

Cambria-Friesland School District Employee Handbook

Part I Provisions Applicable to All Staff

Preamble and Definitions

About this Handbook

- A. Employees Covered: This handbook is provided as a reference document for the Cambria-Friesland School District's administrators, teachers, and support staff employees.
- B. Disclaimer: The contents of this handbook are presented as a matter of information only. The plans, handbook, policies, and procedures described are not conditions of employment. The district reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, handbook, policies, or procedures, in whole or in part, at any time with prior notice to staff. The language which appears in this *handbook* is not intended to create, nor is it to be construed to constitute, a contract between the district and any one or all of its employees or a guarantee of continued employment. Notwithstanding any provisions of this handbook, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this handbook or individual contract.

In case of a direct conflict between this handbook, rules, regulations, or policies of the board and any specific provisions of an individual contract, Cambria-Friesland School District Support Staff Compensation/Benefit Guide (April 28, 2014 edition identified as Appendix VI), or appendixes on:

- * Cambria-Friesland School District 2021-2022 Salary Schedule for Teachers (Appendix I);
- * 2021-2022 Post Retirement Health Insurance Supplemental Cost Agreement for the Cambria-Friesland School Board and Certain Professional Teachers in the Cambria-Friesland School District (Appendix II);
- * Health, Dental, Life, and Long-Term Care Insurance 2021-2022 (Appendix III);
- * Teacher Retirement (Appendix IV);
- * Cambria-Friesland School District 2021-2022 Calendar (Appendix V); *
- Grievance Procedures (Appendix VII)
- * Family Medical Leave Form (Appendix VIII)
- * Staff Handbook (Appendix IX)

the individual contract, Cambria-Friesland Support Staff Compensation/ Benefit Guide, or Appendix items as listed above shall control. It is to be understood that all of the Appendixes with school year date references and the provisions found therein, as described in the above bullet points, end on June 30, 2021 unless renewed and extended by the Cambria-Friesland Board of Education.

This employee handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the district; however, this handbook should not be considered all inclusive. Copies of Board

Policies and Administrative Regulations (if applicable), are in the administrative office and available to all personnel. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code, and the policies of the Cambria-Friesland Board of Education.

Definitions

- A. Administrative Employees: Administrative employees are defined as persons who are required to have a contract under S118.24, Wis. Stats. and other supervisory administrative personnel designated by the district.
- B. Casual Employees: Casual employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
- C. Discipline: Discipline is defined as a suspension (unpaid or paid), or a written reprimand. In addition, an employee who is involuntarily transferred or demoted due to poor performance and suffers a loss of wages, hours or other fringe benefits as a result of such transfer or demotion may also contest the transfer or demotion as discipline.
- D. Regular Employees: Regular employees are defined as employees whom the district considers continuously employed, working either a fiscal or school year, until the district, at its discretion, changes the status of the employee.
 - 1. Regular Full-time Employee: Regular full-time employees are defined as one who works 2080 or more hours for the fiscal year.
 - 2. Regular School Year Employee: A regular school year employee is defined as one who works only on student contact days and specific additional days as stated in his/her contract. This definition is consistent regardless of the number of hours (routes) contracted per day.
 - 3. Regular Part-time Employee: Regular part-time employees are defined as one who works in a school year or fiscal year, but is scheduled for less than 30 hours per week.
 - 4. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute, or temporary employees as defined in this Section.
- E. Seasonal/Summer School Employees: Seasonal employees are those employees hired for a special period of time usually related to the seasonal needs of the district. A summer school employee is defined as an employee who is hired to work for the district during the summer school session. Summer school session is defined as the supplemental educational program offered for district students pursuant to Department of Public Instruction rules and regulations.

1. If seasonal/summer school session employment is available, the district may offer season/summer school employment to the applicable qualified regular school year employees. The district is also free to use outside providers to perform such work.
 2. The terms and conditions of employment for seasonal/summer school session shall be established by the district at the time of hire. Unless specifically set forth by the district at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service, or wage/salary levels.
- F. Substitute Employees: Substitute employees are defined as non-exempt staff without individual contracts hired to replace regular employees during the regular employee's leave of absence.
- G. Short Term Substitute: "Short Term Substitute" means a substitute employee employed for less than 45 consecutive days in the same teaching assignment.
- H. Long Term Substitute: "Long Term Substitute" means a substitute employee employed for more than 45 consecutive days in the same teaching assignment.
- I. Supervisor: The district will identify the individual employee's supervisor on the employee's job description.
- J. Teacher: Teachers are defined as persons hired under a contract under S.118.21, Wis. Stats.
1. Regular Full-Time Teacher: Regular full-time teachers are defined as teachers who carry a full-time teaching load.
 2. Regular Part-Time Teacher: Regular part-time teachers are defined as teachers who carry less than a full-time teaching load. Regular part-time teachers will be entitled to prorated salary and fringe benefits based upon the amount of time contracted for including teacher retirement if they are eligible.
 3. New To The District Teachers: New To The District Teachers are defined as regular full-time and/or regular part-time teachers who are serving their first three years of employment with the district.
- K. Temporary Employee: Temporary employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.
- L. Termination: "Termination" is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the

Board and/or its designee. Termination results in involuntary separation with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include, for instance, voluntary retirement, voluntary resignation, and nonrenewal of a contract under section 118.22, Wis. Stats. or section 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.

M. Cambria-Friesland Education Association: A professional organization of educators in the Cambria-Friesland School District.

N. Cambria-Friesland Board of Education: This terminology may also be substituted by the terms: Cambria-Friesland School Board; Board of Education; and/or Board. All of the above referenced terms are synonymous.

O. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For the purpose of that procedure, the following guidelines shall apply:

1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
2. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions.)
3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
4. The individual(s) filing the grievance must propose a specific remedy.
5. The issue and proposed remedy must be under the reasonable control of the District.

SECTION 1: School Board’s Management Rights

1.01 Delineation of Rights

The Cambria-Friesland School Board retains all rights of possession, care, control, and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, and authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly, and unequivocally restricted by the express terms of this handbook/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the

State of Wisconsin and the United States. These rights include, but are not limited by enumeration, the following rights; and these rights may be delegated through policy or directive to the Cambria-Friesland School District Administration:

1. To direct all operations of the school system;
2. To establish and require observance of reasonable work rules and schedules of work;
3. To hire, promote, transfer, schedule, and assign employees in positions within the school system;
4. To suspend, discharge, and take other disciplinary action against employees;
5. To relieve employees from their duties because of lack of work or any other legitimate reason;
6. To maintain efficiency of school system operations;
7. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
8. To introduce new improved methods or facilities;
9. To select employees, establish quality standards and evaluate employee performance;
10. To determine the methods, means, and personnel by which school system operations are to be conducted;
11. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
12. To determine the educational policies of the District; and
13. To contract out for goods and services.
14. Compliance Authority: The district may in its sole discretion, make changes to health insurance, including but not limited to health benefits, eligibility standards, coverages, and contribution levels in order to comply with the Patient Protection and Affordable Care Act (ACA) and applicable federal and state agency rules and regulations regarding the implementation of the ACA. Such actions may also be implemented in order for the District to comply with regulatory provisions of the Internal Revenue Service (IRS), e.g. non-discrimination in benefits provisions [IRC 105(h), IRC 125], and to minimize tax liability for the district and/or the benefit recipient underneath such regulatory provisions.

Changes to health benefits, eligibility standards, coverages and contributions levels include, but are not limited to, changes in the sections addressing health insurance in the employee handbook.

1.02 Sole Basis

This section does not describe any rights of the Cambria-Friesland Education Association (CFEA) or support staff employee(s). Accordingly, the CFEA and/or a support staff employee(s), may not base any charge of a handbook violation under the district's grievance process Policy GBM – Employee Grievances (Discipline, Termination, and Workplace Safety) or any other forum solely on this section.

SECTION 2: EMPLOYMENT LAW

2.01 Employment of Minors

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

2.02 Equal Opportunity

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

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

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

2.03 Equal Opportunity Complaints

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, to address allegations of violations of the policy in the District. This procedure is found in Board Policy JB-R and related forms in JB-E (2) & (3).

2.04 Fair Labor Standards Act

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

2.05 Family and Medical Leave Act

A. Notification of Benefits and Leave Rights: Since the District has a written policy (Board Policy GCBD) concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law.

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

C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>.

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

E. A copy of the FMLA Form is found in Appendix VIII. Employees qualify for leave under either, or both the Wisconsin Family and Medical Leave Act or the federal Family and Medical Leave Act due to serious health condition of a spouse, child (where use of sick leave is not otherwise permitted under this section of the Handbook), domestic partner or parent may, while concurrently using leave under either or both Acts, use no more than ten (10) sick leave days per year to maintain their regular compensation that is in addition to insurance continuation benefits that are mandated under the Acts. Year, as used in this paragraph is defined as beginning July 1st and ending June 30th, which shall be the same as the year defined for purposes of the District's administration of both the state or federal Family and Medical Leave Act.

2.06 Immigration Law Compliance

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

at other times prescribed by applicable law or District policy.

2.07 Harassment & Bullying

The District is committed to providing fair and equal employment opportunities and to provide a professional work environment free of all forms of harassment. The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

- A. Unwelcome sexual advances, comments or innuendos;
- B. Physical or verbal abuse;
- C. Jokes, insults, or slurs based upon any personal characteristic described in Section 2.02. (*Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks*);
- D. Taunting based on personal characteristics described above in Section 2.02 intended to provoke an employee; and/or
- E. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

“Bullying” includes, but is not limited to, physical intimidation or assault, extortion, oral or written threats, teasing, name-calling, put-downs, threatening looks, false rumors, false accusations, retaliation for reporting harassment or bullying, and similar activities.

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

that are determined to be harassment shall be subject to disciplinary action, up to and including dismissal.

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

SECTION 3: GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

The District expects employees to comply with the standards of conduct set out in Board policies, this *Handbook*, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

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

3.02 Accident/Incident Reports

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Handbook*. (Section 4 of "Provisions Applicable To All Staff")

3.03 Attendance

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

Employees who are unable to report to work shall follow the applicable procedures for

reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for in using the appropriate reasons.

3.04 Bulletin Boards

The Employer shall provide a bulletin board as a limited forum for employees to post professional development information and other political literature that is directly connected to employment at the District and is consistent with District policy and applicable law. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law.

If a complaint is filed regarding any posting of material on a bulletin board the District Superintendent shall investigate and may remove materials if in his/her opinion it is found objectionable.

3.05 Child Abuse Reporting

- A. Any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B. At all times, school employees shall make the report to county child protective services or law enforcement personnel as quickly as possible. Any delay is not in the best interest of the child and is not consistent with district policy.
- B. Any delay is not in the best interest of the child and is not consistent with district policy. A person required to report shall immediately inform, by telephone or in person, the applicable district administrative personnel and the county department or, in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or to a belief that abuse or neglect will occur.
- C. District employees including administration may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. School personnel are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel.

3.06 Communications

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

A. Electronic Communications:

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

B. User Responsibilities: Network/Internet users (students and District employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the Network/Internet:

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without permission.
2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.
4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The

user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.

5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.

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

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

"Authorized Personnel" includes classroom teachers, counselors, principal, coaches, athletic trainers, and any other employee designated in writing by the District Administrator or a campus principal.

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

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

- D. Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:
1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).

2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
 3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
 4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
 5. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
 6. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 - b. confidentiality of student records.
 - c. confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses.
 - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
- E. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such

meeting. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, (e.g. surveillance videos, extracurricular activities, voicemail recordings).

F. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:

1. Confidentiality of student records.
2. Confidentiality of other District records, including staff evaluations and private email addresses.
3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
6. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, texting messaging, instant messaging or any other form of one-to-one communication.
7. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

G. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.

H. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or

error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

3.07 Confidentiality

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

3.08 Copyright

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

3.09 Criminal Background Checks

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

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country; and

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

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

1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information; and

2. Submit to criminal history records checks to be conducted by the

Cambria-Friesland School District authorized personnel.

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

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

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

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

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than five calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest or indictment shall not be an automatic basis for an adverse employment action. However, if the offense giving rise to the arrest or indictment is substantially related to the circumstances of the employee's job, and if the arrest or indictment relates to a pending criminal charge, the District may suspend the employee. Arrests or indictments for which criminal charges were dismissed shall not be the basis for adverse employment actions.

Conviction of a crime shall not be an automatic basis for an adverse employment action. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

- A. the nature and gravity of the offense or conduct;

- B. the time that has passed since the offense, conduct and/or completion of the sentence;
- C. the nature of the position to which the employee is assigned; and
- D. for non-felonious only, the relationship between the offense and the position to which the employee is assigned.

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

3.11 District Property

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to or on the employee's last day of employment, including, but not limited by enumeration: employee identification badges and the key for building entry. District equipment borrowed for short term use should be returned the first work day after project completion.

3.12 Drug, Alcohol, and Tobacco-Free Workplace

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

- A. Prohibited Acts - Drugs and Alcohol: The manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. Reference District Policy GBK & 41 U.S.C. 702(a)(1)(A).
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Reference Policy GBK/KGC/JFCG & 120.12(20), Wis. Stats.
- C. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the

employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty.

D. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules.

E. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions.

F. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for

any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

3.13 Employee Identification Badges

The District shall provide employees with an employee identification badge. Employee identification badges allow students, parents, coworkers, vendors and the public to know who employees are. They are an important part of providing a secure environment for our students. It is recommended, but not required, that employees wear their employee identification badges in a visible spot during their contracted work time.

3.14 Fraud and Financial Impropriety

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

A. Fraud and financial impropriety shall include but is not be limited to the following:

1. forgery or unauthorized alteration of any document or account belonging to the District;
2. forgery or unauthorized alteration of a check, bank draft, or any other financial

document;

3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
4. impropriety in the handling of money or reporting of District financial transactions;
5. unauthorized disclosure of confidential or proprietary information to outside parties;
6. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District.
7. failure to disclose conflicts of interest as required by law or District policy; 8. disposing of District property for personal gain or benefit and,
9. any other dishonest act regarding the finances of the District.

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

C. Reports of suspected fraud or financial impropriety shall be processed in a manner that gives appropriate consideration to the confidentiality of these matters.”

3.15 Gifts and Sale of Goods and Services

A. Gifts: An employee or a member of the employee’s immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone, other than the District, that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities, that are provided in connection with a conference or similar work-related activity where the employee’s supervisor has reviewed the agenda for the conference or other activity and concluded that such incidentals primarily facilitate the employee’s attendance at and participation in the activity, and therefore, primarily benefit the District rather than serving primarily as a personal benefit. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students.

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

3.16 Investigations

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

3.17 Licensure/Certification

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

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

- A. Notice of Traffic Violations: All employees who drive a District vehicle or operate mobile equipment, must notify administration immediately of any driving citation or conviction of a traffic violation. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.
- B. Commercial Driver's License (CDL): Pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the

violation.

- C. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. See WIS. STAT. § 121.52(2).

3.19 Personal Appearance/Staff Dress Code

District employees are judged not only by their service but also by their appearance. It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. Remember, to our students, parents, and the public, employees represent the District.

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

3.20 Personnel Files

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

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

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

3.21 Personnel – Student Relations

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and

exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

A. Corporal punishment and staff use of reasonable and necessary force to maintain student discipline.

1. Staff is prohibited from using corporal punishment on students. "Corporal punishment" means the intentional infliction of physical pain which is used as a means of discipline. "Corporal punishment" does not include actions consistent with an individualized education program or reasonable physical activities associated with athletic training.
2. Staff may use reasonable and necessary force for the purposes described below. The use of reasonable and necessary force for such purposes is not prohibited corporal punishment:
 - a. To quell a disturbance or prevent an act that threatens physical injury to any person.
 - b. To obtain possession of a weapon or other dangerous object within a student's control.
 - c. For the purpose of self-defense or the defense of others under S.939.48 Wisconsin Statute.
 - d. For the protection of property under S.939.49 Wisconsin Statute.
 - e. To remove a disruptive student from a school premises or motor vehicle, or from school-sponsored activities.
 - f. To prevent a student from inflicting harm on himself or herself. g. To protect the safety of others.
 - h. Staff may use incidental, minor or reasonable physical contact designated to maintain order and control.

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

excellence.

3.22 Physical Examination

- A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.

- B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee and/or the ability of the employee to perform essential functions of the job with or without reasonable accommodation. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

3.23 Position Descriptions

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

3.24 Severance from Employment

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

- A. Termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];

- B. voluntary resignation;

- C. retirement;

- D. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];

- E. failure to return to work following recall from layoff within fourteen (14) calendar days of receipt of notice to do so;

- F. failure to return to work the day following the expiration of an authorized leave of absence; and

- G. Job abandonment.

3.25 Student Handbooks

The Student Handbooks are available online at www.cf.k12.wi.us.

3.26 Employee (Whistleblower) Protection

- A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.

- B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

- C. Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

3.27 Work Spaces, Including Desks, Lockers, etc.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom.

3.28 Workplace Safety

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

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

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

B. Protection of Staff: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.

1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.

C. Notification of Safety and Health Standards: Wisconsin Statute § 101.55 requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by the federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under the District Policy EB to address workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion, also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See WIS. STAT. § 101.055; Public Employee Safety and Health, available at <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

D. Weapons Prohibition: Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set for in the following statutory provisions: WIS. STAT. SS

119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61.

1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this policy (e.g., law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).
2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.
3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the District Administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.
4. Hunting may be allowed in the school forest when school or rental groups are not using the property and with written permission from the District Administrator. Hunting for a wild animal will not be permitted in the school forest when there is not an open season for that animal on land adjacent to the school forest. All persons authorized to hunt in the school forest shall abide by state and federal laws while hunting on school forest property including, without limitation, laws applicable to firearms and hunting, and shall abide by all District rules regarding the use of the school forest.

E. Disaster Preparedness: All employees must become familiar with building procedures in the event of an emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

3.29 Violence/Bullying in the Workplace

A. **Expectations**: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.

B. Definitions as Used Under this Section:

1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct

supervision of the District.

2. **Threat**: A communicated intent to inflict physical or other harm on any person or property.
 3. **Intimidation**: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
 4. **Court Order**: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.
- C. **Prohibited Behavior**: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
1. Assault or battery.
 2. Blatant or intentional disregard for the safety or well-being of others. 3.
- Commission of a violent felony or misdemeanor.
4. Dangerous or threatening horseplay or roughhousing.
 5. Direct threats or physical intimidation.
 6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
 7. Physical restraint, confinement.
 8. Possession of weapons of any kind on District property [please see section 3.28 (D)].
 9. Stalking.
 10. Any other act that a reasonable person would perceive as constituting a threat of violence.
- D. **Reporting Procedure**: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect from immediate

harm, such as leaving the area.

2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.

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

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

In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

3.30 General Principles

A. **Reasonable Accommodation:** The Cambria-Friesland School District will provide reasonable accommodations to qualified individuals with disabilities who are employees or applicants for employment, unless to do so would cause undue hardship. "In general, an accommodation is any change in the work environment that enables an individual with a disability to enjoy equal employment opportunities." There are three categories of "reasonable accommodations":

1. modifications or adjustment to a job application process that enable a qualified applicant with a disability to be considered for the position; or
2. modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of that position; or
3. modifications or adjustments that enable a covered entity's employee with a disability to enjoy equal benefits and privileges of employment as are enjoyed by its other similarly situated employees without disabilities.

B. Undue Hardship: The limitation on Cambria-Friesland School District's obligation to provide "reasonable accommodation" is that no such change or modification is required if it would cause "undue hardship" to the Cambria-Friesland School District. "Undue Hardship" means significant difficulty or expense and focuses on the resources and circumstances of the particular employer in relationship to the cost or difficulty of providing a specific accommodation. Undue hardship refers not only to financial difficulty, but to reasonable accommodations that are unduly extensive, substantial, or disruptive, or those that would fundamentally alter the nature or operation of the Cambria-Friesland School District. The Cambria-Friesland School District will assess on a case-by-case basis whether a particular reasonable accommodation would cause undue hardship.

SECTION 4: WORKER'S COMPENSATION

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

SECTION 5: JURY DUTY LEAVES

5.01 Jury Duty Leave

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

5.02 Employee Notice

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

5.03 Payment for Time Out on Jury Duty

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

The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

SECTION 6: UNIFORMED SERVICES LEAVE

6.01 Uniformed Services Leave of Absence

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

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

Army, Navy, Marine Corps, Air Force and Coast Guard

B. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve

C. Army National Guard and Air National Guard

D. Commissioned Corps of the Public Health Service

E. Any other category of persons designated by the President in time of war or emergency

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

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

A. Active duty and active duty for training

B. Initial active duty for training

C. Inactive duty training

D. Full-time National Guard duty

E. Absence from work for an examination to determine a person’s fitness for any of the above types of duty

F. Funeral honors duty performed by National Guard or Reserve members

G. Duty performed by intermittent employees of the National Disaster Medical System

(NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). See 42 U.S.C. § 300hh-11(d).

6.03 Request for Uniformed Services Leave

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

SECTION 7: UNPAID LEAVES OF ABSENCE

7.01 Medical Leave

A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied. The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months. The above total unpaid leave periods may be extended if necessary to comply with state and/or federal law.

B. Benefits During Leave:

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

C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of

percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

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

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
 2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.
- D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.
- E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

7.02 Child Rearing Leave

- A. Application Procedures: The employee shall make written application for unpaid child rearing leave to the District Administrator at least 30 days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the teacher is unable to provide such advance notice due to the placement requirements of the adoption process. The application for unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied.
- B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:
1. Child born or adopted during the summer vacation – the following two semesters.
 2. Child born or adopted during the first semester – the balance of that semester plus the second semester.

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

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

C. Benefits during the unpaid child rearing leave:

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

D. Return from the Unpaid Child Rearing Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or layoff, whichever is applicable.

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

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

- A. **Qualifying Events:** An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical/dental), may qualify for continuation coverage if District -sponsored coverage

is lost due to the occurrence of any of the following qualifying events:

1. Voluntary or involuntary termination of employment for any reason other than “gross misconduct.” (e.g., resignation or retirement);
2. Death of the covered employee;
3. Divorce or legal separation from the covered employee;
4. Loss of “dependent child” status;
5. Eligibility for Medicare entitlement;
6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.

B. Period of COBRA Continuation: In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (see Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee’s spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.

C. COBRA Extension [Second qualifying events]: A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:

1. The employee's death;
2. Divorce or legal separation;
3. The covered employee becomes eligible for Medicare;
4. A child loses his or her “dependent child” status.

***Note:** The second event can be a second qualifying event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.

D. Premium Cost & Payment: The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District’s contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee’s participation the employee will be notified of the new premium in writing prior to its due date.

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

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

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

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

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

SECTION 8: WORK STOPPAGE

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

SECTION 9: CONFORMITY TO LAW

If any provision of this *Handbook*, or addendum thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any

sections, or addendum thereto, should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby.

SECTION 10: DISCIPLINE AND DISCHARGE (Support Staff Only)

10.01 Length of Probationary Period

All newly hired employees shall be on probation for a period of one calendar year.

10.02 Standard for Discipline and Termination

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

10.03 Benefits During Probation

Except as expressed herein, all provisions of this Agreement shall apply to an employee as of the first day of employment. If an employee quits or is terminated during the probationary period, however, no accrued sick leave, vacation, or other benefits shall be due him or her. Employees eligible to receive insurance benefits shall receive initial coverage in accordance with the waiting periods, if any, contained in paid coverages without regard for the probationary period.

10.04 Representation

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

10.05 Disciplinary Materials

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

SECTION 11: HOURS OF WORK AND WORK SCHEDULE (Support Staff Only)

11.01 Letter of Appointment

Each employee shall be issued an annual letter of appointment shall be consistent with this *Handbook* and board policy, before the last student contact day of the school year. The letter of appointment shall identify the employee, the position(s) that the employee is employed for, the length of the work year, the length of the work day, the tentative starting and ending times of the work day, and the pay rate for the position. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e.,

assignment, wages and hours) as the one currently held.

A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full layoff. In the case of a change of assignment the employee shall be provided with at least 30 calendar days' notice of the change of assignment, if practicable, as determined by the administration.

11.02 Regular Workday and Starting and Ending Times

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

11.03 Regular Work Week

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

11.04 Part-time Employees

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

11.05 Additional Hours and Overtime - Approval and Assignment

- A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.
- B. Assignment: Non-emergency scheduled overtime assignments will be filled using volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District may assign the work on a rotating basis within the applicable job classification. Emergency overtime assignments shall be assigned at the discretion of the District.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated on the back of the employee's time sheet. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

11.06 Lunch Period

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

Employers must pay all employees for “on duty” meal periods. An “on duty” meal period is one where the worker is not provided at least 30 consecutive minutes free from work, or where the worker is not free to leave the premises of the employer during a meal period.

Employers also are not allowed to require that meals be accepted as part of the worker’s wages.

State law does not require that brief rest periods, or coffee breaks, be provided to employees. Such matters are to be determined between the employer and the employee directly.

11.07 Time Sheets

Time sheets shall be used by all employees.

11.08 Emergency School Closing Employee Options

The support staff employee may select one of the following options if the District is closed in an emergency.

- A. The employee may elect to not be compensated for the day/time school was closed.
- B. The employee may elect to use compensatory time off, vacation, or personal leave time if available.
- C. Custodian(s) and/or office personnel may report to work and work on a day school is closed due to inclement weather or other emergency if conditions permit. If a decision is made not to report to work they shall notify their immediate supervisor.

11.09 Attendance at Meetings

Employees required to attend meetings called or scheduled by the Employer shall be paid for all hours spent in attendance at such meetings, if such meetings are held when the employee would regularly be on duty. If meetings are held and attendance required by the District outside an employees’ regular work day, the district will compensate that employee using his/her straight time hourly rate. If this places an employee into overtime, overtime will be paid.

11.10 Notice of Reduction In Support Staff

The District will give at least thirty (30) calendar days’ notice of any reduction in force. The notice of reduction in force shall specify the effective date and that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee’s address.

SECTION 12: EMPLOYEE EVALUATIONS (Support Staff Only)

12.01 Evaluation

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

12.02 Procedures and Instruments

The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

12.03 Frequency

The frequency of evaluations shall be established per Board Policy.

12.04 Receipt of Evaluation

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

12.05 Comments, Disputes

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

12.06 Evaluators

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

SECTION 13: RESIGNATION FROM EMPLOYMENT (Support Staff Only)

13.01 Notice of Termination of Employment

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

SECTION 14: ATHLETIC AND ACTIVITY ASSIGNMENTS

14.01 Letter of Assignment

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

- A. Activity assignments will be offered to the individual who, in the sole discretion of the

District, is the most qualified applicant. However, under no circumstances shall a Board member work as a coach, assistant coach, advisor, or assistant advisor to an extracurricular activity (on either a paid or a volunteer basis).

- B. The stipend for extra-curricular activities shall be specified in the letter of assignment.
- C. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.

14.02 Payments

Payments for extra-curricular activities shall be made in accordance with District payroll procedures, for the specific extra-curricular assignments.

14.03 Evaluation of Extra-Curricular Assignments

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

14.04 Volunteers

Upon approval from the head coach/advisor and the athletic director or principal, an individual may serve as a volunteer coach/advisor for an extracurricular activity. The following guidelines apply to volunteers:

- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District; however, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They will be responsible for their own personal injuries (i.e., ineligible for worker's compensation);
- D. They must consent to a background check.
- E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- F. They accept direct and indirect supervision by the head coach; and, G.

They may be dismissed at any time without cause.

SECTION 15: Pay Periods

15.01 Annualized Payroll Cycle

A. School Year Employees (Defined in A. 1 & 2 as teachers only)

1. Annualized Payroll: Teachers scheduled to work the school year may voluntarily request to be paid on a twelve (12) month twenty-six (26) payroll cycle. Such requests shall be made in writing and submitted to the business office by August 1st. For employees with an individual contract, such election may be provided at the same time as the issuance of the individual contract. All teachers covered under this provision shall have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the district approved format.
2. School Year Payroll: For teachers who do not voluntarily request to be paid on a twelve (12) month payroll cycle, the payroll cycle shall be on a ten (10) month basis.

B. Other Employees

1. All other employees, scheduled to work either a calendar year (12 months) or for the academic school year (approximately ten (10) month basis) will be appropriately placed on the twenty-six (26) payroll cycle. Their payroll amount, in the cycle, will be determined by their time sheets and/or their contracted amounts

15.02 Payroll Dates

The payroll dates shall be bi-weekly (defined as every two weeks). The schedule is established by the administration. Any changes in the schedule due to holiday issues will be communicated to the employees.

15.03 Direct Deposit Payment Method

All employees shall participate in a direct payroll deposit plan. Direct deposit statements will be entered into the employee's electronic account on each pay day. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing. Each non-exempt employee shall, with each electronic payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received. In addition to the above, each employee shall have access to electronic records indicating the number accumulated sick leave days, the number of personal days remaining to employee's credit, the number of emergency days that have been used, and the number of vacation days to be taken and the number remaining.

15.04 Definitions for Payroll Purposes Only

A. Day

A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.

B. Week

A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.

C. Pay Week

The pay periods shall be bi-weekly.

15.05 Tax-Sheltered Annuities

The board provides for the purpose of withholding tax-sheltered annuities a maximum of five companies as determined by administration. Premiums are to be withheld from checks and go directly to the insurance company. Requests for joining the tax-sheltered annuity program must be presented three (3) weeks prior to billing.

15.06 Section 125/Flex Program

The Cambria-Friesland School District will offer a Section 125 Plan. The plan shall be maintained at no cost to the district and be administered through a company agreed upon by the district. The plan will be evaluated on a yearly basis to ensure that it remains a no-cost benefit. Any unused funds will be divided equally among all participants.

**SECTION 16: Compensation And Expense Reimbursement
Applicable To All District Employees**

16.01 Mileage/Travel Expenses

Employees whose duties require travel within the district or use of their own vehicle for another reason will be paid a monthly allowance not subject to income tax withholding based on 31 cents per mile; with \$9.00 maximum per breakfast, \$12.00 for lunch, \$16.00 for dinner/supper unless greater meal costs meet the approval of the administration. All travel outside the district must be approved by the administration in advance and the mileage and meal rates are identical to those stated above.

SECTION 17: Physical Examinations

17.01 Physical Examinations

The policy for physical examinations shall be according to Wisconsin Statutes of 118.25. Copies of the physical examination form may be secured by contacting the superintendent. If however, any staff member has had a positive reaction to the T.B. test, he or she must take a T.B. test plus a chest x-ray as often as his or her physician deems necessary. A statement to this effect must be submitted to the superintendent.

SECTION 18: Staff Handbook

Annually the Cambria-Friesland School Board approves an updated staff handbook. This handbook when approved by the Cambria-Friesland School Board and by this reference

automatically becomes part of the Employee Handbook. A current copy of this handbook is identified as Appendix IX.

Part II

PROVISIONS APPLICABLE TO STAFF WITH INDIVIDUAL CONTRACTS UNDER SS 118.21, WIS. STATS. AND PROFESSIONAL/ EXEMPT NON-SUPERVISORY EMPLOYEES

SECTION 1: Normal Hours of Work

1.01 Normal Hours of Work For Teaching Staff

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

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

- A. The normal school day shall include eight (8) continuous hours which may fall between 7:30 a.m. and 4:00 p.m. All teachers must choose an eight (8) hour schedule at the beginning of the school year, within the 7:30 a.m. and 4:00 p.m. time frame, notify the administration and parents of that schedule and not alter that schedule throughout the first and second semesters. Teachers will be in attendance at staff meetings, curriculum meetings, and scheduled meetings (parent or staff) regardless of when they begin the school day.
- B. Teacher staff meetings may be scheduled to last until 4:30 p.m. (maximum of one such meeting per month).
- C. Curriculum meetings may be scheduled to last until 5:00 p.m. (maximum of one such meeting per month for each curriculum area/committee).
- D. On days preceding Thanksgiving, Christmas, and spring recess, the teacher's day ends at 3:30 p.m.; likewise all Fridays, unless a special parent conference is scheduled.
- E. When a school or schools are closed by order of the Board of Health or by order of the superintendent because of adverse weather conditions, failures of mechanical equipment, bomb threats, or any other situation beyond the control of the district, teachers will be required to make up the school day or days cancelled as determined by the Cambria-Friesland Board of Education.
- F. If a parent meeting is scheduled during a teacher's prep time or when a meeting is scheduled requiring the attendance of the teacher (per approval of the superintendent), the teacher will receive \$15.00 per class period. Class period for this item is defined as the current length of a class at the Cambria-Friesland High School.
- G. If a teacher accepts a voluntary assignment during his/her duty free lunch period, he/she will be compensated at the rate of \$1050.00 annually. This duty cannot be considered as an overload. This duty will count as the teacher's duty free lunch period. Filling this position is at the sole discretion of the superintendent.

SECTION 2: Teacher Benefit & Salary Guide Components

2.01 Credit Reimbursement

The Board shall pay \$160.00 per credit reimbursement for the successful completion of graduate or undergraduate credits earned by taking courses at or through a degree-granting institution whose credits are recognized as applicable to a degree. Successful completion is verified through the submission of a final grade report given by the granting higher educational institution. Courses taken for advancement/reimbursement may include further study in the assigned teaching field, courses taken to earn certification in an area needed by the district and courses which benefit the district. Credit reimbursement will be the lesser of either the actual cost of the credit or the current reimbursement rate. Proof of cost of each credit is required. All courses for advancement/reimbursement on the salary schedule must be submitted in advance to the superintendent who shall approve or reject. A staff member has three years from the time of Administrative Course Approval to complete his/her class if credit reimbursement is being requested.

2.02 Advancement

- a. For purposes of salary lane advancement, there shall be no limit on the number of credits accepted per year. Salary lane advancement is limited to the equivalent of 60 credits maximum total accumulation. Teachers who have earned and been paid for more than 60 credits as of July 1, 2012 are grandfathered at a salary lane advancement limit equal to the number of credits they have on that date (Such employees keep the credits they have received up to that date, but may not receive payments for any additional credits received after that date). Proof of earning the credits shall be an official transcript. Grade reports and letters will be accepted for reimbursement and lane advancement until an official transcript is on file. This transcript must be on file by September 1 of the following school year for fall and spring classes in order to continue receiving salary lane advancement for the credits. Summer school transcripts must be turned in by September 1 of the next calendar year. . A staff member has three years from the time of Administrative Course Approval to complete his/her class if advancement credit is being requested.
- b. For purposes of advancement, salary lanes will be paid at \$115.00 per semester graduate credit, with undergraduate credits prorated at 1.5 undergraduate semester credits equal to 1 semester graduate credit.
- c. Advancement on the salary schedule will be made at the beginning of each new academic year upon a submitted request for advancement along with evidence of successful completion of the course (official grade report or transcript). The payment for this salary increase defined in Section 2.02 (c) begins with the last pay period in September.
- d. Upon declaring a master's degree, any returning Cambria-Friesland School

District faculty member will be placed in the master's degree lane Step 1 in September. The faculty member, referred to in the previous sentence, will not receive \$115.00 per credit for any credits earned prior to the employee declaring that he/she has been awarded a master's degree.

- e. Newly hired teachers with an Initial Educator's license will be placed on the appropriate step on the Initial Educator's lane. After 5 years, if a PDP has not been completed and approved, the initial teacher's pay will be frozen at Step 5 of the Initial Educator's Lane. Upon successful completion of a PDP and the awarding of a Professional Educator's license, the initial educator will move to Step 1 of the Professional Educator lane (B.S. or M.S. as appropriate).
- f. National Board for Professional Teaching Standards: Upon successful completion of the National Board Certification program as offered by the National Board for Professional Teaching Standards, staff would receive \$1,035 or the equivalent of nine (9) graduate credits of reimbursement as determined in letter b. of this section. The \$1,035 would be an annual supplemental compensation for the staff member. It is the staff member's responsibility for Renewal of National Board Certification within 5 years. For renewal teachers must submit proof of successful National Board Certification. Upon successful completion of National Board Certification, the staff member will receive an increase of \$518 annually or the equivalent of one-half per credit reimbursement as determined in letter b. of this section. National Board Certified teacher compensation will be capped at \$6,900 or the equivalent of graduate credit reimbursement as determined in letter a. of this section.

Example 1: Teacher A successfully completes the National Board Certification program. Teacher A would receive an annual stipend of \$1,035 as described in f. of this section. Upon successful renewal of National Board Certification, \$518 will be added to the \$1,035 stipend annually.

Example 2: Teacher B does not renew their National Board Certification, there will be no stipend beyond the \$1,035 or amount equivalent to the per credit reimbursement as determined in letter b. of this section.

Additionally, the definition of the master's degree program will be the awarding of such a degree regardless of the number of credits required to complete the degree. Once a faculty member has declared his/her master's degree, he/she will always be recognized as having such a degree. A copy of the graduate transcript (a copy of the diploma will suffice if transcript does not show the awarding of the master degree) showing the awarding of the master's degree on file in the district office will be proof of declaration.

2.03 Summer School And Detention Supervision Pay

Extended contracts for summer employment will be compensated at an hourly rate based on the following formula: Number of days in the contract year (x) hours in a

teacher's day = hours in a year. This hours-in-a-year will be divided into the teacher's salary, per his/her placement on the salary schedule for the prior school year. The Cambria-Friesland School District states that for calculating summer school pay the maximum rate will be no more than the hourly rate calculated by using the Professional Educator B.S. step (1) salary. Current salary schedule attached.

When a summer school class is offered that uses administrative approved outside assistant(s) on a part-time basis, a stipend will be individually negotiated by the administration with the assistant, and paid to each assistant.

Teachers who supervise detentions after contracted time will receive a per-diem rate based on the following formula: base salary + credits salary + longevity, divided by 192 days, divided by 8 hours per day. The amount of pay will be dependent upon the actual amount of detention time that the teacher supervises beyond the contracted time. The amount of detention time will be determined by the PK-12 Principal and/or Superintendent.

2.04 Co-Curricular Salary Schedule/Longevity Pay

- a. Any teacher who reached the top of his or her lane in a previous contract year (so that he or she would not otherwise realize any incremental increase in the present contract year) the Board will grant a \$700.00 longevity payment. Extracurricular pay for staff shall be based on a percentage of the Initial Educator base according to the following schedule:

<u>Assignment</u>	<u>Percent/Dollar Amount</u>
Head Football	9.5
Assistant Football	7.0
Second Assistant Football	7.0
Third Assistant Football	7.0
Fourth Assistant Football	7.0
Fifth Assistant Football	7.0
Sixth Assistant Football	7.0
Boys Head Basketball	9.5
Boys Assistant Basketball	7.0
Boys Freshman Basketball	7.0
Boys Middle School Basketball [one coach]	7.0
	[If two coaches--5% for head and 3% for assistant.]
Assistant Wrestling	7.0
Boys and Girls Track	9.5
Head Baseball	9.5
Assistant Baseball	7.0
Head Volleyball	9.5
Assistant Volleyball	7.0
Second Assistant Volleyball	7.0

Jr. High Volleyball 7.0
Girls Head Basketball 9.5
Girls Assistant Basketball 7.0
Girls Freshman Basketball 7.0
Girls Middle School Basketball [one coach] 7.0
 [If two coaches--5% for head
 and 3% for assistant.]
Head Softball 9.5
Assistant Softball 7.0
Golf 4.0
Senior High Cheerleaders 5.0
Spirit Squad 5.0
Junior High Cheerleaders 2.0
Choir Director 3.0
Band Director 3.0
Pep Band 4.0
All-School Play [If One Directs] 5.5
 [If two directors— 3.25% for head
 and 2.25% for assistant]
Forensics 5.0
Assistant Forensics (15 students) 3.0
FFA 2.5
FCCLA 2.5
Spanish Club 2.5
Student Council 2.5
Freshman Class Advisor (2) 2.0
Sophomore Class Advisor (2) 2.0
Junior Class Advisor (2) 2.5
Senior Class Advisor (2) 2.5
Homecoming Advisor 1.0
National Honor Society 2.5
FBLA/DECA 2.5
Middle School Student Council 1.5
MS Core Team Leader 4.0
Flag Team Advisor 1.0
Odyssey of Mind/Destination Imagination 4.0
Destination Imagination Assistants \$300.00
Sound Technician/Coord. \$250
Tech Prep Coord. \$1,000
E4E Coord. \$500
Event Supervisor \$13.00/hour

Saturday Event Supervisor \$17.00/hour
Bus Chaperone \$8.00/hour

(\$20 minimum)

Dance Chaperone \$8.00/hour
Elem. Classroom Teacher Concert
Chaperones W/Their Class \$8.00/hour
Educator Effectiveness Peer Mentor Coach \$800
Ticket Takers \$30.00 per event/per person

b. Vacant extracurricular positions shall be offered to qualified Cambria-Friesland School District teachers first. If no qualified teacher, then volunteers will be solicited from the general public. The district may refuse to offer the position to a volunteer who does not meet the qualification standards set by the board. If no qualified volunteer is available, then the position will be assigned to a qualified Cambria-Friesland School District teacher.

c. Each extra duty assignment is to be considered as continuing the ensuing school year, unless notification from the superintendent to the contrary is received by the teacher prior to June 1. This provision is void if the activity is deleted from the budget. The extra duty assignment is considered acceptable unless the teacher indicates in writing to the superintendent by March 1 that he/she wishes to be relieved of the assignment. In the event the teacher indicates, every effort will be made to find an adequate replacement. In the event such a replacement cannot be found the teacher will be assigned and efforts continued in order that the individual will be relieved of the assignment by the end of the ensuing school year. The Board may limit releases in the sports area to no more than one person per sport in each school.

d. If student numbers fall to a number that the coach or advisor position would be eliminated, the coach or advisor will be paid the pro-rated amount of salary based upon the prorated amount of time that the coach or advisor has served in the position.

2.05 Emergency School Closures

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

SECTION 3: Teacher Rights

A. A teacher shall have the right, upon request, to review the contents of his/her personnel file except credentials and the instrument used for evaluation prior to

employment, and to receive copies of any documents, except aforementioned, contained therein. A teacher shall be entitled to have a representative of the CFEA and/or if the CFEA does not exist, a representative of his/her choice to accompany him/her during such review.

- B. The teacher shall have the right to submit a written answer to any document or materials found therein and his/her answer shall be reviewed by the superintendent or his/her designee and attached to the file copy.
- C. A teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his/her designee and if the superintendent agrees that the documents are obsolete or otherwise inappropriate to retain, they shall be destroyed. Only documents or materials which deal with the teacher personally and are not considered part of public records may be removed from files.
- D. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no documents and/or other materials shall be placed in the personnel file of a teacher after his/her last day of employment.
- E. The board shall not establish any separate personnel file which is not available for teacher's inspection.
- F. Probationary teachers shall be provided, at a minimum, two written evaluations annually during their period of probation; however additional evaluations may be conducted as determined by administration.
- G. Non-probationary teachers shall be provided with one formal written evaluation per the standards set by the Wisconsin Department of Public Instruction; however additional evaluations may be conducted as determined by administration.

This written evaluation(s) will be presented to the teacher at an oral conference. The teacher shall sign the evaluation(s). The teacher may attach any additional comments within five (5) school days following the oral conference(s).

- H. Cambria-Friesland teachers who are assigned teaching or supervision duties in the Randolph School District may be supervised and evaluated by Randolph administrative personnel. Any written evaluation (s) completed by a Randolph Administrator (principal and/or superintendent) shall be shared with the teacher. The written evaluation shall be forwarded to the teacher's immediate supervisor in the Cambria-Friesland School District. The Cambria-Friesland supervisor shall determine if this evaluation(s) will be placed in the teacher's personnel file, and shall inform the teacher if the evaluation(s) is to be included in the teacher's personnel file.

SECTION 4: Professional Growth

4.01 Requirement to Remain Current

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

SECTION 5: Teacher Supervision and Evaluation

5.01 General Provisions

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

1. "Day" and "Days": The words "day" and "days" in this article mean working school days, excluding holidays, weekends, etc.
2. "Continuing Teacher": A continuing teacher is a teacher who has taught more than three years in the district under a full-time or part-time regular teaching contract.
3. "New To The District": A new to the district teacher is a teacher who has taught less than three years in the district under a full-time or part-time regular teaching contract.
4. It is understood that Section Five (5) Teacher Supervision and Evaluation incorporates, by reference, the Wisconsin Educator Effectiveness System. The components of that system will be added to, or substituted for, any components of Section Five (5) of Part II of the Employee Manual if/when/where discrepancies exist.

5.02 Evaluators

Every teacher in the district will be supervised and evaluated by the principal and/or superintendent. The district will provide the employees with their placement within the supervision and evaluation rotation cycle. The district may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.

5.03 Evaluation Process – Conditions for All Employees

A. Basic Requirements

1. A new to the district employee shall be formally observed at least two time(s) per year during the first three years of employment. The first observation shall consist of a pre-conference, observation, and post-conference. The two observations must be completed by April 1st. In addition to the two observations the employee will receive one summative evaluation. This evaluation will also be completed by April 1st.
2. A continuing employee shall be formally evaluated at least once every third school year at the discretion of the district.
3. All required observations must be completed by April 1st.
4. All formal observations will be followed by a conference with the observing administrator. This conference will take place as soon as schedules permit but not later than 15 working days for the actual observations.
5. Assistance, recommendations, and directions may, at the discretion of the district, be provided to each teacher in an attempt to correct professional difficulties observed.

B. Acknowledgement of Receipt and Response

The teacher will acknowledge receipt of all documents related to *observations* and evaluation(s) by signing and dating the document within ten (10) school days. The teacher shall have the right to attach a report with any remarks concerning the document(s). Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument to be placed in the personnel file. A teacher may attach a response to any document related to this process after the teacher's receipt of the evaluation document(s) listed above. The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument:

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

C. Copy of Evaluation Procedures

A copy of the current observations and evaluation form(s) in use can be obtained from the principal.

D. Intensive Support

Intensive support is the supervision and evaluation procedure applied to teachers whose performance has not met expectations as of the most recent summative evaluation conference. Intensive support is designed to improve the overall performance of a teacher whose overall performance has not met expectations. Teachers whose overall performance has not met expectations may, at the discretion of the district, receive intensive support or may be non-renewed pursuant to S.118.22, Wis. Stats. If in the district's discretion intensive support is offered, the process shall be as follows:

1. Goal of Intensive Support: The goal of intensive support is for the teacher to meet expectations. The intensive support plan will be designed to meet the specific needs of the teacher and the performance expectations of the district.
2. Content of Intensive Support: It may include a description of the teacher's deficiencies, a description of appropriate performance, a goal setting plan to help the teacher develop required skills, a schedule of supervisory activities including at least one evaluation, and a target date by which time the teacher will perform satisfactorily. The plan is not limited to, but might include, the following interventions: any means of staff development support by experts outside the district, and/or peer coaching or mentoring.

E. Supervision and Evaluation of Probationary Teachers

Probationary teachers shall be subject to the provisions of this subsection for three complete contract years. A probationary teacher under this paragraph is a teacher who has not taught more than three years under a full-time or part-time regular teaching contract in the district.

1. Professional Development: Probationary teachers may be required to spend time (up to a maximum of 16 hours) prior to the beginning of school, without additional compensation preparing professional and curriculum materials and lesson plans (which would include being oriented to the district, evaluation practices and general expectations for their assignments). This requirement when administered with no additional compensation applies only to the summer prior to a probationary teacher starting work with the Cambria-Friesland School District. During subsequent summers probationary teachers will receive compensation based upon an

agreed rate of pay for professional time spent on curriculum work.

2. Frequency of Evaluation: Probationary teachers shall be formally observed by the principal/or superintendent at least twice each year.
3. Probationary teachers will complete a goal setting plan each year. Probationary teachers who are initial educators covered under Wisconsin Code PI 34 are subject to the provisions set forth below in section F.

F. Initial Educator Professional Development Plan

The individual teacher who holds an Initial Educator License is responsible for developing a Professional Development Plan (PDP). The PDP must demonstrate increased proficiency and professional development based on the Wisconsin Educator Standards. The Initial Educator is also responsible for initiating an annual review of the PDP by the Initial Educator's Review Team (IERT) that is convened by the Initial Educator.

1. Mentor for Initial Educator and a teacher new to the District (who holds a current Wisconsin teaching license)
 - a. The district will assist the initial educator in finding a qualified mentor. When mentors are selected by the district, current staff volunteers will be considered first. The district reserves the right to use qualified persons who are not district employees or continuing teachers if no qualified current staff is available.
 - b. If a teacher is selected as a mentor, he/she shall be paid a stipend of \$800 for the academic year he/she served as a mentor. Payment will be made at the end of the respective academic year. It is understood that any meetings that take place between the mentor(s) and teacher(s) being mentored either during or after the school day, the district will not be charged any financial amount for this meeting, either by the mentor(s) or teacher(s) being mentored.
 - c. A continuing teacher serving as a mentor may request the district assign him/her to a different probationary teacher and/or be relieved completely from mentor responsibilities. The request must be in writing to the superintendent. The superintendent will respond to the request within ten (10) days of receipt. The superintendent will grant the request if the superintendent, in his/her discretion, has a qualified replacement mentor. The present continuing teacher will serve as the mentor until such time as the suitable replacement is found. In the event a mentor is replaced,

compensation will be prorated for the period served as a mentor.

- d. The teacher receiving mentoring may request the district to provide a different mentor. The request must be in writing to the superintendent. The superintendent will respond to the request within ten (10) days from receipt.
- e. The Cambria-Friesland School District agrees to indemnify mentors and those reviewing and making recommendations on professional development plans and hold them harmless against any and all claims or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken, which action or non-action is in compliance with the provisions of this section, including but not limited to claims against the mentor for denial of an educational license to another employee.

SECTION 6: Teacher Assignments, Vacancies, and Transfers

6.01 Teacher Assignments, Vacancies, and Transfers

A. Determination of Assignment

Teachers will be assigned or transferred by the superintendent of the district and/or his/her designee.

B. Assignment Preference Consideration

Teachers may express in writing to the superintendent and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his designee, who shall give due consideration to such requests (subject to the District Administrator's or the designee's authority to assign to all positions the individual who he/she believes is the best fit).

C. Job Posting

When a teaching position becomes vacant or a new position is created, notice of such available position will be posted on the State of Wisconsin Government Website, www.wisconsin.gov and WECAN <https://services.education.wisc.edu/wecan/> The district retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. The notice shall include the date of posting, the job requirements, a description of the position available, and the qualifications

required for the position.

6.02 Employee Resignation

A. The teacher's individual contract, which is part thereof, shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, either during its term or after signing a contract for the ensuing contract year it is understood that the following conditions for release shall apply:

1. The teacher must give the district notice that they intend on severing their contract with the district. Whenever possible, the teacher must give such notice at least thirty (30) calendar days prior to the date the employee desires the severance to occur.
2. It is agreed that liquidated damages are due to the district within the thirty (30) calendar day notice of resignation, or collected after the board accepts the resignation and deals with a waiver determination as follows:
 - a. Five hundred dollars (\$500) if the employee's resignation is effective on or after June 15th, but before July 1st.
 - b. Two thousand (\$2,000) if the employee's resignation is effective on or after July 1st but before the first assigned staff workday of the new school term.
 - c. Three thousand dollars (\$3,000) if the employee's resignation is effective on or after the first assigned staff workday of the new school term.
3. Liquidated damages and the thirty (30) calendar day notice requirement would not apply to teachers who do not sign their contracts by June 15th, or whose resignation is tendered and effective at the end of the school year.
4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.

B. The board in its discretion may waive the liquidated damages for the following reasons:

1. Employment transfer of spouse;

2. Illness of employee;
3. Other reasons as determined by the board of education.

In the event the district chooses to waive the liquidated damages, the district shall return any money submitted with the resignation notice to the employee.

- C. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this article.

In the event said teacher breaches this contract by termination of services during the term hereof, the board may, at its option, demand to recover from the teacher such amount of liquidated damages as set forth above.

D. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s), or the employee shall submit a check for the liquidated damages amount at the time of resignation.

E. In the event a teacher breaches his/her contract by termination of services during the term thereof, the Board may, at its option, demand to recover from the teacher such amount of liquidated damages as set forth above; provided, however, that this expressed intent to liquidate the uncertain damages and harm to the District is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the said teacher.

"The teacher's signature below specifically authorizes the deduction of such liquidated damages from the employee's remaining paycheck(s) if the employee breaches the contract prior to the expiration date of this Agreement."

6.03 Teacher Absence and Substitutes

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call the designated substitute service person (Appropriate District Administrative Assistant Staff). If possible, such notification should be made the evening prior to the time of absence, or between 6:00 a.m. and 6:30 a.m. the day of the absence. This will help to provide time for obtaining a substitute teacher.

6.04 Summer School Assignments

When possible, summer school subjects should be made known on or before May 15. All current teachers in the district may apply for summer school positions in the same manner as non-district teachers. Employees teaching summer classes shall be given a

summer school session contract.

6.05 Extended Contracts

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

SECTION 7: Teaching Load/Work Day

7.01 For Grades Sixth Through Twelfth

A teacher load for grades sixth through twelfth grade is defined as:

1. One full period of preparation
2. One full period of study hall
3. The remainder of student contact time shall consist of instructional periods or other similar duties assigned by the administration. It is also understood that sixth through twelfth grade teachers will accept supervisory responsibilities when needed.
4. In grades sixth through twelfth one full period shall be defined as the number of minutes for a period in grades sixth through twelve in the current schedule.

7.02 For Grades Pre-Kindergarten through Fifth

A teacher workload for grades pre-kindergarten through fifth grade is defined as:

1. One class period equivalency each day in pre-kindergarten through fifth grade for teacher preparation time.
2. All remaining time shall be considered student contact time and assigned by the administration.

7.03 Substituting For Another Staff Member

Staff members required to substitute will be paid \$15.00 per class period. A class period shall be defined as the number of minutes for a period in grades sixth through twelve in the current schedule.

7.04 Overload

Sixth through twelfth grade teachers accepting an assignment in excess of the teaching load described in 7.01 of this section or in lieu of a study hall shall be compensated at \$2,200 per year.

7.05 Parent Meeting

If a parent meeting (face-to-face meeting) is scheduled outside of the normal contracted school day, the teachers in attendance will be compensated at \$15.00 per meeting or \$15.00 per hour whichever is greater. The maximum able to be collected under this section in one day is \$45.00.

7.06 Lunch Period

Teachers will be scheduled for a 30-consecutive minute duty-free lunch period as required; and the board may negotiate with individuals when deemed necessary by the superintendent for a nonconsecutive lunch period.

Teachers volunteering for lunch duty supervision shall be paid \$1050 annually. This duty cannot be considered as an overload. This duty will count as the teacher's duty free lunch period. Filling this position is at the sole discretion of the administration.

SECTION 8: Discipline, Termination, And Nonrenewal

8.01 Standards for Nonrenewal for Teachers

A. New To The District Employee: A new to the district teacher may be non-renewed during their employment period and such nonrenewal will not be subject to the grievance provisions of this handbook or in District Policy #GBM – Employee Grievances (Discipline, Termination, and Workplace Safety). Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats.

B. District Employees: After completing the first three years of employment in the district, the parties agree to the following procedure for nonrenewal:

1. A teacher employed in the district is subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. No teacher shall be non-renewed for arbitrary or capricious reasons. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats. and is not covered by the grievance procedure under this handbook.

A nonrenewal shall not be deemed a “termination” under Board Policy GBM – Employee Grievances and so referenced in board policy.

C. Nonrenewal/Layoff: If the Cambria-Friesland Board of Education determines that layoffs are necessary, the notice of nonrenewal will read “Nonrenewal due to layoff”. The reasons will indicate the cause is due to budgetary constraints and/or class/grade reductions. Such nonrenewal shall be exclusively subjected to the Provisions of Section 118.22 Wis. Statutes and is not covered by the grievance procedures under this handbook.

8.02 Length of Probationary Period for Teachers

- A. All teachers hired before July 1, 2011 who possess one of the following licenses: a professional educator license under Wis. Admin. Code PI 34.18; a master educator license under Wis. Admin. Code PI 34.19, a life license under Wis. Admin. Code PI 34.20; or were hired as an initial educator license under Wis. Admin. Code PI 34.17 prior to July 1, 2011 shall serve a three (3) year probationary period from the employee's initial date of hire. Initial date of hire is defined as the employee's most recent date of hire with no break in service. All teachers hired after July 1, 2011 regardless of prior experience are considered a ***new to the district*** employee for three consecutive years after hire in the Cambria-Friesland School District.

8.03 Standard for Discipline and Termination For Teachers

A teacher may be disciplined or terminated for "good and sufficient cause". Such discipline shall be subject to the grievance procedure provisions of his handbook. "Good and sufficient cause" is defined as:

- A. Any inexcusable substantial violation by an employee of instructions, or neglect of duty of a substantial character, or any misconduct inconsistent with the employment relationship and which might injuriously affect the district regardless of any express agreement on the subject, constitutes good ground for discharging the employee.
- B. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee misconduct in which the District has a disciplinary or termination interest.
- C. Reasonableness of the penalty: The particular discipline or termination imposed by the district must not be unreasonable.

8.04 Representation

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

8.05 Disciplinary Materials

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

8.06 Termination of Employment

The employment relationship between the district and any employee is terminated:

1. If the employee is discharged pursuant to section 8.03.
2. If the employee quits his/her employment.
3. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless the employee was unable to notify the administration because of illness or other reasonable basis.
4. If the employee retires.
5. "Termination" is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the district, abandonment of the position, incompetence or other reason deemed sufficient by the board and/or its designee. Termination results in involuntary separation with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purpose of this document, termination shall not include, for instance, voluntary retirement, voluntary resignation, nonrenewal of a contract under section 118.22, Wis. Stats. or section 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.

8.07 Benefits for Teachers

Except as expressed herein, all provisions of this handbook shall apply to teachers as of the first date of employment. If an employee quits or is terminated however, sick leave, personal leave, or other benefits shall not be due to him or her. Teachers eligible to receive insurance benefits shall receive initial coverage contained in paid coverages. Employees who remain employed shall be entitled to all of the provisions of this handbook retroactive to the original date of employment.

SECTION 9: Leave Policies

9.01 Sick Leave

Employees are granted eleven (11) days of sick leave per year, cumulative to a maximum of 90 days. For staff that currently have more than 90 days of sick leave accumulated, they will keep their current balance of sick leave days, but will not be able to accumulate additional sick days to their total unless it drops below 90 days. It is understood however, that sick days used in any calendar year will first be deducted from the new year's total of eleven (11) days and not from the accumulated total unless necessary. Sick leave is granted for personal illness and quarantine, doctor and dentist appointments involving illness, diagnostic, or evaluative tests, required continual medical treatment, or requested by the school. Whenever possible, every effort will be made to schedule non-emergency medical appointments at a time that least interferes with the instructional day.

Employees exceeding the allotted or accumulated sick leave days will receive a reduction in salary of one day's salary. Employees will not be reimbursed for unused sick leave upon termination of employment unless provided for or by reference to another section of this handbook or another document. If time is needed by a teacher(s), the administration, or an officer of the CFEA, may contact teachers who may be interested in donating sick leave (up to a maximum of eight (8) hours per contract year) to another teacher(s). The time will be donated into a pool to be used by a teacher or teachers so indicated in the request. To verify that a teacher wishes to donate into the pool they may give verbal approval to the requestor, but must follow up with an email, or another form of written verification, to the executive assistant (district office) that they have agreed to donate time to the pool. This pool should be established on a need basis and only when actual time is needed by a teacher(s). A leave form will indicate the time to be consumed by the pool days given. No more than four (4) days will be granted to any one teacher per contract year.

In the event that an employee is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the employee to notify the superintendent as far as in advance as possible in writing of the anticipated time, duration of sick leave, and the reason for requesting such sick leave.

The superintendent may require a certificate from an individual's physician to verify an individual's inability to return to work. In the event that an employee on sick leave fails to return to work as soon as medically able to perform his/her assigned teaching duties, he/she may be deemed to have resigned his/her position with the district.

9.02 Non-Cumulative Leave

Employees are granted six (6) non-cumulative days of leave per year at full pay for the first five, but for the sixth day the teacher must pay the substitute at the current rate of pay. The purpose of these days is to conduct necessary or urgent business that cannot be conducted outside of school hours. The leave could be used for such matters as household emergencies, family member or friend's surgery or illness, accidents, or death within or outside of the family. Court appearances will be included as a like condition under this leave. Sick leave shall not be used when non-cumulative leave has been exhausted.

Staff will use sick leave and non-cumulative leave prior to request for unpaid

leave. 9.03 Absent During Parent/Teacher Conferences and Open House

If a teacher is absent on a parent/teacher conference night, he/she will have to use eight (8) hours of appropriate leave because the four (4) hour parent/teacher conference night is considered a full teaching contract day. If a teacher is absent on the night when there is an open house, he/she will have to use four (4) hours of appropriate leave because the two-hour open house is considered one-half teaching contract day.

9.04 Jury Duty

In the event a teacher is required to be absent because of jury duty, the Board shall pay the difference between the teacher's regular pay for the period in question minus the amount for court generated compensation the teacher may have received. Proper documents must be submitted before payment for such period can be made. The teacher shall notify the superintendent immediately upon notification for jury duty.

9.05 Court Appearance

If a court appearance is required and related to the teachers direct assignment as a teacher in the Cambria-Friesland School District, no leave time will be required. Pay will be as if a teacher is in the District teaching. Approval under this Section must be granted by the superintendent prior to the court appearance.

This Section does not pertain to any civil, criminal, or misdemeanor charge being brought against the teacher in his or her professional capacity by the district or law enforcement.

9.06 Retirement Benefit

The employee must retire and be at least 55 years old and have a minimum of 15 years of service in the District to receive this benefit.

If Appendix II "Post-Retirement Health Insurance Supplement Cost Agreement" between the Cambria-Friesland School Board and Certain Professional Teachers in the Cambria-Friesland School District" is eliminated, the Board will reimburse individuals hired as teachers \$50.00 per day for each unused sick leave day upon retirement providing the requirements stated in 9.06 are met.

SECTION 10: REDUCTION IN FORCE, POSITIONS & HOURS FOR TEACHERS GOVERNED BY INDIVIDUAL CONTRACTS UNDER 118.22 WISC. STATUTES.

10.01 Reasons for Reduction in Force

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

10.02 Selection for Reduction – Steps

Consideration for the implementation of staff reductions under this section, individual employees may be selected for full or partial layoff in accordance with the following steps: The Board of Education reserves the right to reduce staff as determined in the best interest of the district.

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in

implementing reducing staff.

B. Step Two - Selection For Reduction/Layoff: The District shall select the employee in the affected grade level, department/certification area for nonrenewal [full nonrenewal or a reduction in hours].

1. Grade Levels/ Departments/certification area for the purpose of this section shall be defined as:

a. Elementary (PK-5) - Teachers within these grades and those teachers with applicable certification in grades 6th – 8th.

b. Middle School and High School (6-12) - Teachers will be considered for nonrenewal from the department (see definition below) in which the nonrenewal is deemed necessary. All teachers who teach two or more periods within that department will be considered for nonrenewal. Middle School teachers, based upon certification may or may not fall under this section and may be confined to the definition in letter a.) above.

c. Departments: The term "department" shall mean the subject area in which the teacher taught during the current school year. Examples of departments are math, English, history, science, etc. By enumeration no restriction is placed on the number or types of departments.

2. The District shall utilize the following criteria for determining the employee for nonrenewal. The employee in the affected department, as defined above, with the lowest point total shall be selected for nonrenewal:

a. Academic Training: Numbers refer to academic credits approved by the District.

BA – BA +6 = 1 point

BA+7 – BA+12 = 2 points

BA+13 -- BA+24 = 3 points

BA+30 & Above = 4 points

MA – MA+6 = 5 points

MA+7 – MA+18 = 6 points

MA+19 – MA+30 = 7 points

MA+31 & Above = 8 points

b. Additional Qualifications: The District may award additional points for employees who have additional qualifications, for example, but not limited by enumeration to the following, mentor training, fluency in additional languages, response to intervention training, special

assignments as determined by the administration. Points granted may be up to a maximum of ten (10).

- c. Certification: Employees with multiple certifications may receive additional points based upon the number of, and area of certification. If points are awarded under this section, the number of points granted may be up to a maximum of five (5).
- d. Length of Service: 1/2 point for each year of teaching in the District.
 - 1). Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
 - 2). Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
- e. Summative Performance Evaluation: Accumulated points (up to a maximum of 20 points) for performance of an employee as previously and currently evaluated in the last two summative evaluations. These points will be determined by the principal and/or superintendent.

10.03 Reduction in Hours Resulting in Nonrenewal

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

10.04 Reemployment Process

The reemployment process is solely available to employees non-renewed underneath this section.

- A. Reemployment Period: Employees non-renewed under this section shall retain the reemployment options set forth herein for a period of twelve (12) months after the employee's last day of work with the District.
- B. Reemployment Obligations – Employee: All employees non-renewed under this section shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District shall fill the position utilizing the vacancy and transfer language contained in this Handbook. Employees on the reemployment list may apply for the vacant position providing they have the appropriate certification.

10.05 Termination of Reemployment Opportunities

Reemployment opportunities shall end should an employee refuse reemployment to a position. Casual or substitute work with the District during the reemployment period shall not extend the reemployment period. Employees on the reemployment list may refuse reemployment to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of the ability to apply to the next available position for which the employee is qualified. Employees on reemployment list shall not lose the ability to apply for an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.

10.06 Insurance Benefits Following Nonrenewal

Please see Part I, Section 7.03, COBRA.

10.07 Accrued Benefits during Reemployment Period

Non-renewed employees shall suffer no loss of sick leave, or other accrued benefits when rehired. Sick leave days shall not accrue for an employee during the reemployment period.

SECTION 11: PROFESSIONAL COMPENSATION

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

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract, the employee shall be paid at an agreed upon rate of compensation for professional time spent on curriculum work. The length of time and maximum number of hours for completion of the project shall be determined by the building principal and/or district administrator, in his/her sole discretion. The compensation will be paid when the project has been completed and approved by the applicable administrator.

SECTION 12: Staff Handbook

Annually the Cambria-Friesland School Board approves an updated staff handbook. This handbook when approved by the Cambria-Friesland School Board and by this reference automatically becomes part of the Employee Handbook. A current copy of this handbook is identified as Appendix IX.

Part III

STAFF WITH INDIVIDUAL CONTRACTS UNDER SS.118.24, WIS. STATS., EXECUTIVE, ADMINISTRATIVE AND ACADEMIC ADMINISTRATIVE EMPLOYEES

SECTION 1: JOB RESPONSIBILITIES

1.01 Professional Level of Competence

Administrators shall perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board which now exist or which may be hereinafter enacted by the Board. The Board shall furnish administrators with a written copy of all rules, regulations and policies now in effect or becoming effective during the term of the administrator's contract.

1.02 Devotion of Full-time to Job

Except as is otherwise provided in the administrator's individual contract, administrators shall devote full time to the duties and responsibilities normally expected of the administrator's position. Administrators shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the Administrator's duties and responsibilities.

Administrative staff work schedules are set by the district administrator with the professional duties of each administrator taken into account in the setting of the work schedule. Each administrator's work schedule will be aligned with the days and terms of employment specified in the administrator's individual contract. Full time employees are generally expected to work eight-hour duty days.

1.03 Administrator License or Certificate

Administrators shall maintain a valid license or certificate, properly registered and issued by the State of Wisconsin, sufficient to lawfully permit each administrator to perform such duties as may be assigned.

1.04 Job Description

The Board shall provide administrators with written job descriptions of each administrator's services, duties and obligations.

SECTION 2: DISCIPLINE, TERMINATION AND NONRENEWAL (Administrators Only)

2.01 Standard for Nonrenewal for Administrators

Administrators employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.24, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of section 118.24, Wis. Stats. and is not covered by the grievance procedure under this *Handbook*. The nonrenewal of an administrator is not a termination under section 1.02 below.

2.02 Standard for Discipline and Termination

An administrator may be disciplined or terminated for “cause.” Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*. “Cause” is defined as the following:

- A. There is a factual basis for the discipline or termination: The factual basis must support a finding of administrator conduct in which the District has a disciplinary or termination interest; and
- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

2.03 Disciplinary Materials

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

SECTION 3: ADMINISTRATOR EVALUATION

3.01 General Provisions

Administrators shall receive written evaluations based on board adopted position descriptions, including job related activities, and shall include observation of the administrator’s performance as part of the evaluation data.

3.02 Evaluation Frequency

Administrators shall receive a written evaluation in their first year of employment and at least every third year thereafter.

SECTION 4: PROFESSIONAL COMPENSATION

4.01 Professional Compensation

Each administrator shall be compensated in accordance with the terms of his or her individual contract.

SECTION 5: BENEFITS/VACATIONS/HOLIDAYS /INSURANCES

The administrator shall receive benefits in accordance with the terms of his or her individual contract.

Part IV

Substitute Teachers

SECTION IV

SECTION 1: ALL SUBSTITUTE EMPLOYEES

1.01 Pre-Employment Requirements

New substitute employees shall apply for the position by completing an application and supplying any supportive documentation. A criminal background check will be completed on all new substitute employees.

SECTION 2: SUBSTITUTE TEACHERS

2.01 Licensure and/or Permit

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

2.02 Training and Evaluation

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

2.03 Assignment and Professional Responsibilities

- A. Assignments: Substitutes shall be assigned at the discretion of the District.
- B. A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute. School Board policies will be available to the substitute upon request.
- C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment 1. A substitute teacher may refuse a personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute teacher list if the substitute demonstrates a pattern or practice of declining assignments.
- D. Professional Responsibilities:
The professional responsibilities and duties of substitutes shall be consistent with the regular teacher's responsibilities and duties for whom they are substituting. When a substitute is employed as a long-term substitute teacher, or is employed at the end of the semester, and is expected to close out school records, do report cards, and inventories, and he/she may be given up to one day to complete these tasks if deemed necessary by the principal. The substitute will be compensated at the applicable substitute rate.

E. Long-Term Substitute Assignment

1. When a substitute is assigned for more than five (5) consecutive days in the same position, the pay increases \$10.00 per day for day six through day 21, after day 21 the pay is based on the Initial Educator Step 1 on the teacher pay scale and is retroactive from day 1 forward.

- F. Substitute Teaching Day: Substitute's teaching day shall be eight (8) hours, excluding the duty free lunch, when subbing for a full-time teacher who is absent for a whole day. Substitutes are paid for a full day if there is a delayed start or early dismissal. A substitute's teaching day may be less than eight (8) hours if the substitute is replacing a teacher on a partial absence.

2.04 Compensation

- A. Daily Rate: Substitute teachers shall receive compensation for services rendered as provided in section 2.07.

B. Homebound or Alternative Site Instruction

1. Substitute teachers who are contracted to provide homebound or alternative site instruction to a student of this school district, shall be compensated at the rate established by the District with the teacher.

2.05 Dismissal/Removal from Substitute List

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

2.06 Miscellaneous Provisions

- A. In-Service: Each per diem substitute may be required to participate in teacher in-service day programs in the schools. Per diem substitutes shall be paid at their applicable rate for in-service participation if the employer requires them to attend. Long-term substitutes will be required to attend in-service days and will receive their long-term rate. The principal may, in his/her discretion, determine and notify the long-term substitute that he/she is not required to attend an in-service day(s) and will not be paid for that day.

- B. Duty Free Lunch: All substitutes shall be provided with a daily duty-free lunch period of at least thirty (30) continuous minutes.

- C. In-service/Orientation: The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two (2) hours. Substitute teachers attending the in-service will not be compensated for their attendance.

2.07 Substitute Teacher Pay Schedule

Substitute teachers shall be employed at the rate established by the District.

SUBSTITUTE TEACHER PAY SCHEDULE

Short-Term Per Diem Substitute

\$110.00 per day through day 5; then \$115.00 per day through day 21; after day 21 on Initial Educator Step 1 schedule from day 1 forward.

\$110.00/day

Long-Term Per Diem Substitute

If employee works more than twenty-one (21) days in the same position, then the long-term rate applies beginning with the first day, unless such long-term is known in advance, in such case payment may begin on first day.

Starting step: Initial Educator Step 1

Part-time substitute teachers shall be paid on a prorated basis based off of the full daily rates set forth above. The substitutes' hourly rate shall be computed based on the number of periods per day in a building. (At the elementary level - 8 hours.) The definition of a full day is substituting six class periods or more per day. Substitutes called in for a one half day assignment will earn \$65.00 per half day assignment.

Appendix I

Cambria-Friesland School District 2021-2022 Salary Schedule

The board has determined for the 2021-2022 academic year to pay employee step and lane increases and to give other supplemental pay increases. These step and lane wage increases and other supplemental pay increases constitute the package of salary increases for the teaching staff regarding their direct teaching assignment. Other pay for services contracted for, such as co-curricular assignments, mentoring, etc. are indicated as outlined on their Salary Summary Sheet. The following salary schedule is reproduced to provide staff with information on how the board determined step and lane pay increases. The salary schedule is for information purposes only. Payment of employee step and lane increases, other supplemental pay increases and the creation of this salary schedule are not precedent setting.

Step	Initial Educator	Professional Educator B.S.	Professional Educator M.S.
1	\$40,367.00	\$44,851.00	\$56,791.00
2	\$41,272.00	\$46,465.00	\$58,011.00
3	\$42,160.00	\$48,084.00	\$59,543.00
4	\$43,047.00	\$49,698.00	\$61,073.00
5.	\$43,956.00	\$51,248.00	\$62,604.00
6.		\$52,944.00	\$64,193.00

Approved by Board of Education: 09/27/2021

District of Cambria-Friesland
Post Employment Benefit Eligible Staff

The post employment benefits as described here are provided by the School District of Cambria-Friesland to eligible all staff with individual contracts as defined in Wisconsin State Statute 118.22(b). **I. Eligibility and Notification Requirements**

- A. Eligibility: To be eligible for these postemployment benefits, staff must meet all of the following criteria:
1. Be Age 55 by September 1st in the year that retirement will occur.
 2. Have taught in the School District of Cambria-Friesland for at least fifteen (15) years.
- B. Notification: In addition to satisfying the above eligibility requirements, in order to be eligible for these post-employment benefits, staff must submit in writing to the District Administrator a letter of intent to retire by:
1. March 1 of current school year

II. Retirement Benefits

1. The District shall fund a Health Reimbursement Account (HRA) premium only plan. The District's contributions to the HRA premium only plan are based upon the following:
 - a). Employees who elect to take retirement shall receive contributions to the HRA premium only plan based upon the employee's sick leave accumulation and eligibility class.
 - b) Access to Insurance: The retiree shall be eligible for insurance subject to the terms of the HRA premium only plan and the eligibility and enrollment terms of the applicable District and non-District sponsored health insurance carriers. The retiree shall be directly billed by the non-District health insurance carriers and federal health insurance continuation (COBRA) rights and timelines shall be commenced and applicable if he/she continues with the District's insurance carriers during the COBRA period. The ability to remain on the District's insurance carrier(s) shall cease at the end of the COBRA period, if any.
 - c). The formula used for the calculation of the HRA premium only plan by the district shall be:
 - 1). Years of Service to district + total days sick leave accumulated multiplied by dollar amount associated with total days. See Example:
 - 2). The district will recognize up to 35 years and \$300 per day. Members retiring

after 35 years will be recognized at the 35 year cap.
 3). Total HRA contribution by the district not to exceed \$40,000.00

Teacher A: Total years of service: 25
 Total sick days accumulated: 100
 = 125
 Years of service and dollar amount: 250
 Formula: 125 multiplied by 250 = 31,250.00
Total HRA: \$31,250.00

Teacher A: Total years of service: 30
 Total sick days accumulated: 134
 = 164
 Years of service and dollar amount: 275
 Formula: 165 multiplied by 275 = \$45,100.00
HRA: \$45,100.00

Total HRA Provided by the Cambria-Friesland School District: \$40,000

Years of Service	15	16	17	18	19	20	21	22	23	24
Dollar Amount	200	205	210	215	220	225	230	235	240	245

Years of Service	25	26	27	28	29	30	31	32	33	34	35(+)
Dollar Amount	250	255	260	265	270	275	280	285	290	295	300

d). The above language does not require the District or the HRA premium only plan administrator to have the total amount of funds available for immediate withdrawal by the retiree. Withdrawals from the HRA premium only plan are subject to the terms and conditions of the HRA premium only plan provider(s). The retired employee shall pay the distribution fee to access the HRA premium only funds. Disbursements by the District to the HRA premium only plan shall be done in

accordance with the agreement between the District and HRA premium only plan administrator. The HRS premium only plan is not an interest bearing account. The retiree is solely eligible for the dollar amounts set forth above subject to the conditions contained herein.

- e). The HRA premium only plan may only be used by the retiree for reimbursement of health insurance premiums, subject to the eligibility rules of the insurance carrier(s). Retired employees who wish to secure their own insurance coverage shall, make the full premium payments to the insurance company of their choice pursuant to the terms and conditions of the HRA premium only plan.
- f). All District contributions to the HRA premium only plan shall cease when the total benefit amounts set forth in section 2, subsection c, paragraphs 1, 2 and 3 (whichever is applicable) are exhausted or the retiree becomes eligible for Medicare, whichever occurs first.
- g). No HRA premium only plan shall be made available unless the provider of such plan executes a hold harmless provision in favor of the District against any liabilities arising from mistakes of the vendor. The HRA vendor/plan administrator shall be selected by the District.
- h). The HRA premium only plan shall only be offered to the retirees identified in this section if in the District's opinion it does not conflict with any Internal Revenue Service Code provisions on non-discrimination in benefits for highly compensated employees or any other state or federal law. If the District makes such a determination, it shall thereafter provide the affected retirees with at least thirty (30) days' notice and provide a settlement benefit of a residual dollar amount to individuals who have retired and are receiving a benefit underneath the HRA premium only plan benefit. The HRA premium only plan benefit residual amount shall be that amount that the employee would have received prior to the district's termination of the benefit provided that the employee had not reached Medicare eligibility and the district had not terminated the benefit.
- i) Survivorship Rights For Retirees Receiving the HRA Premium Only Plan: Benefits payable to the spouse and/or dependents will not exceed, in combination with those already provided to the retiree before his/her death, those that would have been available to the retiree if he/she had survived. Such benefits are subject to the terms and conditions of the HRA premium only plan and applicable Internal Revenue Service Code and rules.
- j). Current IRS rules do not allow a retiree who qualifies for and accepts a subsidy from a Marketplace health insurance plan, to also draw from his/her HRA POP. A retiree who participates in the Marketplace health insurance plan will have his/her assets in the HRA POP frozen and remain in the account until such time as the retiree no longer participates in the Marketplace or the retiree dies. In the event the retiree is no

longer participating in the Marketplace, he/she may withdraw funds from the HRA POP according to the terms and conditions of the HRA POP and applicable IRS code and rules.

B. Validity and Tax Treatment of Retirement Benefits:

1. If any aspect of this Post-Retirement Benefit, is found to be discriminatory or in violation of the Federal Age Discrimination in Employment Act, the Wisconsin Fair Employment Act, or any other state or federal law by any court of competent jurisdiction or administrative agency, then the District may take such action as is necessary to comply with such decision.
2. The retiree is responsible for all applicable federal and state taxes relating to the payments made under this Agreement including withholding or FICA taxes that may arise from the implementation of this benefit.

C. Notification of Benefit and Statement of Waiver:

1. The Board shall provide, in writing, a supplemental contract specifying the benefits to be paid to the retiree. Both the District's representative and the retiree shall sign the supplemental contract.

2. Statement of Waiver

The provision of the benefits in this section is contingent upon the employee signing the following statement of waiver prior to the Board acting upon approving the employee's application for retirement benefits. Such a statement of waiver shall be affixed to the notification of benefit document set forth above in paragraph 1.

"I, _____, hereby accept the retirement compensation offered in this Notification of Benefits Agreement (hereinafter referred to as the "Agreement"), to be effective July 1, 20__.

The District agrees to provide the compensation provided pursuant this Agreement between the District and _____ as of _____, 20__. A copy of this provision and other relevant information are attached hereto to provide the following information to potential participants: (a) an explanation of the class, unit or group of employees covered by this benefit, (b) any eligibility factors for such benefit, (c) any time limits for participating in this benefit, (d) the job titles and ages of all eligible individuals, and (e) the job titles and ages of all ineligible individuals. In voluntarily accepting this compensation offer I unequivocally and explicitly waive any rights or claims as permitted by law, to back pay, reinstatement or other damages to which I may have under the Federal Age Discrimination in Employment Act of 1967 (29 U.S.C. 621 et. seq.) as amended by the Older Workers Benefit Protection Act (S. 1511, 1990) and the Wisconsin Fair Employment Act (sec. 111.31, 111.33, Wisconsin Statutes).

I further acknowledge that, through this statement of waiver, I have been notified of my right to consult with my attorney and have been advised to consult with my attorney before signing this retirement agreement. Additionally, by voluntarily accepting this compensation settlement, I unequivocally and explicitly acknowledge that I have received requisite notice as stated in the aforementioned sentence. I have received at least twenty-one (21) days to consider whether or not to accept this retirement option.

I understand that I have the right to revoke this waiver within seven (7) days of the date on this document. I further understand that if I do revoke this waiver, I shall not be eligible to receive the benefits of offered in the attached Memorandum of Agreement between the District and the

_____.

_____ Employee

Signature Date"

Appendix III

Health, Dental, Life, and Long-Term Care Insurance As It Relates To Professional Teaching Staff Only

- A. As to the WEA Trust Health Insurance Policy, the Board will pay 90% towards single coverage and 90% towards family coverage (if the aforesaid insurance coverage is desired by the employee). If an employee desires not to participate in the insurance program, the Board has a right to secure a waiver to this effect. There will be an open enrollment period for the WEA policies beginning May 15th of each year and ending June 1st of each year.

Health insurance under this agreement extends to the entire twelve (12) months. The twelve months currently run from July 1st to June 30th of the following year. Anniversary dates may be changed with mutual consent of the CFEA.

- B. The Board will provide the complete cost of a disability income program if offered by the district.

- C. The Board will provide the complete cost of both a \$100,000 and a \$10,000 life insurance policy.

- E. The Board will pay the complete cost of the dental policy for single or family coverage if desired by an employee.

Appendix IV

Teacher Retirement

The Board will pay for each teacher who is eligible to be a member of the Wisconsin Retirement System the employer's share of retirement.

Each individual teacher will pay the employee required contributions for earnings if they are eligible to be a member of the Wisconsin Retirement System. Under no circumstances shall the Board pay the employee's required WRS contribution.

Cambria-Friesland School District - 2021-2022

Notable Dates:

Aug 19: New Staff Inservice

Aug 23-26: District Staff Inservice

Aug 25: Open House

Aug 30: First Day of School

Sep 06: [Labor Day](#)

Oct 14: Parent Teacher Conf

Oct 15: Student & Staff Early Release

Oct 28: District Inservice

Oct 29: No School

Nov 03: End First Quarter

Nov 04: Parent Teacher Conf

Nov 05: Student & Staff Early Release

Nov 11: [Veterans Day](#)

Nov 24-26: No School

Dec 23-Jan 1: No School

Jan 14: End Semester I

Jan 17: District Inservice

Feb 17: Parent Teacher Conf

Feb 18: District Inservice

Mar 18: End Third Quarter

Mar 21-25: No School

Apr 15: No School

Apr 18: District Inservice

May 27: Last Day School & Early Release

May 28: Graduation

May 30: [No School](#)

May 31: District Inservice

Jun 06: First Day Summer School

*All Early Release times – 1:00 p.m.

July 2021

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 2021

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
						31

February 2022

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Cambria-Friesland School District Support Staff Compensation/ Benefit Guide

Updated & Approved By Cambria-Friesland Board of Education

December 27, 2010

March 31, 2011

April 25, 2011

May 23, 2011

April 23, 2012

April 22, 2013

April 28, 2014

June 23, 2014

July 27, 2015

July 25, 2016

June 25, 2017

August 27, 2018

September 23, 2019

July 27, 2020

September 27, 2021

A. Wages

Wages will be determined on qualifications and experience for each position.

B. Fringe Benefits

1. Retirement

The board will pay the employer's full share of retirement.

Each individual/employee will be required to pay 100% of the employee required contributions for earnings if they are eligible to be a member of the Wisconsin Retirement System.

2. Group Life Insurance

The board will continue to have a term life insurance available with the employee paying the premium. This Group Life Insurance program is an option for those employees covered by the Wisconsin Retirement System.

1. Group Life Insurance--\$10,000

The board will pay for a \$10,000 term life insurance policy for eligible employees.

4. Health Insurance

a. Eligible Employees

Only those employees working 30 hours or more each week are eligible for coverage. This standard will be applied based upon a school year of work and not to a temporary increase in hours due to unusual workload demands.

b. Premiums

The board will pay 90% toward a month health insurance premium for either a single or family plan based on the family status and/or personal decision of the employee. Persons scheduled to work less than 2,080 hours annually but at least 30 hours each week will have premium payments prorated at a percent rate conforming to the percent of 2,080 hours actually scheduled to work.

c. Options

Any eligible employee who elects not to take health insurance coverage will receive the sum of \$100.00 each year, prorated according to the percent of the 2,080 hours actually scheduled to work. There are two options available in collecting the \$100.00.

1st-----The amount is presented as a salary to the employee – which means that the net result will be less than what you have been receiving.

2nd-----The employee produces receipts for medical costs [i.e. self-cost, child cost, spouse cost] to meet that amount

that he/she receives and thus he/she will receive a voucher check.

1

Either option must be completed by June 30th of the current school year.

d. *Deductible*

The board will not reimburse the health insurance deductible.

5. Dental Insurance

a. *Eligible Employees*

Only those employees working 30 hours or more each week are eligible for coverage. This standard will be applied based upon a school year of work and not to a temporary increase in hours due to unusual workload demands.

b. *Premiums*

The district will pay one-half of the cost of a family premium and the full cost of a single premium.

6. Disability Insurance

The board will pay the premiums for all employees scheduled to work 15 hours or more each week. This standard will be applied based upon a school year of work and not to a temporary increase in hours due to unusual workload demands.

7. Leaves

All leaves taken are reimbursed to all employees for their regularly scheduled workday only.

a. *Personal Leave*

(1) Two days annually, noncumulative, requires prior administrative approval.

(2) If an employee is terminated, he/she is **not** entitled to any unused personal leave.

b. *Emergency Leave*

(1) Three days annually, noncumulative, with administrative approval.

(2) Emergency Leave is to be used for funerals, or snow and/or ice days, or any other day school is closed by administration.

(3) Emergency Leave requests shall contain a specific statement of the nature of the requested leave.

(4) If an employee is terminated he/she is **not** entitled to any unused emergency leave.

c. Sick Leave

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(1) Full-time employees (scheduled to work 2,080 hours annually), 12 sick days cumulative to 75; for employees scheduled to work less than 2,080 hours, earned Sick Leave shall be prorated based upon the percent of 2,080 hours the employee is scheduled to work.

(2) Sick Leave is to be used for employees and or family members for medical, vision, and dental appointments, illness, and quarantine. Family member is defined as: spouse, children, stepchildren, mother, father, brother, sister, mother-in-law, and father-in-law.

(3) Sick Leave Pool

Employees may contribute a maximum of 1 day per year to the sick leave pool and they may draw out a limit of 4 days per year from the sick leave pool.

The definition of a day is the normal working day of an employee. For example, if the normal working day of an employee is 6 hours, then he/she may contribute 1 day/6 hours to the pool and may collect up to 4 days/24 hours. Employees may not contribute a partial number of hours.

Members of the support staff will decide on application for the sick leave pool. The individuals voting are the ones who have donated sick leave to the pool at some time or another.

A member of the support staff as well as the executive assistant will maintain the proper paperwork.

Staff will use sick leave and non-cumulative leave prior to request for unpaid leave.

(4) Other Post Employment Benefits (OPEB): The school district will reimburse employees per diem at the current hourly rate of pay for each unused sick-days upon employees retirement age of 60 and after 15 consecutive years of service. The reimbursement will be placed in a Health Retirement Account (HRA) for said employee. Employees HRA will be capped at twelve-thousand dollars (\$12,000). The benefit is prorated based upon the percent of 2080 hours the employee is scheduled to work. This retirement will be in place for a period of three years (2017-2018, 2018-2019, 2019-2020).

(5) If an employee is terminated he/she is **not** entitled to any unused sick leave and the employee will not receive any

reimbursement for each unused sick day.

d. *Holidays*

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- (1) Full-time employees (scheduled to work 2,080 hours annually) shall receive 10 paid holidays (8 hours each day). The holidays are: July 4, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24 and 25, December 31 and January 1, Good Friday, and Memorial Day. In the event July 4, December 24, 25, and 31, and January 1 fall on a weekend, the holiday will be observed as follows:

if on a Saturday, the holiday will normally be observed on the Friday preceding the holiday, unless classes are scheduled for that day. In that event, the holiday will be observed on the following Monday;

if on a Sunday, the holiday will normally be observed on the Monday following the holiday, unless classes are scheduled for that day. In that event, the holiday will be observed on the Friday preceding the holiday.

- (2) The board, at its option may either elect to provide holiday pay at the employee's regular hourly rate, in lieu of granting the paid time off if the school calendar precludes granting the time-off holiday, or set another day within the vacation period as the holiday as an alternative to the first option.
- (3) Part-time employees (scheduled to work less than 2080 hours annually) shall receive 4 paid holidays: Labor Day, Thanksgiving Day, Christmas Day, and Memorial Day.
- (4) If an employee is terminated he/she is **not** entitled to any unused holiday pay.

e. *Vacation*

- (1) Full-time employees shall be granted vacation time as follows:

Less than 1 yr. 0 weeks
At least 1 yr., but less than 11 2 weeks
At least 11 yrs., but less than 21 3 weeks
21 yrs. or longer 4 weeks

One day extra for each year worked over 30 years up to a limit of 5 weeks of total vacation.

If a part-time employee is subsequently hired as a full-time employee and has 10 years or more of continuous service in

the district, the District Superintendent at his/her discretion, has the ability to adjust the awarded vacation time to the full-time employee.

(2) The employee's vacation for his/her current year will be 4

based on the prior year's service. July 1st of each year will be used to calculate vacation on prior year's service. Vacation based on partial years will be pro-rated.

Example #1

An employee is hired July 1, 2012 and employed through June 30, 2013. The employee continues to be employed July 1, 2013-June 30, 2014. The employee will receive 2 weeks [10 days] of vacation during July 1, 2013-June 30, 2014.

Example #2

An employee is hired December 1, 2012 and is employed through June 30, 2013. The employee continues to be employed for July 1, 2013-June 30, 2014. The employee will receive 5.8 days of vacation during July 1, 2013-June 30, 2014. [December 2012 through June 2013 = 7 months = 58% of a year; 10 days (for one full year) X 58% = 5.8 days].

Example #3

An employee is hired March 1, 2013 and is employed through June 30, 2013. The employee continues to be employed for July 1, 2013-June 30, 2014. The employee will receive 3.3 days of vacation during July 1, 2013-June 30, 2014. [March 2013 through June 2014 = 4 months = 33% of a year; 10 days (for one full year) X 33% = 3.3 days].

(3) If the employee is terminated by the district, he/she will not be entitled to any vacation for the current year.

Example #1

An employee begins working for the district July 1, 2012 but is terminated on January 15, 2013. He/she will not receive any vacation for working this time.

Example #2

An employee works for the district July 1, 2012-June 30, 2013. He/she begins July 1, 2013 but is terminated on March 30, 2014. He/she will receive vacation for working July 1, 2012-June 30, 2013, but will not receive any vacation for working from July 1, 2013-March 30, 2014.

(4) Vacation periods of 5 or more consecutive days must be approved at least 2 weeks in advance by the immediate supervisor and the administration.

- (5) Every effort will be made to honor the employee's request for vacation times. The administration will consider the request in light of the needs of the district during the period requested, and this may require rescheduling of the vacation

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period.

- (6) Vacation is noncumulative from one year to another. However, the superintendent is allowed to grant up to 40 hours carryover from one academic year to another. The carryover vacation must be used by October 1st of the next school year.

- (7) Vacation is based on the school fiscal year which is July 1 - June 30.

f. Unpaid Leave

At the discretion of the superintendent, employees may be awarded up to five days [definition of day will depend on employee's individual working day] of unpaid leave. However, once the five days are used and if the employee does request unpaid leave and it is approved by the superintendent, then all of his/her benefits will be reduced in a pro-rata fashion.

Example

An employee who works 184 days and has already used five unpaid days and requests another five unpaid days which are approved by the superintendent, the additional five days represents 2.7% of the 184-day working period [5 divided by the 184]. If the district's share of insurance is \$10,000 for the year, then the employee will have deducted from his/her next paycheck(s) \$270 [$\$10,000 \times 2.7\%$].

Additionally, any leave time that the employee will have left [i.e. sick, emergency] will also be reduced in a pro-rata fashion. The formula for the reduction will be the same as provided in the preceding example.

8. Credit/Course Reimbursement

- a. Staff will be reimbursed for course work. The reimbursement will be as follows:

- (1) \$110.00 reimbursed for each graduate credit
(2) \$90.00 reimbursement for each undergraduate credit; or (3)
the actual cost of the tuition of the course, whichever is less

- b. All courses would need to have prior approval of the superintendent and the courses will be in the area that the employee is currently

working.

c. This benefit will be prorated based upon the number of hours worked by employee.

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d. There will not be any alteration allowed to this provision without Board of Education approval.

9. A Section 125/Flex plan will be available for the support staff. The plan shall be maintained at no cost to the District and be administered through a company agreed upon by the Cambria-Friesland School Board. The plan will be evaluated on a yearly basis to ensure that it remains a no cost benefit. Any unused funds will be divided equally among the participants.

C. Special Provisions

1. Bus Drivers - all extracurricular, activity, and field trip runs will be assigned on a rotational schedule whenever feasible. Bus drivers will be responsible for obtaining a substitute if they cannot drive the scheduled event.
2. If a driver is unable to perform his or her duties during normal A.M. and/or P.M. routes, the driver will contact the Transportation Director who will obtain a substitute driver.

All regular bus routes are computed at 1.5 hours in length. Hourly rates will be multiplied by 1.5 to obtain rate of pay for each route.

Routes will be reassessed annually as conditions warrant to determine revisions in route length.

3. Overtime shall be paid to employees working over 40 hours each week.
4. Part-time employees who have requested a leave day and school is called off, will not be paid for that day. That day will not be deducted from their leave.
5. If school is delayed, then canceled and the food service workers have reported to work, they are entitled to compensation for the time they worked.
6. Working hours are established by the administration and the board. Any requests for variance from the hours established shall be forwarded to the administration from the employee via the immediate supervisor for approval.
7. The Executive Assistant handles substitute calls for the district involving teaching, office personnel, and instructional aide staff. In recognition of this required responsibility, the Executive Assistant receives four hours (4) per week (starting the week of the 1st student contact day and ending the

week of the last student contact day) off to use at her discretion. This is not a part of an employment contract, but is an additional responsibility currently assigned to her by the administration with mutual agreement of

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the employee. This responsibility will be verified at the beginning of each year of employment.

8. The Board of Education reserves the right to keep the employee at his/her present salary and/or the right not to give an employee a raise based on the employee's performance.
9. A compensation notification from the superintendent will be issued to support staff members after Board approval. This notification will provide compensation information including salary beginning July 1st of the current year. In the event that the Board of Education has not yet acted on next year's salary rates a compensation notification will be issued with current year compensation and salary listed and notice that next year's salary rates will be made available within 10 days of Board approval.
10. New employees who begin after the start of the year will have their emergency leave, personal leave, sick leave, and vacation leave prorated based on the time that they worked through June 30th of the current compensation guide year. Vacation will be awarded commencing July 1st after their start date. This procedure applies only during the employee's first year of employment.

Emergency, personal, and sick leave will be prorated and will become available as the employee works in the district. For example, if an employee has nine days of sick leave, and he has nine months to work until July 1st of the following year, he will earn one day [8 hours] of sick leave for every month that he has worked with the district. If the employee started on September 15th, he will then have one day [8 hours] credited to his sick leave account on October 15th and so on. The same will hold true for emergency days as well as personal days.

11. The support staff "Letter of Intent to Employ" shall be given to the employee by May 15th if there is the intent to re-employ that employee. The Letter of Intent shall be returned by June 15th if the employee wishes to continue in their employment. This Letter of Intent to Employ does not restrict the Board of Education from instituting layoff if the position is eliminated.

D. Termination of Employment

1. Since the employee is an employee-at-will, employment may be terminated at any time by the Board of Education.

E. Employment Status

1. Full-time employees are defined as employees scheduled to work 2080 hours annually.

2. Part-time employees are defined as employees scheduled to work less than 2080 hours annually.

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F. Transfer

1. The Board of Education reserves the right to transfer employees to other support staff position.

G. Layoff/Reduction in Force

1. The Board of Education reserves the right to make reductions in staffing as deemed necessary by the Board.

Appendix VII

Employee Grievance Procedures (Discipline, Termination, and Workplace Safety)

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

Definitions

District: Cambria-Friesland School District

Grievance: A “grievance” is defined as any complaint that concerns discipline, termination, or workplace safety.

Grievant: A “grievant” may be any employee or group of employees. Days: The term “days” as used in the procedure shall mean calendar days, unless otherwise indicated.

Immediate Supervisor: PK-5, 6-12 Building Principals, Superintendent, Transportation/Maintenance/Custodial Supervisor, Food Service Director, Athletic Director, and/or any other individual who may be given a responsibility of supervision in the future by the Cambria-Friesland Board of Education as determined by your work assignment.

Time Limits

The time limits set forth herein shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in the procedure shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the Cambria-Friesland School District Superintendent and/or the PK-12 Building Principal and the grievant. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.

Grievance Processing Procedure

Grievances shall be processed in accordance with the following procedure:

Step One – Informal Resolution

An earnest effort shall be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee’s designated representative. The informal meeting and discussion shall occur within twenty (20) days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant(s) shall be required to state the purpose of the

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

Step Two - Written Grievance

If the grievance is not resolved at Step One, the grievant(s) shall file a written grievance with the immediate supervisor within ten (10) days of the response in Step One above or if no response is provided within ten (10) days of the deadline for the response. The written grievance shall include the facts upon which the grievance is based, the issues involved, the handbook and/or policy provisions relevant to the grievance, and the relief sought. The grievant may cite only those handbook and policy provisions that were allegedly violated that triggered the discipline, termination, or workplace safety issue. The grievance shall be signed and dated by the grievant. The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation (45 days maximum given to complete investigation) related to the subject matter of the grievance, the immediate supervisor shall have until ten days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above time frame, the grievant(s) may file an appeal to the Superintendent.

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

Step Three – Appeal to Superintendent

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

Step Four – Appeal to Impartial Hearing Officer

If the grievance is not resolved in Step Three, the employee must notify the Superintendent, within ten (10) days after receipt of the District Administrator's answer or if no response is provided within ten (10) days of the deadline for the

response, if he/she intends to process the grievance to the designated Impartial Hearing Officer.

If there is a dispute over the timeliness or the grievability of a grievance, the District shall have the decision to bifurcate the hearing for the purpose of deciding those issues (e.g., address whether the grievance was filed in a timely manner before hearing the merits of the grievance).

The hearing officer shall meet with the parties at a mutually-agreeable date to review the evidence and hear testimony relating to the grievance. The hearing officer shall not be required to abide by the rules of evidence that would apply in civil or criminal court cases. For instance, he/she may choose to admit hearsay evidence and accord it such weight that it may be due. Upon completion of this review and hearing, the hearing officer shall render a written decision to the administration, the grievant, and (if applicable and appropriate) the grievant's representative.

A decision of the hearing officer shall be limited to the subject matter of the grievance and shall be restricted solely to the interpretation of the policy or handbook in the area where the alleged breach occurred. The hearing officer shall not modify, add to, or delete from the express terms of the policy or handbook. The hearing officer may deny the grievance or conclude that the grievance should be sustained in whole or in part and recommend a remedy. The decision of the hearing examiner and any recommendation contained therein are subject to review by the Board via appeal, in Step Five. The costs related to any Impartial Hearing Officer and restricted to the specific services of the Impartial Hearing Officer, will be paid for by the School Board.

Step Five – Appeal to School Board

If the grievance is not resolved at Step Four [or, if applicable, Step Three], the grievance may be appealed to the School Board within ten (10) days after the decision of Step Four [or if applicable, Step Three]. Either the superintendent or the grievant may appeal an impartial hearing officer's decision to the Board. The Board may meet, based on their sole discretion, with the parties to review the evidence and hear testimony relating to the grievance.

The Board shall render a written decision that affirms, reverses, or modifies the decision of the hearing officer (or, if applicable, the superintendent). Such decisions shall be rendered in a timely manner (within 30 days) and shall be sent to the administration, the grievant, and (if applicable and appropriate), the grievant's representative. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

Grievant's Right to Representation

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

Consolidation of Grievances

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

Group Grievances

Group grievances are those that involve more than one employee and any of the following:

- A. More than one work site;
- B. More than one supervisor;
- C. An administrator other than the immediate supervisor.

Such grievances may be initially filed at Step Three; however, such grievances shall follow the initial timelines for filing the grievance at Step One and Two above; unless timelines of Steps One and Two are waived by the superintendent.

Impartial Hearing Officer Selection Procedures

In the event an employee grievance related to employee discipline, termination, or workplace safety proceeds to a hearing before an impartial hearing officer, the superintendent or designee shall identify an impartial hearing officer consistent with the following minimum requirements:

- * The hearing officer may be: (1) a Wisconsin Employment Relations Commission staff person; (2) an attorney who is licensed to practice in the State of Wisconsin; (3) such other individuals deemed qualified by the Cambria-Friesland School Board (Board) provided that the Board, upon recommendation by the superintendent, affirmatively approves such individual's alternate qualifications prior to the person serving as a hearing officer.
- * If the hearing officer is an attorney, that individual may not be an attorney who represents the district in some other capacity.
- * The hearing officer shall not be an employee of the district.
- * Due to their background and experience, hearing officers may be identified based on their suitability to hear grievances over particular issues. (e.g., an individual may be deemed well-qualified to hear a grievance over a "workplace safety" issue, or perhaps well-suited for grievances other than a grievance over a "workplace safety" issue.)
- * The hearing officer assigned to any pending grievance must be available to hear the case and render a decision in a timely manner. To the extent that the district has compiled a list of two or more potential impartial hearing officers who the district deems qualified to serve as a hearing officer with respect to any pending grievance, the superintendent or designee may use a rotational system, random drawing, or similar system to identify the hearing officer who will be contacted first

and asked about his/her availability. However, the failure to use such a system shall not be deemed an error unless the individual selected as the hearing officer fails to satisfy the statutory requirement of impartiality.

Grievance Filing Form Cambria-Friesland School District

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

Employee's Name: _____ **Job Title:** _____

Employee's Home Address: _____

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

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

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

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

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

Supervisor Name & Title: _____

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

Name Mailing Address

That person's role in this grievance:

Signature Date _____ Employee's

Grievance Appeal Filing Form Cambria-Friesland School District

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

Employee's Name: _____ Job Title: _____

Employee's Home Address: _____

Date of Grievance Initiation: _____

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

Name Title Dated

2. Nature of Grievance:

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

4. Reason for Appeal:

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

Signature Date _____ **Employee's**

Family and Medical Leave Request

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

Employee Name

Reason and Amount of Leave Requested

Birth, adoption or as a pre-condition to adoption of employee's child for:

Number of Weeks

Number of Days

Number of Hours

Serious illnesses of employee's child, spouse, parent domestic partner, as defined in § 40.02(1) or 770.01(1) or a parent of a domestic partner:

Number of Weeks

Number of Days

Number of Hours

For my own serious illness:

Number of Weeks

Number of Days

Number of Hours

Date leave will begin

Date employee will return

Notes:

1. If you are unable to return on the date noted, you must notify the employer prior to that date.
2. If your leave schedule is not yet known or other arrangements are necessary, please explain on the reverse side what must be done before your schedule can be confirmed.
3. If you are requesting intermittent leave, please attach a schedule. (Leave may be taken in the smallest increment allowed by the employer for any other type of leave.)

Employee Signature

Date Signed

(This suggested form may be reproduced by employers)

**Certification of Health Care Provider for
Employee's Serious Health Condition
under the Family and Medical Leave Act**

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



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: _____
First Middle Last
- (2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)
- (4) Employee's job title: _____ Job description (is / is not) attached.
Employee's regular work schedule: _____
Statement of the employee's essential job functions: _____

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: (Print) _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: () _____ Fax: () _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(2) Provide your **best estimate** of how long the condition lasted or will last: _____

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

Inpatient Care: The patient (has been / is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

Incapacity plus Treatment: (e.g. outpatient surgery, strep throat)
Due to the condition, the patient (has been / is expected to be) incapacitated for *more than* three consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (was / will be) seen on the following date(s): _____

The condition (has / has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

Pregnancy: The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

Chronic Conditions: (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

Permanent or Long Term Conditions: (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

Conditions requiring Multiple Treatments: (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

None of the above: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

- (4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage.

- (5) Due to the condition, the patient (had / will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

- (6) Due to the condition, the patient (was / will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

- (7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

- (8) Due to the condition, the patient (was / will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (9) Due to the condition, it (was / is / will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee’s essential functions or a job description, answer these questions based upon the employee’s own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee (was not able / is not able / will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

Signature of Health Care Provider _____ Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
<ul style="list-style-type: none">• An overnight stay in a hospital, hospice, or residential medical care facility.• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
<p><u>Incapacity Plus Treatment:</u> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:</p> <ul style="list-style-type: none">○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
<p><u>Pregnancy:</u> Any period of incapacity due to pregnancy or for prenatal care.</p>
<p><u>Chronic Conditions:</u> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.</p>
<p><u>Permanent or Long-term Conditions:</u> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer’s disease or the terminal stages of cancer.</p>
<p><u>Conditions Requiring Multiple Treatments:</u> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.</p>

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

**Certification of Health Care Provider for
Family Member's Serious Health Condition
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage Hour Division**



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: _____
First Middle Last
- (2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

- (1) Name of the family member for whom you will provide care: _____
- (2) Select the relationship of the family member to you. The family member is your:
- Spouse Parent Child, under age 18
 Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

(3) Briefly describe the care you will provide to your family member: *(Check all that apply)*

- Assistance with basic medical, hygienic, nutritional, or safety needs Transportation
 Physical Care Psychological Comfort Other: _____

(4) Give your **best estimate** of the amount of leave needed to provide the care described: _____

(5) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy), I am able to work _____ (hours per day) _____ (days per week).

Employee Signature _____ Date _____ (mm/dd/yyyy)

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a “serious health condition” means an illness, injury, impairment, or physical or mental condition that *involves inpatient care or continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient’s serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider’s name: *(Print)* _____

Health Care Provider’s business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, “incapacity” means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee’s family members, 29 C.F.R. § 1635.3(b).

(1) Patient’s Name: _____

(2) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(3) Provide your **best estimate** of how long the condition lasted or will last: _____

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient *(e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort)*.

Employee Name: _____

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

Inpatient Care: The patient (has been / is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

Incapacity plus Treatment: (e.g. outpatient surgery, strep throat)

Due to the condition, the patient (has been / is expected to be) incapacitated for *more than three* consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (was / will be) seen on the following date(s): _____

The condition (has / has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

Pregnancy: The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

Chronic Conditions: (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

Permanent or Long Term Conditions: (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

Conditions requiring Multiple Treatments: (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

None of the above: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient (had / will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

(8) Due to the condition, the patient (was / will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery _____ (e.g. 3 days/week)

Employee Name: _____

- (9) Due to the condition, the patient (was / will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date: _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (10) Due to the condition it, (was / is / will be) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Signature of Health Care Provider _____ Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
<ul style="list-style-type: none">• An overnight stay in a hospital, hospice, or residential medical care facility.• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
<p><u>Incapacity Plus Treatment:</u> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:</p> <ul style="list-style-type: none">○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
<p><u>Pregnancy:</u> Any period of incapacity due to pregnancy or for prenatal care.</p>
<p><u>Chronic Conditions:</u> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.</p>
<p><u>Permanent or Long-term Conditions:</u> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer’s disease or the terminal stages of cancer.</p>
<p><u>Conditions Requiring Multiple Treatments:</u> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.</p>

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

**Certification for Military Family Leave for
Qualifying Exigency
under the Family and Medical Leave Act**

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



**DO NOT SEND FORM TO THE DEPARTMENT OF LABOR.
RETURN THE COMPLETED FORM TO THE EMPLOYER.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, child, or parent (the military member) is on covered active duty or has been notified of an impending call or order to covered active duty. The FMLA allows an employer to require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. 29 C.F.R. § 825.305(b). If the employee fails to provide complete and sufficient certification, the employee's FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at http://www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the employer for the information necessary for a complete and sufficient qualifying exigency certification, which is set out at 29 C.F.R. § 825.309. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.309.**

- (1) Employee name: _____
First Middle Last
- (2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) This certification must be returned by _____ (mm/dd/yyyy).
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete all Parts of Section II and sign the form before returning it to your employer. The FMLA allows an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. If requested by your employer, your response is required to obtain the benefits and protections of the FMLA. 29 C.F.R. § 825.309. Failure to provide a complete and sufficient certification may result in a denial of your FMLA leave request. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a military member's covered active duty or call to covered active duty status. **You are responsible for making sure the certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. § 825.313.

- (1) Provide the name of the military member on covered active duty or call to covered active duty status:

First Middle Last
- (2) Select your relationship of the military member. The military member is your:
 Spouse Parent Child, of any age

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave for a qualifying exigency related a military member who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave for a qualifying exigency related a military member for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

PART A: COVERED ACTIVE DUTY STATUS

Covered active duty or call to covered active duty in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. Covered active duty or call to covered active duty in the case of a member of the Reserve components means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to: Section 688 of Title 10 of the United States Code; Section 12301(a) of Title 10 of the United States Code; Section 12302 of Title 10 of the United States Code; Section 12304 of Title 10 of the United States Code; Section 12305 of Title 10 of the United States Code; Section 12406 of Title 10 of the United States Code; chapter 15 of Title 10 of the United States Code; or, any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation. 10 U.S.C. § 101(a)(13)(B).

An employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service. **This information need only be provided to the employer once, unless additional leave is needed for a different military member or different deployment.**

- (3) Provide the dates of the military member's covered active duty service: _____
- (4) Please check one of the following and attach the indicated written document to support that the military member is on covered active duty or call to covered active duty status:
 - A copy of the military member's covered active duty orders
 - Other documentation from the military indicating that the military member is on covered active duty or has been notified of an impending call to covered active duty, such as official military correspondence from the military member's chain of command
 - I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status

PART B: APPROPRIATE FACTS

Under the FMLA, leave can be taken for a number of qualifying exigencies. 29 C.F.R. § 825.126(b). Complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes available written documentation which supports the need for leave such as a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming the military member's Rest and Recuperation leave, or other documentation issued by the military which indicates that the military member has been granted Rest and Recuperation leave, or a document confirming an appointment with a third party (e.g., a counselor or school official, or staff at a care facility, a copy of a bill for services for the handling of legal or financial affairs). Please provide appropriate facts related to the particular qualifying exigency to support the FMLA leave request, including information on the type of qualifying exigency and any available written documentation of the exigency event.

- (5) Select the appropriate **Qualifying Exigency Category** and, if needed, provide additional information related to the event:
 - Short notice deployment (*i.e.*, deployment within seven or fewer days of notice)
 - Military events and related activities (*e.g.*, *official ceremonies or events, or family support and assistance programs*):

 - Childcare related activities for the child of the military member (*e.g.*, *arranging for alternative childcare*):

Employee Name: _____

- Care for the military member's parent (e.g., admitting or transferring the parent to a new care facility):

- Financial and legal arrangements related to the deployment (e.g., obtaining military identification cards)
- Counseling related to the deployment (i.e., counseling provided by someone other than a health care provider)
- Military member's short-term, temporary Rest and Recuperation leave (R&R) (leave for this reason is limited to 15 calendar days for each instance of R&R)
- Post deployment activities (e.g., arrival ceremonies, or reintegration briefings and events): _____
- Any other event that the employee and employer agree is a qualifying exigency: _____

(6) Available written documentation supporting this request for leave is (attached / not attached / not available).

PART C: AMOUNT OF LEAVE NEEDED

Provide information concerning the amount of leave that will be needed. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency leave needed. Be as specific as you can; terms such as "unknown" or "indeterminate" may not be sufficient to determine FMLA coverage.

(7) List the approximate date exigency started or will start: _____ (mm/dd/yyyy)

(8) Provide your best estimate of how long the exigency lasted or will last:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

(9) Due to a qualifying exigency, I need to work a **reduced schedule**. Provide your **best estimate** of the reduced schedule you are able to work:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

I am able to work _____
(e.g., 5 hours/day, up to 25 hours a week)

(10) Due to a qualifying exigency, I will need to be absent from work for a **continuous period of time**. Provide your **best estimate** of the beginning and ending dates for the period of absence:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

Employee Name: _____

(11) Due to a qualifying exigency, I will need to be absent from work on an **intermittent basis** (periodically).

Provide your **best estimate** of the frequency (how often) and duration (how long) of each appointment, meeting, or leave event, including any travel time.

Over the next 6 months, absences on an **intermittent basis** are estimated to occur: _____ times per
(day / week / month) and are likely to last approximately _____ (hours / days) per episode.

(12) My leave is due to a qualifying exigency that involves **Rest and Recuperation leave** (R & R) of the military member (leave for this reason is limited to 15 calendar days for each instance of R & R leave).

List the dates of the military member's R & R leave:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

PART D: THIRD PARTY INFORMATION

If applicable, please provide information below that may be used by your employer to verify meetings or appointments with a third party related to the qualifying exigency. Examples of meetings with third parties include: arranging for childcare or parental care, to attend non-medical counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations. This information may be used by your employer to verify that the information contained on this form is accurate.

Individual (e.g., name and title) or Entity / Organization: _____

Address: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

Describe purpose of meeting: _____

Employee
Signature _____ Date _____ (mm/dd/yyyy)

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**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF DEPARTMENT OF LABOR.
RETURN FORM TO THE EMPLOYER.**

**Certification for Serious Injury or Illness of a
Current Servicemember for Military Caregiver Leave
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage Hour Division**



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave to care for a covered servicemember with a serious illness or injury. The FMLA allows an employer to require an employee seeking FMLA leave for this purpose to submit a medical certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the health care provider for the information necessary for a complete and sufficient medical certification. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310. Recertifications are not allowed for FMLA leave to care for a covered servicemember. Where medical certification is requested by an employer, an employee may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good-faith efforts to obtain such documents.** An employer requiring an employee to submit a certification for leave to care for a covered servicemember **must** accept as sufficient certification invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill servicemember at the servicemember's bedside. An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: _____
First Middle Last
- (2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) This certification must be returned by: _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE and/or CURRENT SERVICEMEMBER

Please complete all Parts of Section II before having the servicemember's health care provider complete Section III. The FMLA allows an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered servicemember. If requested by your employer, your response is required to obtain or retain the benefit of FMLA-protected leave.

PART A: EMPLOYEE INFORMATION

- (1) Name of the current servicemember for whom employee is requesting leave: _____

Employee Name: _____

(2) Select your relationship to the current servicemember. You are the current servicemember's:

- Spouse Parent Child Next of Kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for a covered servicemember who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a covered servicemember for whom the employee has assumed the obligations of a parent. No biological or legal relationship is necessary. "Next of kin" is the servicemember's nearest blood relative, other than the spouse, parent, son, or daughter, in the following order of priority: (1) a blood relative as designated in writing by the servicemember for purposes of FMLA leave, (2) blood relatives granted legal custody of the servicemember, (3) brothers and sisters, (4) grandparents, (5) aunts and uncles, and (6) first cousins.

PART B: SERVICEMEMBER INFORMATION AND CARE TO BE PROVIDED TO THE SERVICEMEMBER

(3) The servicemember (is / is not) a current member of the Regular Armed Forces, the National Guard or Reserves. If yes, provide the servicemember's military branch, rank and unit currently assigned to: _____

(4) The servicemember (is / is not) assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients, such as a medical hold or warrior transition unit. If yes, provide the name of the medical treatment facility or unit: _____

(5) The servicemember (is / is not) on the Temporary Disability Retired List (TDRL).

(6) Briefly describe the care you will provide to the servicemember: *(Check all that apply)*

- Assistance with basic medical, hygienic, nutritional, or safety needs
 Psychological Comfort Physical Care
 Transportation Other: _____

(7) Give your **best estimate** of the amount of leave needed to provide the care described: _____

(8) If a reduced work schedule is necessary to provide the care described, give your **best estimate** of the reduced work schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy), I am able to work: _____ (hours per day) _____ (days per week).

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all Parts of this Section fully and completely, and sign the form below. The employee listed at Section I has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Note: For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating. "Need for care" includes both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the servicemember is not able to care for his or her own basic medical, hygienic, or nutritional needs or safety, or needs transportation to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the servicemember who is receiving inpatient or home

Employee Name: _____

care. A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above.

PART A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider's Name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice/Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

Please select the type of FMLA health care provider you are:

- DOD health care provider
- VA health care provider
- DOD TRICARE network authorized private health care provider
- DOD non-network TRICARE authorized private health care provider
- Health care provider as defined in 29 C.F.R. § 825.125

PART B: MEDICAL INFORMATION

Please provide appropriate medical information of the patient as requested below. Limit your responses to the servicemember's condition for which the employee is seeking leave. If you are unable to make some of the military-related determinations contained below, you are permitted to rely upon determinations from an authorized DOD representative, such as a DOD recovery care coordinator. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e).

(1) Patient's Name: _____

(2) List the approximate date condition started or will start: _____ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition will last: _____

(4) The servicemember's injury or illness: *(Select as appropriate)*

- Was incurred in the line of duty on active duty.
- Existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty.
- None of the above.

(5) The servicemember (is / is not) undergoing medical treatment, recuperation, or therapy for this condition.

If yes, briefly describe the medical treatment, recuperation or therapy: _____

Employee Name: _____

- (6) The current servicemember's medical condition is classified as: *(Select as appropriate)*
- (VSI) Very Seriously Ill/Injured** Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
 - (SI) Seriously Ill/Injured** Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
 - OTHER Ill/Injured** A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.
 - NONE OF THE ABOVE.** *Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under 29 C.F.R. § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.*

PART C: AMOUNT OF LEAVE NEEDED

For the medical condition checked in Part B, complete all that apply. Some questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

- (7) Due to the condition, the servicemember will need care for a **continuous period of time**, including any time for treatment and recovery. Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for this period of time.
- (8) Due to the condition, it is medically necessary for the servicemember to attend **planned medical treatment** appointments (scheduled medical visits). Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery _____ (e.g. 3 days/week)
- (9) Due to the condition, it is medically necessary for the servicemember to receive care on an **intermittent basis** (periodically), such as the care needed because of episodic flare-ups of the condition or assisting with the servicemember's recovery. Provide your **best estimate** of how often (frequency) and how long (the duration) the intermittent episodes will likely last.

Over the next 6 months, intermittent care is estimated to occur _____ times per
(day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Signature of Health Care Provider _____ **Date** _____ (mm/dd/yyyy)

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN IT TO THE PATIENT.

**Certification for Serious Injury or Illness of a
Veteran for Military Caregiver Leave
under the Family and Medical Leave Act**

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



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave to care for a covered veteran with a serious illness or injury. The FMLA allows an employer to require an employee seeking FMLA leave for this purpose to submit a medical certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the health care provider for the information necessary for a complete and sufficient medical certification. **Recertifications are not allowed for FMLA leave to care for a covered servicemember. Where medical certification is requested by an employer, an employee may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good-faith efforts to obtain such documents.** In lieu of this form or your own certification form, you **must** accept as sufficient certification of the veteran's serious injury or illness documentation indicating the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310.**

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First Middle Last

(2) Employer Name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)

(3) This certification must be returned by: _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE and/or VETERAN

Please complete all Parts in Section II before having the veteran's health care provider complete Section III. The FMLA allows an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for military caregiver leave under the FMLA due to a serious injury or illness of a covered veteran. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. The employer must give an employee **at least 15 calendar days** to return this form to the employer. 29 U.S.C. §§ 2613, 2614(c)(3).

PART A: EMPLOYEE INFORMATION

(1) Name of veteran for whom employee is requesting leave: _____
First Middle Last

Employee Name: _____

(2) Select your relationship to the veteran. You are the veteran's:

- Spouse Parent Child Next of Kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for a covered servicemember who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a covered servicemember for whom the employee has assumed the obligations of a parent. No biological or legal relationship is necessary. "Next of kin" is the veteran's nearest blood relative, other than the spouse, parent, son, or daughter, in the following order of priority: (1) a blood relative as designated in writing by the veteran for purposes of FMLA leave, (2) blood relatives granted legal custody of the veteran, (3) brothers and sisters, (4) grandparents, (5) aunts and uncles, and (6) first cousins.

PART B: VETERAN INFORMATION AND CARE TO BE PROVIDED TO THE VETERAN

(3) The veteran was (honorably / dishonorably) discharged or released from the Armed Forces, including the National Guard or Reserves. List the date of the veteran's discharge: _____ (mm/dd/yyyy)

(4) Please provide the veteran's military branch, rank and unit at the time of discharge: _____

(5) The veteran (is / is not) receiving medical treatment, recuperation, or therapy for an injury or illness.

(6) Briefly describe the care you will provide to the veteran: (Check all that apply)

- Assistance with basic medical, hygienic, nutritional, or safety needs Transportation
 Psychological Comfort Physical Care Other: _____

(7) Give your **best estimate** of the amount of FMLA leave needed to provide the care described: _____

(8) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced work schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy) I am able to work: _____ (hours per day) _____ (days per week).

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all Parts of this Section fully and completely, and sign the form below. The employee named in Section I has requested leave under the military caregiver leave provision of the FMLA to care for a family member who is a veteran.

Note: For purposes of FMLA military caregiver leave, a serious injury or illness means an injury or illness incurred by the servicemember in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the servicemember became a veteran, and is: a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.

Employee Name: _____

“Need for care” includes both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the veteran is not able to care for his or her own basic medical, hygienic, or nutritional needs or safety, or needs transportation to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the veteran who is receiving inpatient or home care.

A complete and sufficient certification to support a request for FMLA military caregiver leave due to a covered veteran’s serious injury or illness includes written documentation confirming that the veteran’s injury or illness was incurred in the line of duty on active duty or existed before the beginning of the veteran’s active duty and was aggravated by service in the line of duty on active duty, and that the veteran is undergoing treatment, recuperation, or therapy for such injury or illness by a health care provider listed above. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

PART A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider’s Name: *(Print)* _____

Health Care Provider’s business address: _____

Type of Practice/Medical Specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

Please select the type of FMLA health care provider you are:

- DOD health care provider
- VA health care provider
- DOD TRICARE network authorized private health care provider
- DOD non-network TRICARE authorized private health care provider
- Health care provider as defined in 29 CFR 825.125

PART B: MEDICAL INFORMATION

Please provide appropriate medical information of the patient as requested below. Limit your responses to the veteran’s condition for which the employee is seeking leave. If you are unable to make certain military-related determinations contained below, you are permitted to rely upon determinations from an authorized DOD representative, such as a DOD Recovery Care Coordinator, or an authorized VA representative. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e).

(1) Patient’s Name: _____

(2) List the approximate date condition started or will start: _____ (mm/dd/yyyy)

(3) Provide your **best estimate** of how long the condition will last: _____

(4) The veteran’s injury or illness: *(Select as appropriate)*

- Was incurred in the line of duty on active duty
- Existed before the beginning of the veteran’s active duty and was aggravated by service in the line of duty on active duty
- None of the above

The veteran (is / is not) undergoing medical treatment, recuperation, or therapy for this condition. If yes, briefly describe the medical treatment, recuperation, or therapy: _____

Employee Name: _____

(5) The veteran's medical condition is: *(Select as appropriate)*

- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember not able to perform the duties of the servicemember's office, grade, rank, or rating.
- A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50% or higher, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave.
- A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment.
- An injury, including a psychological injury, on the basis of which the covered veteran is enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.
- None of the above. *Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under 29 C.F.R. § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.*

Part C: Amount of Leave Needed

For the medical condition checked in Part B, complete all that apply. Some questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA military caregiver leave coverage.

- (1) Due to the condition, the veteran will need care for a **continuous period of time**, including any time for treatment and recovery. Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for this period of time.
- (2) Due to the condition, it is medically necessary for the veteran to attend **planned medical treatment** appointments (scheduled medical visits). Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery _____ (e.g. 3 days/week)
- (3) Due to the condition, it is medically necessary for the veteran to receive care on an **intermittent basis** (periodically), such as the care needed because of episodic flare-ups of the condition or assisting with the veteran's recovery. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, intermittent care is estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Signature of Health Care Provider _____ **Date** _____ (mm/dd/yyyy)

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, NW, Washington, DC 20210.

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