

**SCHOOL DISTRICT  
OF STRATFORD**

**EMPLOYEE HANDBOOK  
2021-22**

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## **SUPERINTENDENT WELCOME**

We welcome you as an employee of the School District of Stratford. The School District of Stratford is a great place to work. The School District of Stratford is also a great place to live, raise a family and send your children to school, however your decision on where to live is completely up to you.

Regardless of where you live, your employment with the school district makes you a member of our larger community. Our school district vision, “schools and community preparing students for a changing world,” shows the commitment that we have for community connections.

We are very proud of our school district. Stratford is large enough to provide a variety of student activities and educational programs, and small enough to provide individual attention. Our students know each other and parents have input into the system.

The best evidence we have that the School District of Stratford is a great place to work is that many of our employees, both professional and support staff, choose to make Stratford the final destination for their careers. We believe that we attract some of the very best employees in the area.

Do not hesitate to contact me if you have a question about the School District of Stratford or employment in the School District of Stratford. I can be reached at 715-687-3130.

Sincerely,

Scott Winch – Superintendent  
School District of Stratford

### MISSION:

Committed to Students, Committed to Community, Committed to Excellence

### VISION:

The School District of Stratford, in partnership with the community, is committed to a collaborative environment for continuous improvement expecting high levels of achievement for all students. The school board and staff are committed to fostering creative, exemplary learners with the skills and enthusiasm to contribute to a constantly changing global society.

### GOALS:

1. Produce lifelong learners who can lead and collaborate in an ever-changing global community.
2. Promote student responsibility and accountability through a safe and secure environment where standards of behavior are defined, communicated and maintained.
3. The District will provide professional development opportunities for all staff and school board members to create continual growth, leading to high academic success for all students.
4. Ensure that students are the first consideration in the educational process.
5. Incorporate differentiated instruction within the classroom to ensure that activities are offered to all levels of learners.
6. Technology will be designed to improve student academic achievement and to develop skills necessary to succeed in the world of work.
7. Promote communication between the school district and the community to aid in the development in our students.
8. To promote a learning environment of tolerance, respect and dignity for students, staff and the community.

## **INTRODUCTION TO YOUR EMPLOYEE HANDBOOK**

The School District of Stratford is committed to working and communicating as a team to provide a safe and positive environment for all students. By providing a quality education that promotes optimal academic and emotional growth, we empower individuals to become caring, competent, responsible citizens, enabling them to succeed in an ever-changing world.

The School District of Stratford has designed this Employee Handbook to acquaint you with the School District's employment policies. While the School District of Stratford believes in the policies described in your Handbook, they are not conditions of employment. Rather, they are presented to you as guidelines and for your information. Nothing in the Handbook is intended to create an express or implied contract of employment with the School District.

Please take the time to read the Handbook carefully and become familiar with its contents. We encourage all employees who have a question about a particular provision of the Handbook to discuss the matter with their immediate supervisor or, if necessary, the Superintendent.

## **ARTICLE 1 - ADMINISTRATION**

### **Section 1.1      Governance Statement.**

Stratford School Board governs the School District solely through its policies, which are divided into the following sets:

- (a) Policies that set goals and expectations for the District.
- (b) Board-Superintendent Relations Policies that define how the Board interacts with the Superintendent.

In addition, the Board sets policies regarding its own function through its Governance Process and Operating Procedures Policies.

The Employee Handbook is approved by the School Board, in compliance with these policies. As such, the School District has the right to amend and add to this handbook at its discretion. The daily operations of the School District are under the authority of the District's Administration.

### **Section 1.2      Management Rights.**

The School Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Wisconsin and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the school related activities of its employees;
- (b) To hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, their dismissal or demotion (i.e., The School Board may withhold any increase in salary when the quality of service rendered does not justify such an advance. An annual increase in salary is based upon job performance.); and to promote and transfer all such employees;
- (c) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the School Board;
- (d) To make final decisions upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature;

(e) To determine class schedules, the hours of instruction, the duties, responsibilities and assignments of all professional staff members, and other employees with respect thereto, non-teaching activities, and the terms and conditions of employment, and to set policies for emergency nursing services.

Nothing contained herein shall be considered to deny or restrict the School Board of its rights, responsibilities, and authority under the laws of the State of Wisconsin or any other national, state, county, district, or local laws or regulations as they pertain to education.

### **Section 1.3      Administration.**

The Superintendent shall be responsible for ensuring the efficient and effective implementation and the administration of not only the policies and procedures outlined in this Handbook, but implementation of the policies and resolutions as adopted by the School Board. The Superintendent may delegate such function as deemed necessary for the effective and efficient implementation of this system. The Superintendent or his/her delegate shall develop administrative procedures to implement the policies and procedures within this Handbook.

## **ARTICLE 2 - EMPLOYEE STATUS**

This Employee Handbook is intended to provide information for full-time 12-month Support, part-time 12-month Support, full-time School Term Support, part-time School Term Support, and Temporary employees employed by the District. For specific definitions of each position, please contact the District.

Generally, employees will be defined by terms similar to the following:

- Nonexempt employees: Employees who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and hour laws, or more frequently, such as for all hours worked beyond eight hours on a given day in accordance with certain state wage and hour laws.
- Exempt employees: Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek but whose salary represents payment for all hours they may be required to work in any given workweek. Executives, professional employees, outside sales representatives, and certain employees in administrative positions are typically exempt.



## **Professional Employees**

- **Regular Full-Time Employees:** Regular full-time employees are defined as employees who are employed by the District a minimum of school days per year. Regular full-time employees shall be entitled to all benefits under the terms of this Agreement.
- **Regular Part-time Employees:** Regular part-time employees are defined as employees who are employed by the District less than 190 school days per year. Regular part-time employees shall be entitled to prorated fringe benefits unless specifically provided for otherwise below.

**Support Staff** - Those individuals employed as Custodian/Maintenance Worker, Food Service Worker, IMC Assistant, Janitor, Secretary, School Nurse, Teaching Assistant and other non-licensed personnel.

- **Supervisors and Confidential Support Staff:** Those individuals employed as Administrative Secretary, Buildings and Grounds Supervisor, Computer Technician, Custodial Supervisor, District Bookkeeper/Accountant, Executive Secretary, Food Service Supervisor.
- **Full Time Employee (FTE):** An individual who is employed twelve months a year (260 work days) for full days.
- **Part Time Employee (PTE):** An individual who is employed less than twelve months a year (less than 260 days) and/or partial days.
- **Substitute Employee:** An individual who is employed to fill in for a full time or part time employee on a temporary basis.
- **Summer Employee:** An individual who is employed during the summer months in a summertime only position.

## **ARTICLE 3 - EMPLOYMENT POLICIES**

### **Section 3.1      Equal Opportunity.**

The District provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, genetic information, citizenship, status as a Vietnam-era, special disabled veteran, or other veteran who served on active duty during a war, campaign, or expedition, for which a campaign badge has been authorized, in accordance with applicable federal laws. In addition, the District complies with applicable state and local laws governing nondiscrimination in employment in every location in which the District has facilities and employees. This policy applies to all terms and conditions of employment, including, but not limited to, hiring,

placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits compensation, and training.

The District has a policy which does not tolerate employee harassment. In this connection, the District expressly prohibits any form of employee harassment based on race, color, religion, sex, national origin, age, disability, genetic information, citizenship, status as a Vietnam-era, special disabled, or other covered veteran, or status in any group protected by state or local law. Improper interference with the ability of the District's employees to perform their expected job duties is not tolerated.

### **Section 3.2      Reasonable Accommodation.**

It is the District's policy to comply with applicable laws providing for nondiscrimination in employment against individuals with disabilities. An employee who believes he/she has a disability and may require an accommodation must contact the Superintendent.

### **Section 3.3      Employee Privacy Policy.**

The District is sensitive to the need of protecting the personal and private information of applicants and employees. It is our policy to ensure that unauthorized individuals do not have access to such information. Employees are asked to provide personal data at hiring, and throughout their employment, for the purpose of compensation, fringe benefits, and other human-resource-related tasks. When such data is requested, or as soon as possible thereafter, the District will notify its employees about the purposes for which such data is collected and used. Employees wishing to have personal data released, such as for employment confirmation on a loan application should provide a written release to the party requesting the information to allow such information to be released. The employee should also inform the District Office about any third parties who may access the personal data.

The District will not provide personal data to any other third party or use personal data for any purpose other than that for which the data was originally collected without the prior written consent of the employee. Exceptions are to provide compensation or fringe benefits, or to satisfy government reporting requirements.

### **Section 3.4      Code of Ethics Statement.**

Integrity is expected and required of every employee. Integrity is an essential element of every transaction with other employees, District representatives, suppliers, and customers. Integrity is equally important in the accuracy of our public relations, in the recording of our business transactions, and in the performance of our service.

The District is committed to conducting its business affairs in accordance with the law and the highest ethical standards at all times. The reputation we enjoy is determined by the example set by management and the character and good judgment of each employee and District representative. All employees and District representatives are expected to conduct themselves in the highest ethical manner.

- Employees and District representatives are to treat others with respect without regard to race, gender, color, religion, national origin, age, disability, sexual orientation, or marital status.
- Employees and District representatives are to perform their duties with honesty and integrity.
- Employees and District representatives are to exercise independent judgment free from any outside influence.
- Employees and District representatives are to do their utmost to comply with all applicable laws and regulations of federal, state, and local governments.
- Employees and District representatives are encouraged to promptly report any discriminatory behavior, sexual harassment, illegal activities, or other violations of this code.
- Management will take reasonable measures to protect the reporting employee from any retaliatory, harassing, or abusive behavior.
- Management at all levels is responsible for adherence to these principles and will vigorously pursue all appropriate remedies where these principles are violated.

If you become aware of any violation of this code or are uncertain as to the appropriate action that should be taken, we encourage you to promptly report the situation to your supervisor or Superintendent.

### **Section 3.5      Personnel Files.**

Evaluations shall be furnished to any employee upon his/her request. Personnel files shall be available to employees in accordance with Wisconsin Statute 103.13(2). Please contact the District office with any personnel file inquiries.

### **Section 3.6      Sexual and Other Unlawful Harassment.**

It is the School District's policy that employees and others acting on the District's behalf are entitled to respectful treatment in the workplace. Being respected means being treated honestly and professionally, with unique talents and perspectives valued. A respectful workplace is about more than compliance with the law. It is a working environment that is free of

inappropriate behavior of all kinds. Each of us should understand that incidents of harassment and inappropriate behavior will not be tolerated in the School District.

With respect to sexual harassment, the District prohibits the following:

- *Harassing Conduct*

Harassment is unwelcome conduct toward an individual because of his or her race, color, sex, age, sexual orientation, religion, national origin, disability, or any other legally protected status, when the conduct creates an intimidating, hostile, or offensive work environment that causes work performance to suffer or negatively affects job opportunities. Examples of harassment that may violate the law and will violate this policy include:

- Oral or written communications that contain offensive name-calling, jokes, slurs, negative stereotyping, or threats. This includes comments or jokes that are distasteful or targeted at individuals or groups based on race, color, sex, age, sexual orientation, religion, national origin, disability, or any other legally protected status.
- Nonverbal conduct, such as staring, leering, and giving inappropriate gifts.
- Physical conduct, such as assault or unwanted touching. Visual images, such as derogatory or offensive pictures, cartoons, drawings, or gestures. Such prohibited images include those in hard copy or electronic form.

- *Sexual Harassment*

“Sexual harassment” means unwelcome sexual advances, unwelcome requests for sexual favors, unwelcome physical contact of a sexual nature, or unwelcome verbal or physical conduct of a sexual nature. Sexual harassment includes conduct directed by a person at another person of the same or opposite gender. Unwelcome verbal or physical conduct of a sexual nature includes, but is not limited to, the deliberate, repeated making of unsolicited gestures or comments of a sexual nature; the deliberate, repeated display of offensive sexually graphic materials which is not necessary for business purposes; or deliberate verbal or physical conduct of a sexual nature, whether or not repeated, that is sufficiently severe to interfere substantially with an employee’s work performance or to create an intimidating, hostile, or offensive work environment.

- *How To Report A Violation*

Do not assume that the District is aware of the problem. If you experience or witness harassment in the workplace, report it immediately to your supervisor or the District Superintendent. If the supervisor or District Superintendent is

unavailable or you believe it would be inappropriate to contact that person, you should immediately contact any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

### Investigation And Response

If you report a complaint of harassment or inappropriate behavior, we will investigate your concerns. Where there has been a violation of policy, we will take appropriate action to try to avoid future violations. In appropriate cases, disciplinary action (up to and including termination) will be taken against those violating the Anti-Harassment Policy. We will inform parties about the status of reviewing their complaints. To respect the privacy and confidentiality of all people involved, we might not share specific details of the discipline or other action taken.

### Inappropriate Behavior

The District's goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if it does not rise to the level of "harassment," interferes with that goal and will not be tolerated. The District reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended.

### Management Responsibility

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Superintendent or any member of management so it can be investigated in a timely and confidential manner.

### Application

This policy applies to all employees and to anyone else doing business for or with the District. This includes customers, vendors, suppliers, and contractors.

The District prohibits any form of retaliation against any employee for reporting a violation of this policy, filing a complaint under this policy, or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or discrimination, the District determines that the complaint is frivolous and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information, up to and including an unpaid suspension or termination.

## **Section 3.7      Vacancies, Transfers, and Reassignments.**

When a position becomes vacant (as determined by the District) or when the District creates a new position, the District shall post the position both internally and externally. Internal

staff members may apply for the posted positions. Any member that wants to be considered for a transfer or for any potential openings that may occur during the summer needs to notify the District Administrator in writing five days prior to the last pupil contact day. The District retains the discretion to hire any candidate, internal or external, and/or transfer or assign any internal candidate to the posted position.

### **Section 3.8      Acceptable Internet Use.**

It is the policy of the School District of Stratford to expect that staff will use the Internet system and e-mail in a responsible manner. Accordingly, the District has established procedures for the use of the Internet system and e-mail along with rules governing staff's use in accessing these systems. Staff must realize that use of this electronic information resource is a privilege, not a right. Violations of the procedures or rules will result in appropriate disciplinary action up to and including written reprimand, suspension without pay, and possible discharge. For more information on this policy, please contact the District office.

### **Section 3.9      Layoff and Re-Employment Procedure**

#### **For Teaching Personnel**

If the Board determines that it needs to lay off teachers in the District, it shall provide the teachers selected for layoff with a notice of said layoff by complying with the deadlines and procedure in Wisconsin Statute § 118.22. Teachers selected for layoff pursuant to this policy are not subject to the standard for non-renewal in Board policy Discipline and Discharge. The District Administrator and building principal(s) shall consider the following factors in order of importance to determine which teachers to select for layoffs: qualifications, evaluations/performance, certification, other contributions to the District, longevity.

#### **For Support Personnel**

If the Board determines that it needs to lay off support staff employees in the District, it shall provide the support staff employees selected for layoff with four (4) week notice when practical. The District Administrator and immediate supervisors shall consider the following factors in order of importance to determine which support staff employees to select for layoffs: qualifications, evaluations/performance, certification where applicable, longevity.

## **Section 3.10      Employee Conduct and Work Rules.**

### **General Provisions**

Proper dress will be the standard for the employees in the School District of Stratford.

### **Rules of Conduct**

To ensure orderly operations and provide the best possible work environment, the District expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

**Listed below are some rules and regulations of the District. This list should not be viewed as being all-inclusive. Types of behavior and conduct that the District considers inappropriate and which could lead to disciplinary action up to and including termination of employment without prior warning at the sole discretion of the District include, but are not limited to, the following:**

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- No smoking in the vicinity of school buildings
- Sexual or other unlawful or unwelcome harassment

- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace. The District strictly prohibits concealed carry by its employees during the course of employment.
- Excessive absenteeism or any absence without notice
- Unauthorized absence from workstation during the workday
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Unauthorized disclosure of proprietary or confidential information

### **Section 3.11      Attendance, Absenteeism, and Tardiness.**

The success and efficiency of the District relies on the timely and consistent attendance of its employees. Employees must notify their building principal or immediate supervisor of any absence or departure from scheduled work hours through compliance with the procedures described in the policy relating to the reason for the absence. Certain absences require prior approval. Excessive absences, abuse of leave, or other failures to comply with District policies or instructions may result in discipline, up to and including termination.

### **Section 3.12      Workplace Safety.**

The District will provide to its employees necessary safety equipment to properly perform all work tasks. Please contact your immediate supervisor to obtain a piece of equipment you as an employee feel would better protect you during the course of your employment.

### **Section 3.13      Workplace Violence Protection.**

The District is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the District has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the District.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This



prohibition includes all acts of harassment, including harassment that is based on an individual's sex, sexual orientation, race, age, and any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. Employees are encouraged to contact local authorities, including the police, in emergency situations where an employee's safety and well-being are threatened. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

The District will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

The District encourages employees to bring their disputes or differences with other employees to the attention of their supervisor or to the Superintendent before the situation escalates into potential violence. The District is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

### **Section 3.14      Health Examinations.**

The District requires, as a condition of employment, that all new employees obtain a tuberculin skin test. Freedom from tuberculosis in a communicable form is a condition of employment. If the employee's tuberculin skin test is positive, a chest X-ray shall be required.

The Board shall pay the cost of the tuberculosis test.

It is also required that employees provide the District with a copy of their immunizations, making sure this includes the MMR. IF you have not had the measles vaccination, but have had the measles, you must provide the District with proof by providing medical documentation.

The Board may require a physical at the expense of the District for certain jobs.

The District shall maintain all medical records in a file separate from all other personnel records, and shall treat such records as confidential medical records, in accordance with state and federal laws and regulations.

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

**Section 3.15      Teacher Evaluations.**

To further the growth of the teachers within the District and to ensure that the Stratford School District provides the highest quality of education to the community, teacher evaluations shall be conducted by the District. Such evaluations will occur at the discretion of the District. For information regarding the evaluation process, please contact the Superintendent.

**Section 3.16      Support Personnel Evaluations.**

All support staff employees shall be formally evaluated every other year by the employee's immediate supervisor or the District Administrator. Support staff employees may be evaluated more frequently, at the discretion of the District.

**Section 3.17      Reporting of Child Abuse.**

All Stratford School District employees are obligated to report child abuse or neglect. If you as a District employee have reasonable cause to suspect that such abuse has occurred to a child that you come in contact with, you have a legal duty to report the abuse or neglect. Additionally, employees have a legal duty to report any threats of abuse or neglect that have occurred.

Please contact the District with fact specific questions regarding whether a report needs to be filed with the proper authority. The District will keep such information confidential and will not make any employment decision based on a District employee's decision to come forward with such an inquiry.

**ARTICLE 4 - RECOGNIZED ABSENCES FROM WORK**

For all other recognized leaves of absence, please reference the supplemental material.

**Section 4.1      Emergency Leave.**

Each employee will receive three (3) days of paid emergency leave per year as defined by the employees work day. Uses of this emergency leave are outlined below. In extenuating circumstances, additional days may be granted by the District Administrator or his/her designee. Such additional days, at the option of the employee, shall be deducted from the employee's accumulated sick leave if the employee wants paid leave.

(a) Emergency Leave for a Death in the Immediate Family. In the event of death in an employee's immediate family, the employee shall be allowed three (3) days of emergency leave per year. Immediate family includes the spouse, parents, child, grandchild, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, and grandparents of employee or spouse.

(b) Emergency Leave for a Death of an Individual Outside of the Immediate Family. Employees shall be granted one (1) day with pay per occurrence to attend funerals of aunts, uncle, nieces, nephews, and friends. Such days shall be deducted from the employee's emergency leave.

(c) Emergency Leave Increments. Emergency leave may be allowed in increments of 15 minutes (1/4 hour).

## **Section 4.2      Sick Leave.**

(a) Sick Leave Allocation and Accumulation. Each regular school year employee shall be granted ten (10) days sick leave. Sick leave shall be cumulative up to eighty (80) days. Sick leave may be taken for physical examination of the employee, except for those required for employment purposes. Sick leave may also be taken for illness, accidents, or operation of the employee or immediate family. Immediate family defined as spouse and children residing at home. Part time staff will receive the same number of days but the time will be equal to the usual hours worked.

(b) Sick Leave Verification. Any employee who improperly uses sick leave shall be subject to disciplinary action, up to and including termination. The District may require an employee to submit a physician's certification to verify the illness or injury when acting upon a good faith belief that the employee may be abusing sick leave.

(c) Teachers - Unused Sick Leave. A teacher who has twenty (20) or more years of teaching service in the Stratford Schools, upon retirement at age fifty-five (55) or later, will be paid twenty-five (\$25) dollars per day for a maximum of eighty (80) days for accumulated unused sick leave. Teachers who wish to retire and receive this benefit must submit written notice of the retirement to the District Administrator at least six (6) months before the beginning of the semester in which the retirement is to begin. Teachers who receive notice of discharge or nonrenewal before submitting written notice of retirement are not eligible to receive benefits under this policy.

#### **Section 4.3      Personal Leave.**

(a)      For Teaching Personnel. Teachers will be granted two (2) personal leave days without salary deduction a school year. These may not be used the first student contact day, or on the last ten (10) days of the academic year. No more than three teachers may use personal days on any given day. Teachers must give at least five working days' notice for a request for personal day to be considered. The personal leave day shall be deducted from the accumulated sick leave days. Sick leave to be counted from the first day of the current school year.

(b)      For Support Staff Personnel. Support staff will be granted one (1) personal leave day without salary deduction a school year. These may not be used before or following a holiday, vacation day, on the first student contact day, or on the last ten (10) days of the academic year. Support staff must give at least five working days notice for a request for personal day to be considered. The personal leave day shall be deducted from the accumulated sick leave days. Sick leave to be counted from the first day of the current school year.

#### **Section 4.4      Unpaid Leave.**

Employees who have exhausted all of their paid leave benefits may request, in writing, an unpaid leave of absence from the District Administrator and the Board of Education. The District Administrator and the Board of Education, may, at their discretion, approve an employee's request for an unpaid leave of absence.

Employees who are approved for an unpaid leave of absence will pay \$125.00 day. This will be considered to be used towards the cost of benefits and substitute costs. Employee may be required to pay the full costs of their benefits.

#### **Section 4.5      Military Leave.**

Leave of absence for military service will be granted according to provisions of state and federal law.

#### **Section 4.6      Family and Medical Leave.**

The District will comply with applicable state and federal laws regarding family and medical leave. Please see Appendix B for more information.

#### **Section 4.7      Jury Duty.**

When an employee is called for jury duty during the school year, the employee shall receive his/her regular salary for each day of absence.

1. The employee shall remit to the Board an amount equal to the compensation paid to them for such jury duty no later than the close of the pay period.
2. Upon completion of jury duty, an official record of jury service shall be presented to the district administrator.

All expenses or other liabilities incurred by the employee as a result of jury duty will be the total responsibility of the employee and not the Board.

No leave will be charged to the teacher as a result of jury duty.

The employee shall notify the district administrator immediately upon receipt of a summon for jury duty.

Employees must return to work immediately following the completion of jury duty each day.

#### **Section 4.8      Vacation.**

Full-time, twelve (12) month support staff employees shall receive vacation with pay in accordance with their years of service provided below.

5 work days – After 1 year of service  
10 work days- After 2 years of service  
15 work days- After 5 years of service  
20 work days- After 10 years of service

Actual dates of vacation must be previously approved by the employee's direct supervisor. Vacation can be taken in half day increments.

Employees may transfer up to two weeks of unused vacation to the next school year. Professional staff employees are not eligible for vacation pay.

#### **Section 4.9      Holidays.**

Regular full-time, twelve (12) month support staff employees; shall receive pay for the following holidays:

Labor Day	1.0 day
Thanksgiving Day	1.0 day

Christmas Eve Day	.5 day
Christmas Day	1.0 day
New Years Eve Day	.5 day
New Years Day	1.0 day
Good Friday	.5 day
Memorial Day	1.0 day
Independence Day	1.0 day

## **ARTICLE 5 - BENEFITS**

***Disclaimer:*** *The descriptions listed below are meant to serve as a general summary of the benefit plans offered by the District. The descriptions are not to be reflective of the exact terms of the official benefit plans. Official benefit plan documents are available to employees through the District Administrator.*

### **Section 5.1      Health Insurance.**

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between the District and the insurance carrier. When employment is terminated, if qualified for COBRA benefits, employees and their dependents may remain on the District's group plan at their expense for the term of the COBRA coverage. The District will comply with state and federal law regarding post-termination continuation of benefits.

#### **Professional Employees**

The Board of Education shall provide a group health insurance plan for professional staff that work at least 50% or .5fte. The Board shall contribute eighty-eight percent (88%) toward the single or family premium for fulltime teachers. The Board shall contribute a prorated share of either the single or family health insurance premium for part-time teachers who are eligible to participate in the health plan.

Teachers who elect not to participate in the health insurance plan shall receive eight thousand dollars (\$8,000) per year (earned monthly) payable in equal installments on the applicable payroll dates. Part-time teachers shall receive a prorated share.

Married couples on staff shall receive district contribution towards two single plans or one family plan and are not eligible for cash in lieu of health insurance.

The Board may change the health insurance carrier, plan, and/or benefits at its discretion.

#### **Support Personnel**

The Board of Education shall provide a group health insurance plan for support personnel positions that they determine are eligible for this benefit. The Board shall contribute eighty-eight percent (88.0%) toward the single or family premium for eligible support staff.

Support staff who elect not to participate in the health insurance plan shall receive eight thousand dollars (\$8,000) per year payable in equal installments on the applicable payroll dates.

Married couples on staff shall receive district contribution towards two single plans or one family plan and are not eligible for cash in lieu of health insurance.

The Board may change the health insurance carrier, plan, and/or benefits at its discretion.

## **Section 5.2      Dental Insurance.**

### **Professional Employee**

The Board of Education provides a group dental insurance plan for professional staff that work at least 50% or .5fte. The Board shall contribute one hundred percent (100%) toward the single or family premium for fulltime teachers. The Board shall contribute a prorated share of either the single or family health insurance premium for part-time teachers who are eligible to participate in the health plan.

The Board may change the dental insurance carrier, plan, and/or benefits at its discretion.

### **Support Personnel**

The Board of Education shall provide a group dental insurance plan for support personnel positions that they determine are eligible for this benefit. The Board shall contribute one hundred percent (100%) toward the single or family premium for eligible support staff.

## **Section 5.3      Life Insurance.**

Life insurance offers you and your family important financial protection. The District provides a basic life insurance plan for eligible employees.

### **Professional Employees**

The Board of Education shall provide a life insurance policy plan for professional staff that work at least 50% or .5fte. The Board shall pay the full premium amount for this policy.

### Support Personnel

The Board shall provide a life insurance policy for all eligible support staff employees who work at least one thousand one hundred seventy (1170) regularly scheduled hours per year. The Board shall pay the full premium amount for this policy.

#### **Section 5.4      Long-Term Disability Insurance.**

The District provides a long-term disability (LTD) benefits plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

### Professional Employees

The Board of Education shall provide a disability insurance policy plan for professional staff that work at least 50% or .5fte. The Board shall pay the full premium for this plan.

### Support Personnel

The Board shall provide a disability insurance policy for all eligible support staff employees who work at least 25 hours a week. The Board shall pay the full premium amount for this policy.

#### **Section 5.5      Early Retirement.**

The District currently offers an early retirement incentive plan to eligible employees. For more information regarding the specific benefits of the plan please contact the District Business Administrator, and refer to Appendix C.

#### **Section 5.6      Health Reimbursement Arrangement.**

The District currently offers a Health Reimbursement Arrangement (HRA) for those eligible employees. For more information regarding the details of this arrangement, please contact the District Business Administrator.

## **ARTICLE 6 - HOURS AND COMPENSATION**

#### **Section 6.1      Professional Employee Work Assignments.**

(a) The District shall have the discretion to set the schedules and make assignments for professional employees. If possible, prior to June 1, efforts will be made by the



Administration to set up assignments for the ensuing school year. Administration will inform the professional employee of his/her assignment, when known.

(b) A summer work period for professional employees may be approved by administration if it is determined that preparation time is necessary to develop or implement new instructional methods or programs.

## **Section 6.2      Professional Employee Workday.**

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

(b) Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period.

(c) If a teacher accepts a voluntary assignment during his/her duty free lunch period, he/she will be compensated at the rate of twenty (\$20.00) dollars.

## **Section 6.3      Professional Employee Work Year / School Calendar.**

The work year for professional employees will be 190 days as determined at the discretion of the Board. These days may include but are not limited to; e.g., face-to-face instructional days, professional development days, parent/teacher conferences. The Board shall notify the professional employees of the upcoming school year calendar as soon as it is developed.

## **Section 6.4      Part-Time Professional Employees.**

Part-time professional employees will work with their immediate supervisor to develop a schedule of District expectations regarding professional development, recordkeeping, and in-service days.

## **Section 6.5      Substitute Teaching.**

In the event a professional employee agrees or is assigned to substitute for an absent professional employee, the substitute professional employee shall be compensated at twenty-four (\$24.00) dollars per class period

## **Section 6.6      Overload Pay.**

In the event that a secondary school teacher teaches seven (7) classes per day, he or she will be paid at the rate of \$3,800.00 for the entire year. A secondary school teacher shall be defined as any teacher who is assigned fifty percent (50%) or more of their time in the secondary school.

A split class teacher at the elementary level will be paid at the same rate as for a secondary extra class.

**Section 6.7      Professional Development.**

The District supports quality professional development that helps our professional employees in terms of their knowledge and awareness of current educational practices. Professional Development shall reflect Board goals and be driven by best and current educational practices and will be directed by Curriculum and Instruction, Human Resources, Pupil Services, and the District Administrator or his/her Designee.

**Section 6.8      Support Personnel.**

The District shall have the sole authority to assign and schedule support staff employees and modify support staff employees' work schedules at its discretion.

**Section 6.9      Inclement Weather Work Schedule.**

*Professional Employees*

In the event that the Board closes any or all employee working areas due to inclement weather or other emergency situations, professional employees will not be required to report to work. The Board, at its discretion, will determine whether it is necessary to make up the days missed.

*Support Personnel*

In the event that the Board closes any or all employee working areas due to inclement weather or other emergency situations, the District Administrator shall determine which employees are required to report to work.

**Section 6.10      Payroll.**

Payroll payments for all District employees shall be paid bi-weekly. Payroll payments will only be distributed to the employee and will not be distributed early.

Regular full-time and part-time hourly school year employees will receive 21 payroll payments during the school year. All other employees will receive 26 payroll payments. Teachers will have the option of receiving 21 or 26 payroll payments.

Pay rates for new employees will be established by the District prior to the time work is performed. All documents required for payroll purposes must be provided to the District office on or before the due date for payroll processing.

If an employee believes that an error has been made regarding his or her compensation, the employee must contact the District office immediately. Reports of payroll errors will be promptly investigated. If it is determined that an error has been made and timely reported, the error shall be promptly corrected.

#### **Section 6.11      Direct Deposit.**

Employees are provided the option of receiving payroll payment through direct deposit to an account at a financial institution of the employee's choice. Employees will provide the District office with information needed to accomplish the direct deposit payroll process. [The direct deposit slips will be provided or mailed or accessible to each employee on each pay date.]

The District will not be responsible for deposits made to a former account where the request for the termination or change has not been timely provided to the District office.

#### **Section 6.12      Overtime.**

The District will comply with applicable state and federal wage and hour laws with regard to required hours of work, including overtime hours and overtime pay. A support staff employee shall be compensated at time and one-half (1 ½) the employee's regular rate of pay for all hours worked in excess of forty (40) hours per work week. A support staff employee may not work overtime without the prior authorization of his/her immediate supervisor. The District has complete discretion to assign and/or authorize any overtime.

Professional employees are exempt and are not entitled to overtime pay.

#### **Section 6.13      Extra Curricular Assignments.**

Employees may apply for or be assigned to extra-curricular assignment(s) in the District. The District shall select employees for these assignment(s) based upon qualifications, at its discretion.

Coaches/Advisors holding an extra-curricular assignment(s) will maintain said assignment(s) from year to year, unless otherwise determined by the District.

Extra-curricular assignment(s) will be compensated as determined by the District.

**Section 6.14      Mileage Reimbursement.**

Employees will be reimbursed for mileage on non-school owned automobiles at the IRS rate both within and outside of the school district. Reimbursement must be approved by Administration prior to travel.

**Section 6.15      Deferred Compensation Plan/Tax Sheltered Annuity (TSA).**

Employees in the District shall have the option of enrolling in a deferred compensation plan and/or TSA. Employees who wish to enroll in a deferred compensation plan and/or TSA, will need to contact the District for approved vendors. The approved vendor list is subject to change at the discretion of the District. ***This is neither an endorsement nor recommendation of the district. Employees should request and read a prospectus before investing.***

Employees who enroll in a deferred compensation plan and/or TSA do so subject to the terms and conditions of the vendor as well as any applicable laws. The plan documents are retained in the District Office. Employees are entitled to receive copies of the plan documents. Employees who choose to enroll in a deferred compensation plan and/or TSA shall do so through a written salary reduction agreement. Each participating employee shall have the opportunity to make changes to the operative salary reduction agreement, and such changes shall take effect within thirty (30) calendar days of the date that the District receives an amended salary reduction agreement. A written request to terminate all deferrals made through a salary reduction agreement shall be made effective within thirty (30) days of receipt of the request.

**Section 6.16      Wisconsin Retirement Contribution.**

The District agrees to pay employer-required retirement contributions pursuant to Wisconsin State Law.

## **GRIEVANCE PROCEDURE**

**Definition** A grievance is defined as a dispute or misunderstanding regarding the actions of School District officials with regard to only the following:

- **Employee termination**
- **Employee discipline**
- **Workplace safety**

The non-renewal of an individual teacher contract (for certified staff) issued pursuant to Section 118.21 and Section 118.24, Wis. Stats., are not subject to this procedure and are addressed solely under the timelines and procedures mandated by Section 118.22 and Section 118.24 of the Wisconsin Statutes, as applicable.

### **Procedure**

Step 1: Prior to filing a written grievance, employees should discuss any problem or complaint with their Principal to see if the grievance can be resolved.

Step 2: If the grievance cannot be resolved at Step 1, the employee must file a written grievance with their Principal no later than ten (10) calendar days from the date the employee first became aware of the termination, discipline, or workplace safety condition causing the grievance.

The Principal shall respond to the grievance in writing within seven (7) calendar days of receipt of the written grievance.

Step 3: If the grievance is not settled at Step 2, the employee must file a written request for a hearing before an impartial hearing officer. This request must be received by the Superintendent no later than fourteen (14) calendar days after the employee receives the Principal's written response. The hearing on the issue addressed in the grievance shall be held at a mutually agreeable time.

Step 4: The Superintendent shall transmit the grievance and all responses to the Hearing Officer. As soon as is practicable thereafter, the Superintendent or designee shall schedule dates and secure a room for the hearing. All hearings shall be held in a public building.

The Hearing Officer shall have the authority to administer oaths and issue subpoenas at the request of the parties and shall be responsible for the fair and orderly conduct of the hearing and the preservation of the record. Any party requesting a subpoena will be responsible for the fees associated with the subpoena. All testimony shall be taken under oath and shall be recorded by a court reporter under the supervision and control of the Hearing Officer. All cost associated with the court reporter and preparation of a transcript of the hearing shall be paid by the School District. The School District shall have the burden of proof to substantiate and justify the action taken against the employee by the preponderance of the evidence.

The Hearing Officer may only overrule disciplinary action if the action taken by the school District was arbitrary and capricious.

The Hearing Officer shall submit his or her decision affirming or reversing the action with the reasons therefore in writing to the Superintendent within thirty (30) calendar days of the close of the hearing or the submission of the parties' briefs, if any, whichever is later. The Superintendent shall mail a copy of the Hearing Officer's decision to the last known address of each of the parties.

Step 5: Within fourteen (14) calendar days of the date the Hearing Officer's decision is mailed, either party may file with the Superintendent a written notice of appeal of the Hearing Officer's determination to the School Board. Any such appeal shall be on the written record, the preparation of which shall be the responsibility of the party seeking the appeal. The appealing party shall supply a copy of the written record to the other party without charge. The written record shall be filed with the Superintendent within twenty (20) calendar days of the notice of appeal. The School Board shall receive no further evidence on the matter but may request additional briefs of the parties on matters which were raised before the Hearing Examiner. The School Board shall have the right to secure outside counsel if necessary during the process.

Step 6: Within sixty (60) calendar days of the receipt of the written record, the School Board shall make and file its written decision with the Superintendent. The Superintendent shall within five (5) calendar days mail a copy of the decision to the last known address of the grievant. The Hearing Examiner's determination shall be affirmed if the School Board determines that credible evidence in the record and subsequent briefs support it. If the determination is not supported by a majority of the School Board, the Committee may reverse the determination or modify it to serve the best interest of the School District.

**Hearing Officer** The School District may contract with a Hearing Officer to hear and determine appeals at Step 4. Any Hearing Officer so engaged shall not be a School District employee or entitled to any compensation or benefit other than those described herein:

1. Hearing Officer List

The Superintendent shall maintain a panel of at least five (5) individuals who have indicated a willingness to serve in such capacity and who are experienced in personnel matters or who are attorneys, or retired members of the judiciary.

2. Compensation

The Hearing Officer shall be compensated at the Hearing Officer's regular rate for the hearing and time spent composing the decision. Compensation for a Hearing Officer will be split evenly between the school District and the party appealing a disciplinary action.

### **Settlement of Grievance**

A grievance shall be considered waived if not filed or appealed within the grievance timelines. A grievance shall be considered settled at the completion of any step in the procedure if all Parties concerned are mutually satisfied. All settlements shall be in writing and signed by the grievant and the Superintendent. Dissatisfaction is implied in recourse from one step to the next.

LEGAL REFERENCE:      Wis. Stat. 66.0509(1m)  
                                 Wis. Stat. 118.22  
                                 Wis. Stat. 118.24

## **FAMILY MEDICAL LEAVE POLICY**

Child rearing, family member medical leave, and employee medical leave are available to employees as specified below. The intent of this Policy is to comply with both the Wisconsin and federal Family and Medical Leave Acts. Should this policy conflict in any way with the applicable federal and state statutes or regulations, then the statutes or regulations shall control.

### **I. FAMILY MEDICAL LEAVE GENERAL REQUIREMENTS**

#### **A. Eligibility:**

*Federal law* - To be eligible for the federal leave discussed below, the employee must have worked for twelve (12) months (need not be consecutive) and worked at least one thousand two hundred fifty (1,250) hours in the last twelve (12) month period. The employee must work at a worksite where fifty (50) or more employees are employed within seventy-five (75) miles of that worksite.

*State law* - Employees who have been employed by the District for one (1) year and who have worked one thousand (1,000) hours during the preceding fifty-two (52) weeks are eligible for the leaves provided under Wisconsin law. (For leave available under state law, paid time off counts as hours worked.)

This policy assumes that an employee is eligible for federal and state leaves. This may not always be the case. Employees are to submit written requests for leave in all cases so that the District may make an eligibility determination.

#### **B. Length of Child Rearing Leave, Family Member Medical Leave and Employee Medical Leave:**

*Federal law* - The federal Family and Medical Leave Act provides twelve (12) weeks of family and medical leave in a “twelve (12) month” period. For purposes of the federal law, the “twelve (12) month” period is a rolling twelve (12) month period measured backward from the date an employee uses any family/medical leave.

*State law* - Under state law, an employee is entitled to six (6) weeks of child-rearing leave, two (2) weeks of family member medical leave, and two (2) weeks of employee medical leave in a calendar year (i.e., January –December).

State, federal, and District leaves provided for the same purposes run concurrently. For example, vacation used for an employee’s medical condition also qualifies as employee medical leave under state and federal law and, as such, is also deducted from an employee’s leave entitlement under state and federal laws. Similarly, leave that qualifies as both state and federal leave will be deducted from leave available under each law.



C. Definitions:

1. Serious Health Condition - Under this policy, a “serious health condition” is considered to be a disabling physical or mental illness, injury, impairment, or condition involving any of the following:

- a. Inpatient care in a hospital, nursing home, hospice, or residential medical facility; or
- b. Outpatient care that requires continuing treatment or supervision by a health care provider.

Whether the leave requested falls in the category of federal FMLA leave or state FMLA leave, a physician is required to certify the “serious health condition” within the meaning of law involved.

2. Week - Generally, “week” for purposes of partial absence leave means five (5) work days of leave.
3. Leave Deductions - For each work day or work week that an employee works fewer than the regularly scheduled hours for that employee by using partial or intermittent absence leave, the specific amount taken will be deducted for purposes of computing leave taken and leave remaining.

II. CHILD REARING LEAVE

A. Purpose:

Unpaid child rearing leave may be used within sixteen (16) weeks prior to, or within twelve (12) months following:

1. The birth of the employee’s natural child; or
2. The placement of a child with the employee for adoption or as a precondition to adoption under section 48.90(2) of the Wisconsin Statutes, but not both; or
3. The placement of a child with the employee for twenty-four (24) hour foster care that is made by or with agreement of a government agency.

B. Length of Child Rearing Leave:

In a twelve (12) month period, no employee may take more than twelve (12) weeks of federal child rearing leave. In addition, no more than twelve (12) weeks leave can be taken for the birth of any one child. If both the mother and father of

a child are employed by the District, and they both desire child rearing leave, they are generally only entitled to a combined total leave of twelve (12) weeks. Child-rearing leave provided under federal law generally runs concurrently with the six (6) weeks of child-rearing leave provided under state law in a calendar year (i.e., January-December.)

C. Use of Accrued Paid Time:

For leave taken in accordance with state law, an employee may substitute a maximum of six (6) weeks of accrued paid time, such as vacation, for the first six (6) of the otherwise unpaid twelve (12) week leave period. For leave taken in accordance with federal law, the employee may choose, or the District may require, that accrued paid vacation or certain other leave be substituted for part or all of the remaining leave period.

D. Scheduling Child Rearing Leave:

An employee is to submit a written request for child rearing leave no less than thirty (30) calendar days before the leave is to commence. If the date of the birth, adoption, or foster care placement requires leave to begin sooner, the employee shall provide notice as soon as practicable.

E. Intermittent Child Rearing Leave:

For leave taken in accordance with state law, that is, the first six (6) weeks of leave within sixteen (16) weeks prior to or after the child-rearing event (e.g., birth of child), the employee may take child rearing leave as an intermittent or as a partial absence from employment in increments of no less than four (4) hours. An employee who does so shall schedule the intermittent or partial absence so it does not unduly disrupt the District's operations. To comply with this requirement, an employee is to provide the District, in writing, with the employee's proposed schedule of intermittent or partial absences no less than one (1) week before the schedule of absences is to commence. The schedule must be of a sufficient definiteness that the District is able to schedule replacement employees, if necessary, to cover the absences. Partial or intermittent leave must commence within sixteen (16) weeks before or after the birth, adoption, or foster placement of a child. Leave cannot be taken intermittently or as a partial absence before or beyond sixteen (16) weeks of the event, unless previously approved in advance. Any remaining child-rearing leave must be taken in a single block.

### III. FAMILY MEMBER MEDICAL LEAVE

A. Purpose:

Unpaid family member medical leave may be used to care for employee's spouse, child, parents, or spouse's parent if they have a serious health problem.

B. Length of Family Member Medical Leave:

In a twelve (12) month period, no employee may take more than twelve (12) weeks of federal family illness leave for the employee's spouse, child, or parents. The federal leave generally runs concurrently with the two (2) weeks of family illness leave provided under state law in a calendar year. A maximum of two (2) weeks of family illness leave may be taken for a spouse's parent in a calendar year (i.e., January-December).

C. Use of Accrued Paid Time:

For leave taken in accordance with state law, an employee may substitute a maximum of two (2) weeks of paid accrued time, such as vacation, for the first two (2) weeks of the otherwise unpaid twelve (12) week leave period. For leave taken in accordance with federal law, the District may require that any paid vacation be substituted for part or all of the remaining leave period.

IV. EMPLOYEE MEDICAL LEAVE

A. Purpose:

Unpaid medical leave may be used by an employee who has a serious health condition which makes the employee unable to perform his or her job duties.

B. Length of Employee Medical Leave:

No employee may take more than twelve (12) weeks of federal medical leave in a twelve (12) month period. This leave generally runs concurrently with the two (2) weeks of employee medical leave provided under state law in a calendar year.

C. Use of Accrued Paid Time:

For leave taken in accordance with state law, an employee may substitute a maximum of two (2) weeks of paid accrued time, such as vacation, for the first two (2) weeks of the otherwise unpaid twelve (12) week leave period. For leave taken in accordance with federal law, the District may require that any paid vacation be substituted for part or all of the remaining leave period.

V. SCHEDULING FAMILY MEDICAL AND EMPLOYEE MEDICAL LEAVE

An employee is to submit a written request for family medical and employee medical leave no less than thirty (30) calendar days before the leave if the leave is foreseeable and as soon as possible for unforeseeable leave. Failure to provide thirty (30) calendar days notice of a foreseeable leave may result in a denial of the leave. When medically necessary, an employee may take employee medical leave as an intermittent or as a partial absence from employment in

increments of no less than four (4) hours. An employee who does so shall schedule the intermittent or partial absence so it does not unduly disrupt the District operations. To comply with this requirement, an employee is to provide the District, in writing, with the employee's proposed schedule of partial absences with reasonable promptness after the employee learns of the probable necessity of such leave.

## VI. MEDICAL CERTIFICATION

If an employee requests a family member medical leave or employee medical leave under this policy, the employee may be required to have a Medical Certification Form completed. If so, this form must be completed by the employee plus the health care provider treating the family member or employee and returned within fifteen (15) days.

If the requirements for a certification are not complied with or the certification is not returned timely, the District may delay or deny family illness or employee medical leave and the absence will be considered unexcused. The District may request a second health care provider opinion at District expense.

## VII. INSURANCE AND BENEFITS

While an employee is on a child rearing, family medical, or employee medical leave, the District will maintain group health insurance coverage under the conditions that applied before the leave began. If, prior to the leave, the employee was required to participate in the premium payments, the employee is required to continue with his/her share of the premiums while on leave. An employee's failure to make the required payments may result in termination of the employee's insurance coverage. The District has the right to collect from an employee the health insurance premiums the District paid during a period of unpaid leave if the employee does not return to work after the leave entitlement has been exhausted or expired. An employee must return to work for at least thirty (30) calendar days in order to be considered to have "returned" to work. However, an employee's liability to repay health insurance premiums does not apply if his or her failure to return to work is due to a serious health condition or specific circumstances beyond the control of the employee.

## VIII. RETURN FROM LEAVE

An employee returning from employee medical leave may be required to obtain medical certification from the health care provider that she/he is able to resume work. An employee returning from family and/or medical leave can return to his or her old position, if vacant, at the time the employee returns to work. If the position is no longer vacant, the employee may be offered an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

## **POST-EMPLOYMENT BENEFITS**

### **Teaching Personnel**

1. Teachers who were hired before August 1, 2007, shall be eligible for the following benefits:

To qualify for voluntary early retirement benefits, teachers must be at least 55 years of age and have served in the District for not less than twenty (20) consecutive years. "Age," for the purpose of this policy, is defined as the teacher's age as of June 30<sup>th</sup> following the school year in which retirement becomes effective.

Teachers who wish to retire and receive benefits under this policy must submit written notice of retirement to the District Administrator at least six (6) months before the beginning of the semester in which the retirement is to begin. Teachers who receive notice of discharge or nonrenewal before submitting written notice of retirement are not eligible to receive retirement benefits under this policy.

Teachers who elect to retire and receive benefits pursuant to this policy shall not retain any reemployment rights with the District nor any other rights or benefits provided to active employees under any other policies.

The district shall contribute \$16,000 annually to the employee's HRA for up to five (5) years. The contribution will end upon retiree's Medicare eligibility.

In the event of the death of the retiree, his or her spouse will be eligible to receive the contribution on the above basis as if the retiree were still alive.

In the event that a teacher who is receiving voluntary early retirement benefits pursuant to the terms of this article applies for and receives unemployment compensation which is drawn against the account of the District, the District's contribution to the HRA shall cease.

2. Teachers who were hired after August 1, 2007, shall receive the following benefit: Health Reimbursement Arrangement (HRA)

The District shall contribute \$3,000 for each year of service into an HRA to be used for future medical expenses. The \$3,000 will be prorated for those employees that are less than 1.0 fte. These contributed funds vest when the employee has put in 15 years of service to the District.

Contributions made on behalf of employees who terminate employment with the district prior to eligibility for any reason will revert back to the district. The \$3,000 contributions to the HRA will be made, equally, on a semi-annual basis, with one contribution coming by in January of the fiscal year and the second payment will be made in June of the fiscal year.

Employees hired before August 1, 2007, may waive their rights to the early retirement health benefits listed above and participate in the HRA plan. This benefit vests after 15 years of service to the District.

This elective agreement was only available through June 2008.

HRA deposits made and any interest and dividends earned on behalf of employees who separate from service with the District, for any reason prior to eligibility, shall revert back to the District.

### **Support Personnel**

No post-employment benefits other than WRS earned.

**ACKNOWLEDGEMENT  
OF RECEIPT AND UNDERSTANDING  
OF THE SCHOOL DISTRICT OF STRATFORD  
EMPLOYEE HANDBOOK**

I have received a copy of the Handbook. I understand that this revision supersedes all other previous versions of the policies that are addressed in this handbook and I will destroy all other versions.

I know that I must understand the information contained in the handbook so that I may comprehend my rights and responsibilities as an employee of The School District of Stratford. I also know that if I have any questions concerning any of this information, I am to talk with my supervisor or the Personnel Manager.

**I understand that the handbook is not an employment contract, but it is an explanation of the School District of Stratford's policies and procedures. I realize that the District may interpret, clarify, revise, and/or deviate from the procedures set forth in this handbook. I also realize the employment relationship between the School District of Stratford and me is terminable at will by either party and that nothing in this handbook creates additional rights or provides a basis for me to believe my employment is not terminable at will.**

My signature on this form indicates that I agree to abide to all terms and provisions designated in the Employee Handbook and will comply with those policies and procedures as they are written and as they may be modified from time to time. I understand that if I fail to abide by these policies I can be disciplined, up to and including termination.

I understand that the School District of Stratford reserves the right to access, monitor, and retrieve emails, voicemails, computer files, Internet records, and any other information contained on or within the School District of Stratford computer system at any time, at the School District of Stratford's sole discretion, and I have no expectation of privacy regarding my use of this electronic data.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date