retire):
1. Upon the eligible teacher's retirement, the District agrees to contribute up to sixty thousand (\$60,000) dollars into a Health Reimbursement Arrangement ("HRA") for the eligible retiree under this subsection. Such contribution shall be made over ten (10) equal installments during the five (5) year period following their retirement or until he/she attains the age of Medicare eligibility, whichever occurs first. Such contributions shall immediately vest with the retiree and his/her heirs as permitted per IRS regulations.
 2. A teacher may elect to remain a member of the District's health insurance group for a maximum of five (5) years or until he/she attains the age of Medicare eligibility if deemed eligible by the carrier; provided, however, that he/she comply with the terms and conditions of this Section, including the full payment of any premiums to the carrier, unless otherwise provided herein. Failure to comply with the requirements of this Section shall result in the retiree being ineligible for the benefits as described. Retirees and their spouses shall be subject to any changes in the terms and conditions of the District's health insurance plans.

3. Beginning 2016-2017, an additional \$1,500 will be added to the retirement total for longevity pay.
- B. Teachers with at least 20 years, but less than 25 years, of consecutive, full-time teaching service to the District as of July 1, 2013 shall be eligible for the following once they attain the age of 55 (by the end of the contract year in which he/she intends to retire):
1. Upon the eligible teacher's retirement, the District agrees to contribute up to forty thousand (\$40,000) dollars into a Health Reimbursement Arrangement ("HRA") for the eligible retiree under this subsection. Such contribution shall be made over ten (10) equal installments during the five (5) year period following their retirement or until he/she attains the age of Medicare eligibility, whichever occurs first. Such contributions shall immediately vest with the retiree and his/her heirs as permitted per IRS regulations.
 2. A teacher may elect to remain a member of the District's health insurance group for a maximum of five (5) years or until he/she attains the age of Medicare eligibility, whichever occurs earlier, if deemed eligible by the carrier; provided, however, that he/she comply with the terms and conditions of this Section, including the full payment of any premiums to the carrier, unless otherwise provided herein. Failure to comply with the requirements of this Section shall result in the retiree being ineligible for the benefits as described. Retirees and their spouses shall be subject to any changes in the terms and conditions of the District's health insurance plans.
 3. Beginning 2016-2017, an additional \$1,000 will be added to the retirement total for longevity pay.
- C. Teachers with at least 15 years, but less than 20 years, of consecutive, full-time teaching service to the District as of July 1, 2013 shall be eligible for the following once they attain the age of 55 (by the end of the contract year in which he/she intends to retire):
1. Upon the eligible teacher's retirement, the District agrees to contribute up to twenty thousand (\$20,000) dollars into a Health Reimbursement Arrangement ("HRA") for the eligible retiree under this subsection. Such contribution shall be made over ten (10) equal installments during the five (5) year period following their retirement or until he/she attains the age of Medicare eligibility, whichever occurs first. Such contributions shall immediately vest with the retiree and his/her heirs as permitted per IRS regulations.
 2. A teacher may elect to remain a member of the District's health insurance group for a maximum of three (3) years or until he/she attains the age of Medicare eligibility, whichever occurs earlier, if deemed eligible by the carrier; provided, however, that he/she comply with the terms and conditions of this Section, including the full payment of any premiums to the carrier, unless otherwise provided herein. Failure to comply with the requirements of this Section shall result in the retiree being

ineligible for the benefits as described. Retirees and their spouses shall be subject to any changes in the terms and conditions of the District's health insurance plans.

3. Beginning 2016-2017, an additional \$500 will be added to the retirement total for longevity pay.
- D. Newly hired teachers and teachers with less than 15 years of consecutive, full-time teaching service to the District as of July 1, 2013 shall be eligible for the following:
1. The District agrees to deposit five hundred (\$500) per year into an HRA for each full-time eligible teacher for a maximum of twenty (20) years (or upon Medicare eligibility whichever occurs first). Such deposit shall be recorded the last week in July following the successful completion of the preceding school year. Deposits will earn interest and carry over from year to year. A teacher will be vested in the HRA when he/she has at least fifteen (15) continuous years of teaching service in the Phillips School District. Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited.
 2. Such teachers will not be eligible to remain a member of the District's health insurance group upon retirement.
 3. Teachers will not be allowed to access any such HRA funds until their retirement from the District.

7.1.2. SICK LEAVE CONVERSION

- A. A teacher anticipating retirement shall be allowed to convert his/her accumulated sick leave that exists on his/her final day of employment at the following rates:
1. Teachers with at least 25 consecutive, full-time years of service to the District as of retirement shall be eligible to convert his/her sick leave at the rate of \$90 per day.
 2. Teachers with at least 20, but less than 25 consecutive, full-time years of service to the District as of retirement shall be eligible to convert his/her sick leave at the rate of \$75 per day.
 3. Teachers with at least 10 years, but less than 20 consecutive, full-time years of service to the District as of retirement shall be eligible to convert his/her sick leave at the rate of \$60 per day.
 4. Teacher that resigns (not retirement) with 10+ years of service shall be eligible to convert his/her sick leave at a rate of \$60 per day.

- B. Such sum shall have no cash value, but rather shall be placed into the teacher's HRA upon their retirement.

7.2 WAGES

The District is prohibited from engaging in collective bargaining with its employees on any form of compensation except for total base wages. Premium pay, merit pay, automatic pay progressions and any other form of supplemental compensation may be considered, but not bargained, by the employer.

Upon initial employment in the District, the Board of Education, at its own discretion, will determine new employee's salary. Wages shall be negotiated by law.

The District has the right to freeze an employee's compensation if the employee is on an improvement plan.

7.2.1 CERTIFIED PERSONNEL

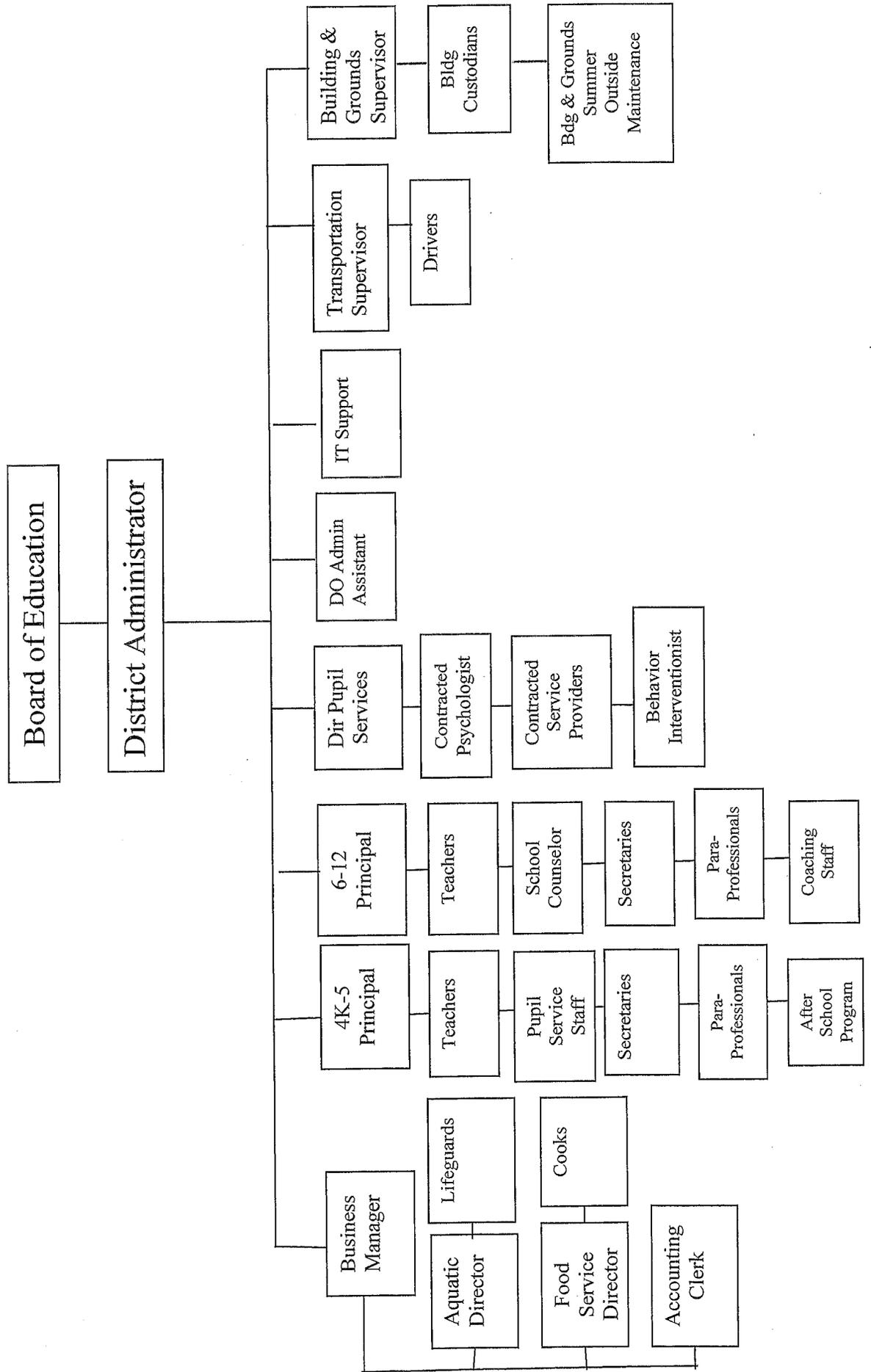
See Appendix

7.2.2 SUPPORT STAFF PERSONNEL

See Appendix B.

Unless provided otherwise by an individual contract, all non-certified personnel shall be paid on an hourly basis.

APPENDIX A
SCHOOL DISTRICT OF PHILLIPS
2025-2026 School Year



APPENDIX B

Professional Staff Salary Schedule

<u>STEP</u>	<u>Inc \$2,000 Annually</u>
A	\$43,000.00
B	\$45,000.00
C	\$47,000.00
D	\$49,000.00
E	\$51,000.00
F	\$53,000.00
G	\$55,000.00
H	\$57,000.00
I	\$59,000.00
J	\$61,000.00
K	\$63,000.00
L	\$65,000.00
M	\$67,000.00
N	\$69,000.00
O	\$71,000.00
P	\$73,000.00

Approved by the Board of Education on 4/30/2025.

Hourly Support Staff Pay Schedule 2025-26

Position	Starting	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
Lead Secretary	\$16.44	\$16.78	\$17.11	\$17.45	\$17.80	\$18.15	\$18.51	\$18.89	\$19.26	\$19.65	\$20.05
Building Secretary	\$15.92	\$16.24	\$16.56	\$16.90	\$17.23	\$17.58	\$17.93	\$18.29	\$18.65	\$19.03	\$19.41
Cook I	\$15.92	\$16.24	\$16.56	\$16.90	\$17.23	\$17.58	\$17.93	\$18.29	\$18.65	\$19.03	\$19.41
Cook II	\$14.86	\$15.15	\$15.45	\$15.77	\$16.08	\$16.40	\$16.74	\$17.07	\$17.41	\$17.76	\$18.11
Custodian I	\$18.04	\$18.40	\$18.77	\$19.14	\$19.52	\$19.92	\$20.31	\$20.73	\$21.14	\$21.55	\$21.99
Custodian II	\$16.97	\$17.31	\$17.65	\$18.01	\$18.36	\$18.74	\$19.11	\$19.49	\$19.88	\$20.28	\$20.68
Paraprofessional	\$15.92	\$16.24	\$16.56	\$16.90	\$17.23	\$17.58	\$17.93	\$18.29	\$18.65	\$19.03	\$19.41

.35 Shift differential for second shift custodians

NEW WIRE WAGES: 2025-2026

Position	2025-2026		
Custodian I	\$18.04	PM Shift	\$.35
Custodian II	\$16.97	PM Shift	\$.35
Cook I	\$15.92		
Cook II	\$14.86		
Bus Driver	\$20.35		
After School Driver	\$16.32		
Special Ed Van Driver	\$17.80		
Paraprofessionals	\$15.92		
Lead Secretary	\$16.44		
Building Secretary	\$15.92		

OTHER BUS DRIVING

Bus Driving Trip Rate	\$17.76
-----------------------	---------

SUBSTITUTE WAGES

Bus Garage Dispatch/Cleaning/Maint	\$15.45
Substitute Bus Driver	\$18.99
Substitute Van Driver	\$17.63
Substitute Custodian	\$16.97
Substitute Cook	\$14.86
Substitute Secretary	\$15.92
Substitute Paraprofessional	\$15.92
Substitute Teacher (Daily)	\$144.28
Substitute Teacher (Hourly)	\$27.58
Substitute Teacher Long-Term (Daily)	\$223.72
Substitute Teacher Long-Term (Hourly)	\$27.96

SUMMER WORKERS

First Year	\$17.65
Returning	\$18.00

