

CESA #9

# 2015-16 Employee Handbook

Non-Certified Support Personnel



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**COOPERATIVE EDUCATIONAL SERVICE AGENCY #9**

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

I acknowledge that I have received and reviewed a copy of the Cooperative Educational Service Agency #9 Policies and Handbook (Handbook). I understand that it is my responsibility to read it thoroughly. If there are any policies or provisions provided to me that I do not understand, I will seek clarification from the CESA #9 Administrator or CESA #9 business office. I understand that this Handbook states the CESA #9's policies and procedures in effect on the date of publication. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time, with or without prior notice.

I further understand that nothing contained in the Handbook may be construed as creating a guarantee of future employment, future benefits or a binding contract with the Cooperative Educational Service Agency #9 for employment or benefits or for any other purpose. I understand that nothing contained in the Handbook may be construed as changing my employment status. I understand that except as may be provided by a contrary provision in an applicable collective bargaining agreement or individual written employment agreement approved by the Board of Control, my employment is at will and my employment may be terminated at any time for any reason, with or without cause and with or without notice, at the option of the Agency or at my option.

I understand that I must sign and date a copy of this receipt and return it to the CESA #9 business office and failure to do so may result in my immediate termination.

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

Print Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

## INTRODUCTION

This Employee Handbook has been prepared for CESA 9 staff members. This Employee Handbook shall be effective upon Board approval and shall remain in full effect and force until such time that it is changed or rescinded by Board of Control action.

### INTRODUCTORY STATEMENT

This Employee Handbook is a collection of selected employment policies, procedures, rules, and regulations. It has been prepared to acquaint all staff members with the policies, procedures, rules, and regulations that govern their employment by CESA 9 and to provide for the orderly and efficient operation of the CESA and the districts we serve.

It is each staff member's responsibility to read and become familiar with this information and to comply with the policies adopted by the Board and/or the administrative guidelines promulgated by the Agency Administrator as well as the rules and regulations contained herein.

If a staff member has questions regarding any of the Board policies, administrative guidelines, and/or the rules or regulations set forth in this Employment Handbook, or about matters which are not covered, the staff member should direct them to his/her immediate supervisor.

### DISCLAIMER STATEMENT

This Employment Handbook has been prepared for informational purposes only. None of the statements, policies and procedures, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. All of the Agency's employees are employed "at-will", and employment is not for any definite period, unless otherwise provided by individual contract. However, the Agency's certified staff members are employed under individual contracts with the Board and may be terminated and/or non-renewed consistent with the terms of the contract and consistent with Board Policy.

Furthermore, any staff member who violates any of the terms and conditions of employment set forth in this Employment Handbook may be subject to disciplinary action, up to and including termination and non-renewal.

The provisions set forth in the Employment Handbook may be altered, modified, changed, or eliminated at any time by the Agency. This Employment Handbook supersedes any and all previous handbooks, statements, Memoranda of Understanding, Letters of Understanding, expired collective bargaining agreement provisions, policies and procedures, rules, or regulations given to employees, whether verbal or written.

# COOPERATIVE EDUCATIONAL SERVICE AGENCIES

## **PURPOSE**

The organization of school districts in Wisconsin is such that the legislature recognizes the need for a service unit between the school district and the state superintendent. The cooperative educational service agencies are designed to serve educational needs in all areas of Wisconsin by serving as a link both between school districts and between school districts and the state. Cooperative educational service agencies may provide leadership, coordination and education services to school districts, University of Wisconsin System institutions and technical colleges. Cooperative educational service agencies may facilitate communication and cooperation among all public and private schools, agencies and organizations that provide services to pupils.

## **CESA #9 MISSION STATEMENT**

Our mission is to provide leadership for educational improvement and strengthen educational institution's capacity to educate all students creating healthy, resilient, successful adults.

## **CESA #9 VISION STATEMENT**

CESA #9 shall contribute ongoing leadership for innovative and qualitative growth to ensure optimal educational opportunities for all children.

## **PHILOSOPHY AND ROLE**

The philosophy of CESA #9 shall be to provide educational services and planning on a regional cooperative basis and to assist in meeting specific educational needs of children in participating school districts which could be better provided by the CESA than by the districts themselves. CESA #9 will provide those services school districts identify as a priority need and those CESA service programs they wish to have developed. All service contracting is voluntary on the part of each school district. CESA #9 shall have a contract with school districts for services provided.

The CESA #9 role includes continuous efforts to promote and provide economy, efficiencies and effectiveness of programs and services requested by local school districts and other public entities as allowed by law.

CESA #9 has a responsibility to the local school districts to provide awareness of the needs local school districts may have individually or collectively on a regional basis for purposes of providing increased and appropriate educational opportunities for all children in CESA #9 through organized cooperative services between local school districts, other CESAs, DPI and other organizations involved in services to the education community.

CESA #9 has a responsibility to establish liaison and working relationships with post secondary educational units, including the vocational school and university system. Others include health and social services, local governmental units and federal and/or state educationally related entities. **(Board Policy 110.2)**

## **BOARD OF CONTROL**

Scott Everson, President	Rib Lake
Ken Dirks, Vice President	Tomahawk
Tom Rulseh, Treasurer	Three Lakes
Helen Ackermann	DC Everest
Duane Frey	Rhineland
Andy Merry	Antigo
Helen Palmquist	Prentice
Jen Seliger	Merrill
Dan Thompson	Stratford
Cory Tomczyk	Mosinee
Kevin Zubke	Athens
Karen Wendorf-Heldt, Secretary	

## **PAC EXECUTIVE COMMITTEE**

Scott Winch, Chair	Stratford
Randy Bergman	Prentice
Brent Jelinski	North Lakeland
George Karling	Three Lakes
Kathleen Williams	Wausau

## **MEMBER DISTRICTS**

The reorganization of Cooperative Educational Service Agencies effective July 1, 1984, resulted in the following school districts being within the boundaries of Cooperative Educational Service Agency No. 9. For CESA #9 membership purposes territory within the Lakeland Union High District shall be regarded as individual school districts.

Antigo	North Lakeland
Athens	Northland Pines
DC Everest	Phelps
Edgar	Prentice
Elcho	Rhineland
Lac du Flambeau	Rib Lake
Lakeland Union High	Stratford
Marathon City	Three Lakes
Merrill	Tomahawk
Minocqua-Hazelhurst-Lake Tomahawk	Wausau
Mosinee	Woodruff-Arbor Vitae

**(Board Policy 110.3)**



## **AGENCY DIRECTORY 2015-2016**

### **ADMINISTRATION**

Karen Wendorf-Heldt, Agency Administrator  
Matthew Collins, Director of Special Education  
Services and Personnel  
Hilary Cordova, Fiscal Administrator  
Kathy Kaufmann, Assistant Fiscal Administrator  
Jenny Miner, Administrative Assistant  
Dawn Nordine, Administrative Designee,  
Executive Director of WVS

### **PROGRAM ASSISTANTS**

Joan Hilgendorf  
Jean Hill  
Kris Peeters  
Julie Sowinski  
Hanna Van Ryen

### **BUILDING/CLEANING**

TBD, Maintenance  
Clean As Can Be

### **PROJECT STAFF**

#### **ATOD PROJECTS**

Lynn Verage

#### **BEHAVIORAL STRATEGIST**

Scott Wallace

#### **BLENDED LEARNING**

Archie Barribeau

#### **CAREER AND TECH ED PROJECTS**

Fred Skebba

#### **COMPREHENSIVE SCHOOL HEALTH**

Lynn Verage

#### **COOPERATIVE PURCHASING**

Kathy Kaufmann

### **CRISIS MANAGEMENT TEAM**

Rebecca Collins  
Kay Glodowski  
David Kunelius  
Lynn Verage  
Karen Wendorf-Heldt  
Terry Price-Decker  
Joanne FitzPatrick  
Natalie Wetzel-Rasmussen

### **CURRICULUM LEADERSHIP NETWORK**

Al Betry  
Casey Gretzinger  
Linda Myers

### **EARLY CHILDHOOD GRANT**

Beth Tepper

### **EDUCATOR EFFECTIVENESS**

Al Betry  
Linda Myers

### **E-RATE**

Michael Dailey, Consultant (Other Districts)  
Jenny Miner (CESA 9)

### **INSTRUCTIONAL SERVICES AND PROFESSIONAL DEVELOPMENT**

Archie Barribeau, Director of Technology and  
Digital Learning  
Al Betry, Director of School Improvement  
Services  
Casey Gretzinger, Assistant Director of School  
Improvement Services  
Linda Myers, Assistant Director of School  
Improvement Services

### **PARENT EDUCATOR INITIATIVE**

Evelyn Azbell  
Heidi Lehman  
Michelle Ek

**PI-34 CONSORTIUM**

Al Betry

**POSITIVE BEHAVIORAL INTERVENTIONS  
AND SUPPORTS (PBIS)**

David Kunelius

Scott Wallace

**PRINCIPALS' LEARNING NETWORK**

Al Betry, Director

Casey Gretzinger

Linda Myers

**REGIONAL SERVICE NETWORK**

Matthew Collins (local)

Rebecca Collins (statewide)

**REGIONAL SYSTEM OF SUPPORT**

Matthew Collins

**SCHOOL IMPROVEMENT LEADERSHIP  
TEAM**

Karen Wendorf-Heldt

Archie Barribeau

Al Betry

Matthew Collins

Rebecca Collins

Hilary Cordova

Casey Gretzinger

David Kunelius

Jenny Miner

Linda Myers

Michele Nickels

Dawn Nordine

Beth Tepper

Lynn Verage

**STANDARDS AND ASSESSMENT**

Al Betry

Casey Gretzinger (Literacy)

Linda Myers (Math)

**THE SUMMIT**

Rebecca Collins

**SYSTEMATIC ANALYSIS OF LANGUAGE  
TRANSCRIPTS (SALT) LAB**

Matthew Collins, Coordinator

Jean Hill, Transcriber

**TECHNOLOGY AND DIGITAL LEARNING  
SERVICES**

Archie Barribeau

**TITLE I NETWORK**

Casey Gretzinger

**TITLE III**

Casey Gretzinger

**UNIVERSAL DESIGN FOR LEARNING**

Casey Gretzinger

Linda Myers

**WISCONSIN SAFE & HEALTHY SCHOOLS  
INITIATIVES**

Lynn Verage

**WISCONSIN VIRTUAL SCHOOL**

Dawn Nordine, Executive Director

Michele Nickels, Director

Annette Walaszek, Associate Director

Joan Hilgendorf, Program Assistant

Julie Sowinski, Program Assistant

**WISEdash/WISExplore**

Al Betry

Linda Myers

Kris Peeters, Technical Assistance

## **DIRECT SERVICE**

## **YOUTH APPRENTICESHIP**

Fred Skebba

### **LOCAL SPECIAL EDUCATION DIRECTORS**

Matthew Collins

Scott Ford

Dave Kunelius

### **SCHOOL PSYCHOLOGISTS**

Scott Ford

### **CAREER CENTER COORDINATOR**

Jessica Westphal - Merrill

### **DRIVER'S EDUCATION**

D & J Driving School, Consultant

### **GRANT WRITER/EVALUATOR**

Ann Brigham

### **NORTHERN ACHIEVEMENT CENTER AT MERRILL SCHOOL DISTRICT**

Kellie Strassman, Special Ed Teacher

Kelly Wallace, Special Ed Teacher

Scott Wallace, Special Ed Teacher

Nancy Dewar, Case Coordinator

Kevin Lentz, Case Coordinator

Jane Schoepke, Case Coordinator

Pamela Suchocki, Case Coordinator

### **ORIENTATION AND MOBILITY**

James Gilmore

### **PHYSICAL/OCCUPATIONAL THERAPY**

Valerie Buch, OT

Beth Hamus, COTA

Carrie Roth, OT

### **SPEECH AND LANGUAGE**

Jane Dettmering

Vicki White

### **TEACHER OF VISUALLY IMPAIRED**

James Gilmore

## NON DISCRIMINATION

It is the policy of Cooperative Educational Service Agency #9 to not discriminate on the basis of race, color, national origin, religion, sex, age, handicap, sexual preference, marital status, arrest or conviction record, or any other protected class status in its educational programs in employment, and in its practices and operations.

CESA #9 will comply fully with state and federal equal opportunity and affirmative action laws and regulations. **(Board Policy 110.4)**

## MANAGEMENT RIGHTS

### Delineation of Rights

Management 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, 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 Board policies/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 to, the following rights:

- A. To direct all operations of the Agency;
- B. To establish and require observance of reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees in positions within the Agency;
- D. To suspend, discharge and take other disciplinary action against employees;
- E. To relieve employees from their duties because of lack of work or any other legitimate reason;
- F. To maintain efficiency of Agency operations;
- G. 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;
- H. To introduce new or improved methods or facilities;
- I. To select employees, establish quality standards and evaluate employee performance;
- J. To determine the methods, means and personnel by which Agency operations are to be conducted;
- K. To take whatever action is necessary to carry out the functions of the Agency in situations of emergency;
- L. To determine the educational policies of the Agency; and
- M. To contract out for goods and services.

## **PERSONNEL POLICIES GOALS**

The Board of Control recognizes that it is vital to the successful operations of the Agency that the positions created by the Board be filled with highly qualified and competent personnel. The Board of Control recognizes the need to establish positions that, when filled by competent qualified staff members, will assist the Agency in achieving its goals. **(Board Policy 510)**

## **STAFF ETHICS**

It shall be expected of every staff member that he/she will conduct him/herself in a manner that will not conflict with local, state or national laws or rules, regulations and policies adopted by the Board of Control. **(Board Policy 522.4a)**

## **EXPECTATIONS FOR CESA STAFF SERVING IN SCHOOL DISTRICTS**

Persons that are hired by CESA #9 and who work in any of its school districts are expected to represent CESA #9 in a positive and professional manner. They are to follow the policies of CESA #9 as well as the policies of the school district(s) in which they work. The image which they portray in their work has a direct reflection on CESA #9. CESA #9 employees are expected to perform their duties in an outstanding manner at all times. **(Board Policy 520.4)**

## **ACCIDENT REPORTS**

All accidents and injuries to CESA personnel while performing their job functions are to be reported to the Agency Administrator or Fiscal Administrator not later than the following business day and documentation provided.

Should an injury occur while providing services within an Agency school district, employees shall report such injury immediately to the person in charge of the building where the injury occurred. The injury must also be reported to the CESA #9 Agency Administrator or Fiscal Administrator not later than the following business day. **(Board Policy 722)**

## **ASSIGNMENT AND TRANSFER**

While the Board of Control approves all contracts, the assignment of all staff to positions and duties is the responsibility of the Agency Administrator or designee. Individuals may be assigned to different functions as needs and funding sources warrant. All staff members are eligible to be considered for transfers to positions for which they are qualified. Transfer positions will be made by the Agency Administrator or designee and will be based on the best interest of the Agency and its clients. **(Board Policy 520.3)**

## **BUILDING SECURITY**

Security of the Agency's facilities and assets are the responsibility of every employee.

Employees entering the building during hours for which the building is locked are required to see that doors are kept locked at all times, lights are turned off and security alarm set upon leaving the building.

Furthermore, the last employee leaving the office at day's end is responsible for securing all doors, setting the alarm system and turning off all lights.

**(Board Policy 731)**

## **WEAPONS IN AGENCY BUILDING**

CESA #9 prohibits any individual(s) to possess, store, and/or use a firearm or other weapon, concealed or unconcealed, in the CESA #9 building.

The only exceptions to this policy are law enforcement or peace officers, or those with written approval from the Agency Administrator. A violation of this policy could result in a criminal charge, qualify as misconduct, or result in employee discipline.

**(Board Policy 832)**

## **COMPLAINTS AND GRIEVANCES**

### **EMPLOYEE GRIEVANCE POLICY AND PROCEDURE**

#### **1. Purpose**

This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters. The Agency expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.

This Grievance Procedure is intended to comply with Wis. Stat. § 66.0509(1m). This procedure does not create a contract of employment, and does not change an employee's employment status. Employment disputes that are covered by state or federal statutes and/or administrative enforcement mechanisms are not covered by this procedure.

#### **2. Definitions**

**"Grievance"** means a written complaint related to the discipline or termination of an employee or to "workplace safety."

**"Days"** means calendar days.

**"Employee termination"** shall be narrowly construed to mean a separation from employment by the employer for disciplinary or performance reasons. "Employee termination" does not include layoff, failure to be recalled from layoff, furlough or reduction in workforce, administrator or teacher nonrenewal for the purpose of the elimination of a position or a reduction in staff, job transfer, non-disciplinary demotion, reduction in or elimination of position, resignation, voluntary

quit, abandonment, end of employment due to disability, retirement, or death, and end of employment and/or completion of assignment of limited term, temporary, seasonal, substitute, or part-time employees, including co-curricular contracts.

“**Employee discipline**” shall be narrowly construed to mean a suspension without pay, or a demotion or reduction in rank, pay, or other benefits, imposed by the employer for disciplinary reasons. “Employee discipline” does not include oral or written reprimands, performance evaluations, performance improvement plans, termination, non-renewal of teacher contracts under Wis. Stat. § 118.22, non-renewal of administrator contracts under Wis. Stat. § 118.24, layoff, failure to be recalled from layoff, furlough or reduction in workforce, administrative leave or suspension with pay, or any other employment action such as wage, benefit or salary adjustments, or change in assignment, which are taken for a non-disciplinary reason.

“**Workplace safety**” shall be narrowly construed to refer to (1) an existing condition that substantially endangers an employee’s health and safety; or (2) any workplace policy or procedure established by state or federal law or the Board to protect the safety and health of employees in the Agency which is alleged by an employee to have been violated and to have substantially adversely affected the employee’s safety at a Agency workplace.

### 3. **Time Limits**

If the grievant fails to comply with any time periods or other procedures of this policy, the grievance will be deemed resolved and the grievant shall have no further right to pursue or appeal a grievance decision. If the employer fails to comply with any time periods or other procedures of this policy, the grievant may advance the grievance to the next level, and there shall be no other consequences or remedy for the employer’s failure to comply with any time periods or other procedures. A grievance may be withdrawn by the employee at anytime. Once a grievance is withdrawn, it cannot be reopened or re-filed. The parties may mutually agree to extend any time deadline. Such extensions shall be non-precedential.

### 4. **Termination of an Employee with a Contract for a Definite Term**

A. **Termination of an Employee with a Contract for a Definite Term.** The procedure for terminating an employee where there is an expectation of continued employment, because of the existence of a contract for a definite term, a “cause” standard or another basis in law or fact, is as follows:

1. The Agency Administrator or designee (or in the case of the termination of the Agency Administrator, an individual designated by the Board President) shall notify the employee, in writing, that he/she intends to recommend that the Board terminate the employee’s contract and the basis for that recommendation.
2. The Board shall provide the employee with such due process as is required by law in making its decision on the termination recommendation.
3. In making its decision on the recommendation, the Board shall apply the standard established in contract for termination of the contract or, if not standard is set forth in the contract, shall determine whether good and sufficient cause exists for termination of the contract. “Good and sufficient cause” is defined to include, but not be limited to, incompetence or substantial negligence in the performance of job duties or obligation; failure or refusal to perform job duties or obligations; a material violation of state or federal law; violation of Board policies or the employee’s job description; dishonest, immoral, fraudulent or criminal conduct or

any similar conduct.

4. The Board shall inform the employee in writing of its decision regarding the termination recommendation. If the employee wishes to appeal a termination decision, the employee must file an appeal requesting an “Impartial Hearing” at Step 5.D. of this Grievance Procedure by filing a grievance form with the Board President within seven (7) days of receiving written notice of termination. If no appeal is filed, the Board’s decision shall be final.

- B. Non-Renewal of a Teacher or Administrator Contract Governed by § 118.22 or 118.24. The procedures for non-renewal of a teacher or administrator contract set forth in Wis. Stat. § 118.22 and 118.24, respectively, shall be followed, if applicable. If the Board non-renews the contract of a teacher or administrator for reasons other than the elimination of the position or a reduction in staff, pursuant to Wis. Stat. § 118.22 or 118.24, and the teacher or administrator wishes to appeal the non-renewal decision, the teacher or administrator shall file an appeal requesting an “Impartial Hearing” at Step 5.D. of this Grievance Procedure by filing a grievance form with the Board President within seven (7) days of receiving final, written notice of non-renewal from the Board. If no appeal is filed, the Board’s decision shall be final.

5. **Process**

- A. Written Grievance Submission. Only the employee who is subject to the discipline or termination or directly impacted by the issue of workplace safety may file a grievance. The employee must file a grievance within seven (7) days of the date the employee knew or reasonably should have known of the termination, employee discipline or workplace safety issue. The grievance must be in writing on the Employee Grievance Form. On the form, the grievant shall: (1) identify the category of grievance (i.e., termination of an employee without a contract with a definite term, discipline, or workplace safety); (2) identify the facts supporting the grievance; (3) specify the policy, rule, regulation, or law alleged to have been violated, and the rationale supporting the grievance; and (4) describe the relief requested. The grievance must be given to the Agency Administrator. If the grievant is the Agency Administrator, the grievance must be given to the Board President.
- B. Representatives. Any party involved in the grievance may have a representative present at all levels once the grievance has been filed in writing.
- C. Administrative Decision. The Agency Administrator shall act on the grievance within fourteen (14) days of receipt of the written grievance, unless the Agency Administrator is the grievant in which case the response shall be provided by the Board. The written request shall contain a statement of the basis for the decision to sustain or deny the grievance, and, if denied, the deadline for the grievant to appeal the grievance to an Impartial Hearing Officer (“IHO”).
- D. Impartial Hearing. If the grievant wishes to appeal the administrative decision or Board decision in Section 4.A. or B. above, the grievant must file a written appeal with the Board President within seven (7) days of receipt of the administrative decision or Board decision requesting a hearing before an IHO. The hearing shall take place within a reasonable time. The IHO shall file a written decision within thirty (30) days after the hearing is concluded, including any post-hearing briefing period, unless the IHO notifies the parties that more time is needed and provides the reasons for the extension. Additional information regarding the Impartial Hearing process is found in Section 6 below.



- E. Appeal of IHO's Decision. If either party is aggrieved by the decision rendered by the IHO, the aggrieved party may file a written appeal with the Board within ten (10) days of receiving the IHO's decision. If no appeal is filed within ten (10) days, the decision of the IHO shall become final. Additional information regarding the Board's review on appeal of an IHO's decision is found in section 7 below.

6. **Procedure for Impartial Hearing**

- A. Standard of Review. The standard of review to be applied by the IHO to an administrative/Board decision, including a Board decision under Section 4. A. or B., above, shall be based on the following:
1. The review of a Board decision to terminate an employee under Section 4.A., above, shall require deference to the Board's decision and be upheld if it has a reasonable basis in fact.
  2. The review of an administrative decision to terminate or discipline an employee under any other circumstance or to non-renew and employee's contract under Section 4.B., above, shall require deference to the administrative/Board decision. The administrative/Board decision shall be upheld if it is not "arbitrary and capricious," which shall be defined as an action which is either so unreasonable as to be without rational basis or the result of unconsidered, willful, or irrational choice.
  3. The review of an administrative decision concerning a workplace safety grievance shall require deference to the administrative decision. The decision shall be upheld if it is not "arbitrary and capricious," which shall be defined as an action which is either so unreasonable as to be without rational basis or the result of unconsidered, willful, or irrational choice.
- B. Impartial Hearing Officer. The IHO shall not be an officer, agent or employee of the Board at the time of appointment. The Board shall appoint the IHO.
- C. IHO Responsibilities and Authority. The IHO shall do the following:
1. Screen the grievance and determine whether it falls within one of the categories subject to the Grievance Procedure and whether it has been timely filed.
  2. Provide reasonable notice to the parties of the time and location for the hearing.
  3. When requested by either party, subpoena witnesses as necessary to ensure their testimony.
  4. Make evidentiary findings and conclusions. In the case of a grievance related to a termination or discipline, the IHO shall determine whether a full evidentiary hearing is needed to afford the employee the requisite due process, and, if so, shall allow the grievant to present evidence, call and question witnesses, cross-examine adverse witnesses, obtain copies of evidentiary materials and argue his or her case. The rules of evidence shall not apply at any hearing; however, depending on the nature of the hearing, a material fact may not be supported solely by hearsay evidence. Additionally, the IHO may exclude or limit irrelevant, repetitive, or redundant evidence or any evidence lacking probative value. The IHO shall act so as to provide a speedy and inexpensive resolution of any appeal brought before the IHO.
  5. If the grievance is sustained in whole or in part, determine the appropriate remedy, provided, however, that the IHO may not award attorneys fees or litigation expenses against the Board at any time.
  6. The IHO shall only consider the precise issue(s) submitted on the grievance form and letter of appeal, if applicable, shall apply the applicable standard of review,

- and shall have no authority to determine any other issue.
7. The IHO has no authority to make any decision which requires the commission of an act prohibited by law.
  8. The hearing shall be recorded. The IHO shall consider whether to engage a court reporter in lieu of recording the hearing. The grievant may request the opportunity to have the hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy which may apply to the subject matter of the hearing.
  9. The IHO shall issue a written decision no more than thirty (30) days after the hearing is concluded, including any briefing period, unless the IHO notifies the parties that more time is needed and the reasons therefore.
  10. The IHO shall inform the parties that an appeal of the decision may be taken to the Board if filed within ten (10) days of the receipt of the IHO's decision, and that if no timely appeal is filed, the IHO's decision shall become final.

7. **Procedure for Board Review on Appeal of IHO's Decision**

- A. If either party is aggrieved by the IHO's decision, either party has the right to file a written appeal with the Board within ten (10) days of receiving the IHO's decision. If no timely appeal is filed, the IHO's decision shall become final.
- B. The Board President shall provide the parties with ten (10) days notice of any meeting scheduled by the Board to hear the appeal.
- C. The Board shall review the grievance on the record established by the IHO. Each party may make a brief oral presentation to the Board to summarize the party's position as to whether the IHO decision should be sustained, modified or reversed. No factual evidence or argument not presented to the IHO for consideration shall be presented to the Board for review. The appeal meeting shall be held in closed session. If the Board determines more information is necessary to make a decision, it may remand the matter to the IHO for further proceedings.
- D. The Board may affirm, reverse, or modify the IHO's decision. The IHO's decision may be reversed or modified if the decision was:
  1. In excess of the agency's statutory or jurisdiction;
  2. Based upon improper application or interpretation of Board policies or handbook provisions;
  3. Unsupported by relevant evidence to support the conclusion or is otherwise erroneous;
  4. So unreasonable as to be without a rational basis or the result of unconsidered, willful or irrational choice;
  5. The result of an inappropriate application of the standard of review by the IHO;
  6. Beyond scope of review of IHO; or,
  7. In contravention of public policy considerations.
- E. Procedural errors, which do not have a substantial effect on the rights of the parties, shall not be grounds for reversal of any decision.

The Board's decision shall be final. The Board shall send the grievant and the Agency Administrator a written statement of its decision within a reasonable time after hearing the appeal.  
(Board Policy 527)

**Employee Grievance Form**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Termination                      Discipline                      Workplace Safety

**Are you an employee with a contract?**                      Yes                       No

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

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**Identify the facts that support your grievance.**

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

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**Describe the relief that you are requesting.**

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**If you require additional space, please attach additional sheets to this form.**  
(Board Policy 527 Exhibit)

## **DRUG FREE WORKPLACE**

It is the policy of the Cooperative Educational Service Agency #9 that employees have the right to work in an environment that is free from the non-medical use of alcohol, drugs and mood-altering substances. These substances interfere with the performance of employees. This policy is in effect to protect the health, welfare and safety of all employees.

Employees are to report to work free of the effects of mood-altering drugs. The use, possession, sale or intent to sell, transfer of drugs, drug paraphernalia (as defined in state statutes), or having illegal drugs or chemicals in a person's system while on CESA property, in any CESA-owned or contracted vehicle or at CESA-sponsored events is prohibited.

The use of or sale of alcohol on CESA property, in any CESA-owned or contracted vehicle by any employee is prohibited.

All employees shall be expected to abide by this policy. Failure to abide by this policy shall result in disciplinary action in accordance with provisions of current employee agreement(s) or other procedures established by the Board of Control. Said discipline could result in suspension or discharge of employment.

Any employee engaged in performance of work in connection with a federal grant who is convicted of a criminal drug statute violation occurring in the workplace must notify the CESA #9 Administrator within five days of such conviction. The CESA #9 Administrator shall then notify the appropriate federal agency within 10 days of receiving such notice. This applies to those employees engaged in work in connection with a grant paid directly to CESA #9 by the federal government. It does not apply to those employees engaged in work in connection with a federal grant paid to CESA #9 through any state agency.

A copy of this policy shall be distributed to all employees of CESA #9. When an employee is in violation of this policy, the CESA Administrator shall refer the employee to the nearest available Employee Assistance Program. **(Board Policy 522.1)**

## **USE OF TOBACCO PRODUCTS**

The use of tobacco presents a health hazard which can have serious consequences both for the user and the nonuser, and it is therefore of concern to the Board of Control. For purposes of this policy, use of tobacco shall mean all uses of tobacco including a cigar, cigarette, pipe, snuff and any other matter of substance that contain tobacco. The Board of Control prohibits the use of all tobacco products on CESA #9 property and in CESA #9-owned vehicles. **(Board Policy 522.2)**

## **EMPLOYEE PHYSICAL EXAMINATION REQUIREMENT**

The Agency requires, as a condition of employment, that all new employees working with students obtain a physical examination, including a tuberculin skin test or submit proof of examination in the past ninety (90) days of their date of employment per Section 118.25 Wis. Stats. Freedom from tuberculosis in a communicable form is a condition of employment. If the employee's tuberculin skin test is positive, a chest X-ray shall be required.

The Board will pay for usual and customary fees for a routine employment physical examination including a tuberculin test and/or chest x-ray.

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

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

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

The Board of Control shall comply with the requirements of Wis. Stat. § 121.52(3)(a) by including in any contract with any owner or lessee of any privately owned motor vehicle transporting pupils for compensation provisions for the contractor to require physical examinations for all school bus drivers, as prescribed by Wis. Stat. § 121.52(3)(a). **(Board Policy 523.1)**

## **EQUAL OPPORTUNITY EMPLOYMENT/AFFIRMATIVE ACTION**

### **POLICY STATEMENT**

It is the policy of Cooperative Educational Service Agency #9 not to discriminate against any employee or any applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This policy shall include, but not be limited to, the following: recruitment and employment, promotion, demotion, transfer, compensation, selection for training including apprenticeship, layoff and termination. This Agency further agrees to take affirmative action to ensure equal employment opportunities.

### **EQUAL OPPORTUNITY EMPLOYMENT**

The Agency Administrator shall direct the establishment, maintenance, and implementation of a program to promote equal opportunity in every aspect of employment policy and practice. The program shall include assuring that all officials of the Cooperative Educational Service Agency #9 involved in recruiting, hiring, and other employment actions carry out such activities in accordance with the requirements of equal opportunity laws and policies; that notification of existing job

vacancies and recruitment for such vacancies be in accordance with this policy; and that the contents of this section are brought to the attention of every employee in the Cooperative Educational Service Agency #9 and to prospective employees.

The Agency Administrator shall appoint an Equal Employment Opportunity Compliance Officer whose responsibility it will be to ensure that Federal and State regulations are complied with and that any complaints are dealt with promptly in accordance with law. S/He shall also ensure that proper notice of nondiscrimination for Title II, Title VI, Title VII, Title IX, Section 504 and the Age Act is provided to customers, staff members and the general public. **(Board Policy 511)**

## COMPLAINT PROCEDURE

Any employee or applicant can file a complaint if the person feels that he or she was discriminated against in employment on the basis of age, race, religion, color, handicap, sex, national origin, ancestry, sexual orientation, arrest or conviction record, or marital status.

### A. PROCESS FOR FILING A COMPLAINT

A complaint may be filed directly with the following agencies.

1. EQUAL RIGHTS DIVISION, DEPARTMENT OF INDUSTRY, LABOR AND HUMAN RELATIONS, 210 East Washington Avenue, PO Box 8928, Madison, WI 53708.

NOTE: Must be filed within 300 days of date of alleged discrimination.

2. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, 310 West Wisconsin Avenue, Milwaukee, WI 53203 NOTE: Must be filed within 180 days of date of alleged discrimination.

3. DEPARTMENT OF PUBLIC INSTRUCTION AFFIRMATIVE ACTION/CIVIL RIGHTS COMPLIANCE OFFICE, P. O. Box 7841, Madison, WI 53707-7841.

4. OFFICE FOR CIVIL RIGHTS, U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, 300 South Wacker Drive, Chicago, IL 60606.

NOTE: Must be filed within 180 days of date of alleged discrimination.

A complaint may also be filed for investigation within our internal complaint procedure. Our procedure is described in this document.

### B. WHEN TO FILE A COMPLAINT FOR INTERNAL INVESTIGATION

It is preferable that the complaint be filed as soon as possible after the incidence and by no later than thirty days of the incident. The prompt filing of a complaint will result in a more accurate and effective investigation and resolution when required. Please note the time requirements for filing complaints with agencies designated in the prior section.

C. HOW TO FILE

A "Complaint on Equal Employment Opportunity" form is available upon request of any staff member or job applicant from the Equal Employment Opportunity Compliance Officer during regular operating hours, 8:00 a.m. - 4:30 p.m., (Monday - Friday).

If assistance is needed in completing the form, the complainant may arrange for it through the Equal Employment Opportunity Compliance Officer whose telephone number is (715) 453-2141. Complaints may be left at the CESA #9 office, or mailed to the EEO Compliance Officer:

EEO Compliance Officer  
CESA #9  
304 Kaphaem Road, PO Box 449  
Tomahawk, WI 54487

D. INVESTIGATION PROCESS

The Equal Employment Opportunity Compliance Officer will make an investigation and prepare a full written report with recommendations for the CESA #9 Agency Administrator regarding the basis of the complaint. The findings and resolution of the complaint will be made in writing in a language understandable to the complainant. For visually impaired or hearing-impaired persons, the resolution of the complaint will be transmitted by a method which will be understood by the complainant.

The report will include a summary of the complaint, the scope of the investigation, facts which support or refute the complaint, the decision and reasons for the decision. The report will be rendered within thirty days of the date of receipt of the complaint.

E. RIGHT OF APPEAL

If the complainant is not satisfied with the resolution of the complaint, there is a formal right of appeal to any of the agencies listed under "Process For Filing A Complaint."

Appeal can also be made to the Administrator of the Agency upon request to the Equal Employment Opportunity Compliance Officer.

F. RETENTION OF RECORDS

The records and reports relating to the complaint will be retained for five years from the date of final disposition of the complaint by CESA #9.

G. PUBLICATION OF COMPLAINT PROCEDURE

This complaint procedure is provided to all employees and is posted in the general reception area for applicant review. Complaint forms are available from the EEO

Compliance Officer. We provide the following assistance to persons who are visually impaired or have other impairments which prevent them from reading the procedure:

- Visual Impairment - Available on tape upon request
- Hearing Impairment - Sign interpretation upon request

#### H. NON-RETALIATION

No complainant will be intimidated, harassed, or subjected to any other form of adverse action because of the filing of a complaint of discrimination. Staff members who are witnesses or knowledgeable parties are urged to cooperate fully in the complaint investigation process without fear of adverse action or retaliation. **(Board Policy 511-R)**



COMPLAINT ON EQUAL OPPORTUNITY IN EMPLOYMENT

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

COMPLAINT BASIS: \_\_\_\_\_

(Protected Status)

Description of action(s) which is alleged as being discriminatory. (Please provide dates, names or titles whenever possible.)

Signature of Complainant: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: You may obtain assistance in the preparation of this complaint if required by contacting the Equal Employment Opportunity Compliance Officer at (715) 453-2141.

Please submit within 30 working days to EEO Compliance Officer, PO Box 449, 304 Kaphaem Road, Tomahawk, WI 54487. Extensions may be granted contingent upon agreement of both parties. (Board Policy 511 Exhibit)

## **FACILITY GOALS**

The goal of the CESA #9 Board of Control is to make its facilities available for use by CESA #9 school districts and the general public as long as such use does not interfere with the day to day requirements of the Agency.

**(Board Policy 710.1)**

## **EMERGENCY CLOSING**

In the event that the office closes due to inclement weather or another emergency, CESA in-house staff (directors, program assistants, and administration) will be notified by the agency administrator or designee. These days will be unpaid unless the employee wishes to substitute vacation, emergency or personal leave time. Sick leave time may also be utilized with medical verification. In-house staff will have the option to make the time up provided that hourly employees do not exceed 40 hours per week.

Employees that work in district(s) will be notified of a school closing based on the policy of the district(s). These days will be unpaid for hourly employees and considered non-contract for salaried employees. If an employee wishes to be paid they may substitute emergency or personal leave time. Sick leave time may also be utilized with medical verification.

Exceptions to the above are subject to agency administrator approval.

## **FAMILY AND MEDICAL LEAVE**

CESA #9 complies with all applicable laws concerning family and medical leave (FMLA). Employees may be eligible for leave under both the federal and state family and medical leave laws. There are different eligibility provisions for these laws, different rights under the laws, and different procedural requirements for employees to follow. The purpose of this policy is to briefly describe some of the rights and responsibilities of employees under these laws. However, this policy does not, nor is it intended to, spell out every right and responsibility under the two laws. If an employee has any questions or desires additional information, the employee should contact the Agency Administrator or designee. When both laws apply, the leaves under state and federal law will run concurrently and the provisions more beneficial to the employee will apply. Medical leaves that qualify under the FMLA will also run concurrently with leaves under short and long term disability policies, worker's compensation, and other laws, as applicable and as allowed by law.

To qualify for federal FMLA, employees must be employed by the Agency for a total of at least twelve (12) months and have actually worked at least 1,250 hours in the preceding 12-month period. To qualify for Wisconsin FMLA, employees must have been employed at least 52 consecutive weeks and have worked or been paid at least 1,000 hours in the preceding 52 weeks.

Employees on FMLA leave may not engage in any other employment that is inconsistent with the reason for the employee's FMLA leave.

The Agency will not use the requesting or taking of FMLA leave in compliance with the law as a basis for any adverse employment decision. Employees should direct any questions regarding FMLA leave to the Agency Administrator or designee.

## **General Leave Rights**

**Federal FMLA** – Under the federal FMLA, eligible employees are allowed up to 12 workweeks of unpaid leave per 12-month period for the following reasons (see also Military Family Leave below):

- The employee’s own serious health condition that makes the employee unable to perform the functions of his or her position
- To care for the employee’s spouse, child or parent with a serious health condition
- For the birth of the employee’s child, or placement of a child for adoption or foster care with the employee
- For incapacity due to pregnancy, prenatal medical care or child birth

**Wisconsin FMLA** – The Wisconsin FMLA permits eligible employees to take unpaid leave for the following reasons:

- Two (2) weeks for the employee’s own serious health condition
- Two (2) weeks to care for the employee’s spouse, child, domestic partner, parent, parent-in-law, or parent of a domestic partner with a serious health condition
- Six (6) weeks to care for the employee’s child after birth or adoption

The Agency will calculate the federal 12-month period as a fiscal year from July 1 to June 30. Under federal FMLA, leave for birth, adoption or foster care placement must be concluded within 12 months of the birth or placement for adoption or foster care. If both parents work for the Agency, the employees will share one 12 week leave for the birth or placement of a child.

The Wisconsin FMLA entitlement will run on a calendar year basis. Any leave for the birth or adoption of a child taken under Wisconsin FMLA must start within 16 weeks of the birth or adoption of the child.

**Military Family Leave** – The federal FMLA provides for military family leave. Several provisions of this FMLA policy (including employee notice provisions and certification requirements) apply to military family leave as well.

There are two types of military family leave.

*Qualifying Exigency Leave.* Eligible employees with a spouse, son, daughter or parent on covered active duty or called to covered active duty status may use their 12-week FMLA entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare or parental care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. The 12 weeks of leave afforded for a qualifying exigency is not in addition to the general 12 weeks afforded under the federal FMLA. An employee is entitled to no more than 12 total weeks of leave for any combination of personal, family or qualifying exigency military FMLA.

*Servicemember Care Leave.* Eligible employees may also take up to 26 weeks of leave during a single 12-month period to care for an ill or injured servicemember who is the employee’s spouse, parent, child, or “next of kin” who is a covered servicemember. A covered servicemember is : (1) a current member of the Armed Forces, including a member of the National Guard or 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; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. The 26 weeks of leave afforded for servicemember care is not in addition to the general 12 weeks afforded under the federal FMLA.

Married Employees - Married employees who both work for the Agency are limited to no more than an aggregate of 26 weeks of leave between them for military family leave.

School Year Employees - If a school year employee is on leave at the end of one school year and the beginning of another, the leave will be considered consecutive, not intermittent, and the employee will be provided with any benefits over the summer vacation that he/she would normally receive in the employee had been working at the end of the school year. Summer vacation is not counted against a school year employee's FMLA leave entitlement.

### **Definition of "Child" and "Parent"**

Under both state and federal FMLA laws, "child" means a biological, adopted or foster child, step child, legal ward, or a child for whom the employee provides day-to-day care. Also, the child must either be under age 18, or be 18 years or older and unable to care for him/herself because of a mental or physical disability or serious health condition. Under both state and federal laws, "parent" means biological parent, foster parent, adoptive parent, step parent or an individual who was responsible for the day-to-day care of the employee when the employee was a child. Under federal FMLA law, "parent" does not include parents of spouses or domestic partners. Under state FMLA law, "parent" includes parents of spouses or domestic partners.

### **Serious Health Condition**

A serious health condition is an injury, illness, impairment or physical or mental condition that involves:

- Inpatient care in a medical care facility; or
- Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents a qualified family member from participating in school or other daily activities. Continuing treatment by a health care provider includes:
  1. A period of incapacity of more than three (3) consecutive full calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen or continuing treatment under the supervision of a health care provider (time limits apply to health care provider visits);
  2. Any time period of incapacity due to pregnancy or prenatal care;
  3. Any period of incapacity or treatment for such incapacity due to chronic serious health condition;
  4. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
  5. Any period of absence to receive multiple treatments by a health care provider or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment. (Under

the Wisconsin FMLA, the requirement for more than three (3) consecutive calendar days of incapacity does not apply.)

### **Notification and Certification**

Whenever possible, employees must give at least 30 days' written notice of the need for FMLA leave. When 30 days' notice is not possible, employees are expected to give as much written notice as is practical. Please see Agency Administrator or designee for FMLA request forms. Normal call-in procedures must also be followed for all FMLA absences. If an employee does not specifically request family or medical leave, but requests leave for a reason that might qualify as family or medical leave, the Agency will provide the employee with a leave request form to fill out and return to the Agency Administrator or designee as soon as possible in order to determine whether the leave requested qualifies as FMLA leave. The Agency may temporarily designate the leave as FMLA leave.

When requesting FMLA, employees must give sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the Agency if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The Agency may require an employee who is requesting FMLA leave to provide medical certification for the leave. Employees will have 15 days in which to provide the certification, except in extenuating circumstances. If an employee fails to provide adequate certification in a timely manner, the employee's leave request or continuation of leave may be delayed or denied altogether. The Agency may require a second medical opinion at its expense regarding a serious health condition from a health care provider of its choice. If the first two opinions differ, the Agency may obtain a third opinion at its expense from a mutually agreed upon health care provider. The third opinion shall be binding on the parties. Recertification and periodic reports regarding the employee's status and intent to return to work may also be required as allowed by law.

The Agency will inform employees who have requested leave whether they are eligible for leave, specify any additional information needed, and inform the employee of his/her rights and responsibilities. If the employee is not eligible for leave, the Agency will provide a reason for the ineligibility. The Agency will also inform eligible employees whether requested leave will or will not be designated as FMLA leave and the amount of leave that will be counted against the employee's leave entitlement.

### **Intermittent Leave**

An employee may take any leave covered by Wisconsin FMLA as intermittent leave, provided the employee provides notice as required by the law. The last increment of intermittent leave for the birth or adoption of a child under Wisconsin FMLA must begin within 16 weeks after the birth or placement for adoption of the child.

For leaves covered only by FMLA, an employee may take “intermittent” or “reduced schedule” leave, if medically necessary, for the employee’s own serious health condition, to care for a spouse, parent, son, or daughter with a serious health condition, and to care for a covered servicemember with a serious injury or illness. Employees must make reasonable efforts to schedule leave for planned medical treatment so as to not unduly disrupt the Agency’s operations. For medically necessary intermittent or reduced schedule leave that is foreseeable based on planned medical treatment for the employee, a family member, or a covered servicemember, the Agency may temporarily transfer an employee taking such leave to a position with equivalent pay and benefits if the new position better accommodates the leave. Military leave due to qualifying exigencies may also be taken on an intermittent basis. Employees may also take intermittent FMLA leave for the birth, adoption or foster placement of a child during the federal-only portion of their FMLA leave.

In addition, special rules apply to intermittent leave for “instructional” employees under the federal FMLA. The special rules apply to intermittent or reduced schedule leave, or leave near the end of a semester. “Instructional employees” are employees whose principal function is to teach students in a class, small group, or individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include assistants or aides who do not actually teach nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists, or non-instructional support staff. The special rules for “instructional” employees include:

- If an eligible employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered servicemember, or because of the employee’s own serious health condition, which is foreseeable based on planned medical treatment, and the employee will be on leave for more than 20 percent of the total number of working days over the period the leave would extend, in order to minimize the disruption to the educational process, the Agency may require the employee to choose either to:
  1. take leave for a particular duration, not longer than the duration of the planned treatment. If the employee chooses this option, the entire amount of leave will be counted against his/her FMLA leave entitlement; or
  2. transfer temporarily to an available alternate position, for which he/she is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave.
- If the employee does not give required notice of foreseeable leave to be taken intermittently or reduced leave schedule, the Agency may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position, or delay the taking of leave until the employee has given the necessary notice.
- If the employee begins a leave more than five weeks before the end of a semester, less than five weeks before the end of a semester, and less than three weeks before the end of the semester, special rules apply:
  1. In the employee begins leave more than five weeks before the end of a semester, the leave will last at least three weeks, and the employee would return to work during the three-week period before the end of the semester, the Agency may require the employee to continue taking leave until the end of the semester.
  2. If the employee begins leave during the five-week period before the end of a semester because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent

with a serious health condition; or to care for a covered servicemember, the Agency may require the employee to continue taking leave until the end of the semester if the leave will last more than two weeks, and the employee would return to work during the two-week period before the end of the semester.

3. If the employee begins leave during the three-week period before the end of a semester because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered servicemember, the Agency may require the employee to continue taking leave until the end of the semester if the leave will last more than five working days.
4. If the Agency requires the employee to continue taking leave to the end of the semester, only the period of leave until the employee is ready and able to return to work will be charged against the employee's FMLA leave entitlement. However, the Agency will maintain the employee's group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.

### **Substituting Paid Time Off**

During the portion of any FMLA leave covered by Wisconsin law, employees may elect to substitute, or not substitute, any accrued paid leave for unpaid FMLA leave. During the federal-only portion of an FMLA leave, an employee may substitute any paid leave the employee would be eligible to take in compliance with the Agency's normal paid leave policies. During the federal-only portion of an FMLA leave, the Agency may require employees to substitute accrued paid leave.

### **Benefits During Leave**

An employee's coverage under group health plans (i.e., group health and dental coverage) will be maintained during the period of an FMLA leave as required by the Wisconsin and federal FMLA laws and in accordance with the applicable terms of the plans.

Employees who normally pay a portion of the premium for insurance coverage must continue to do so during the period of FMLA leave. If paid leave is substituted for unpaid leave, the employee's portion of the premium will be deducted from the employee's paycheck. For those employees on unpaid leave, payment arrangements must be made prior to the start of the leave, or as soon as practicable. A 30-day grace period will apply to premium payments. If payment is not made within the grace period, the employee's group health/dental insurance may be terminated.

If the Agency maintains an employee's insurance during an FMLA leave, and the employee does not return from FMLA leave, under certain circumstances the Agency will have the right to recover the total cost of the insurance premiums paid during the employee's leave, as allowed by law.

Use of FMLA cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave. Other benefit accruals may be suspended during the period of the leave and will resume upon return to active employment. An employee should check with the Agency Administrator or designee regarding other benefit continuation provisions.

### **Returning to Work at the End of Leave**

Employees who return to work from FMLA leave within the timeframes protected by the FMLA laws will be returned to their former position or, if that position is no longer available, an equivalent position with equivalent pay, benefits and other employment terms. If an employee wishes to return to work before his/her leave is to end, and work is available, the employee must notify the Agency Administrator or designee at least 2 days prior to the desired return date. If an employee took FMLA leave for his/her own serious health condition, a fitness for duty certification will be required before the employee may return to work. In such cases, an employee's return will be delayed until such a certification is received.

### **Failure to Return to Work at End of FMLA-Protected Leave**

If an employee fails to return to work after the expiration of an FMLA-protected leave, the employee's rights under state and federal FMLA laws will no longer be in effect and the employee will be subject to immediate termination. If the employee's inability to return to work is due to the continuation, recurrence or onset of the employee's own serious health condition, or of the serious health condition of the employee's spouse, child or parent, the Agency will consider a request for a further unpaid leave. However, the employee must submit a written request for consideration of a further leave as soon as the employee realizes that he/she will not be able to return at the expiration of the FMLA-protected leave period. The Agency will consider each such request on a case by case basis. There is no guarantee that a further leave will be granted.

### **Failure to Meet Policy Requirements**

If the employee fails to meet the requirements of this policy for family or medical leave, the request for leave will be denied until the requirements are met. **(Board Policy 523.6)**



# ***EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT***

## **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

## **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or 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\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\* \***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

## **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

## **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

## **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

## **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

## **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**

## ***WISCONSIN FAMILY AND MEDICAL LEAVE ACT***

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

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

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

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

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

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

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

201 E WASHINGTON AVE ROOM A300  
PO BOX 8928  
MADISON WI 53708

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

819 N 6th ST  
ROOM 255  
MILWAUKEE WI 53203

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

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

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

## **GIFTS AND SOLICITATIONS**

Personnel employed by this Agency are prohibited from accepting rebates, gifts, discounts, or offers thereof for services rendered or as a gratuity for making a purchase from a specific company or for indications of possible future business. **(Board Policy 524)**

## **HARASSMENT IN THE WORKPLACE**

It is the policy of CESA #9 to maintain and insure a working environment that is free of any form of harassment or intimidation toward and between employees, volunteers, consultants, and Board of Control members. Cooperative Educational Service Agency #9 does not tolerate harassment in any form and will take all necessary and appropriate actions to eliminate it and to discipline offenders.

All employees, regular volunteers, and Board of Control members are required to be familiar with and comply with the policy of the Agency prohibiting harassment in the workplace. CESA #9 expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, sexual orientation, national origin, age, or disability. Improper interference with the ability of our employees to perform their expected job duties will not be tolerated.

Harassment, for the purpose of this policy, is defined as but not limited to:

1. Physical or psychological intimidation which significantly interferes with another's right to work, learn, and or perform activities and responsibilities related to those functions.
2. Such conduct which has the purpose or effect of substantially interfering with an individual's work or performance or which creates an intimidating, hostile, or offensive working environment.
3. Such conduct which is substantially coercive, restraining, or reprisal in nature.
4. Any activity which is conducted which is significantly physically and/or psychologically restrictive, harmful, and/or damaging to the victim.

Employees found to be in violation of this policy shall be subject to disciplinary action up to and including termination and may be referred to legal authorities.

Board of Control members found to be in violation of this policy shall be subject to action by the Board of Control and may be referred to legal authorities.

Volunteers and consultants found to be in violation of this policy shall be relieved of their duties and contractual responsibilities and may be referred to legal authorities.

Victims of harassment in the work place shall follow the same complaint procedure and reporting form as found in CESA #9 Policy 512 "Sexual Discrimination and Harassment." **(Board Policy 513)**

## **COMPLAINT PROCEDURE**

Employees who feel they are the victims of sexual harassment or discrimination should report their

concerns to the Agency Administrator. The following complaint procedure should be utilized if at all possible.

- Step 1 Any complaint shall be presented in writing or orally to the employee's supervisor or Agency Administrator if the complaint concerns sexual harassment by another employee or supervisor against an employee. If the complaint is submitted in writing, it should include the specific nature of the harassment and corresponding dates and also include the name, address and phone number of the complainant. The attached form shall be used for providing a written complaint.
- Step 2 The supervisor or Agency Administrator shall thoroughly investigate the complaint, notify the person who has been accused of discriminating conduct, permit a response to the allegation and arrange a meeting to discuss the complaint with all concerned parties within ten (10) working days after receipt of the written complaint, if deemed appropriate. The supervisor or Agency Administrator shall give a written answer to the complaint within fifteen (15) working days after receipt of the written complaint.
- Step 3 If the complainant is not satisfied with the answer of the supervisor or Agency Administrator, he or she may submit a written appeal to the Agency EEOC contact, indicating with particularity the nature of disagreement with the answer and reason underlying such disagreement. Such appeal must be filed within ten (10) working days after receipt of the written response at Step 2. The investigating agent shall arrange a meeting with the complainant and other affected parties, if requested by the complainant, at a mutually agreeable time to discuss the appeal. The investigating agent shall give a written answer to the complainant's appeal within ten (10) working days.
- Step 4 If the complainant is not satisfied with the answer, a complaint may be filed with the Board of Control within ten (10) working days after receipt of the Step 3 answer. The Board of Control shall, within twenty (20) working days, schedule a meeting at which the complainant shall be given an opportunity to present the complaint. The Board of Control shall give a written answer to the complaint within ten (10) working days following completion of the meeting.

**DISCRIMINATION/HARASSMENT COMPLAINT FORM**

	<b>Agency</b>	<b>Other Investigator</b>
<b>Employee</b>	<b>Supervisor</b>	<b>Administrator</b>
Name	_____	_____
Position	_____	_____

1. What happened? (Objectively state details)

\_\_\_\_\_  
\_\_\_\_\_

2. Who was involved? (Include witnesses)

\_\_\_\_\_  
\_\_\_\_\_

3. Where did it take place?

\_\_\_\_\_  
\_\_\_\_\_

4. When did it take place? (Date and time)

\_\_\_\_\_

5. Why do you think this situation constitutes a complaint? (Policy violation, unjust treatment, other management decision)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**(Board Policy 512 and 512 Exhibit)**

## **SEXUAL DISCRIMINATION AND HARASSMENT**

CESA #9 is committed to stopping sexual harassment that may occur and to maintaining a working environment for employees free from any form of sexual harassment or intimidation. Sexual harassment includes the following:

- unwelcome sexual advances;
- unwelcome requests for sexual favors;
- unwelcome physical contact of a sexual nature;
- unwelcome verbal or physical conduct of a sexual nature, including deliberate, repeated making of unsolicited gestures or comments of a sexual nature, display of offensive sexually graphic materials, and deliberate verbal or physical conduct of a sexual nature, whether or not repeated, that is sufficiently severe to create a hostile work environment; and
- conduct directed at another individual because of the individual's gender that has the purpose or effect of creating an intimidating, hostile or offensive work environment or has the purpose or effect of substantially interfering with that individual's work performance.

Any employee who believes he/she has been subjected to sexual harassment shall report the incident in accordance with established procedures. All sexual harassment reports shall be promptly reviewed and officials shall consider the affected individual's circumstances and not notions of acceptable behavior based on stereotype or on the history of behavior in the workplace. Such circumstances may include factors such as the affected individual's age, gender, background, employment status and the general context in which the alleged harassment took place.

### Complaint Procedure

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers.

If you experience any job-related harassment based on your sex, your race, or another factor, or believe you have been treated in an unlawful, discriminatory manner, promptly report the incident to your supervisor, who will investigate the matter and take appropriate action. If you believe it would be inappropriate to discuss the matter with your supervisor, report it directly to another supervisor or Agency official, who will undertake an investigation. Your complaint will be kept confidential to the maximum extent possible.

CESA #9 expects full cooperation of all employees in maintaining a work environment free of harassment and the full cooperation of all employees in the investigation of any complaints. Failure to cooperate in such an investigation will subject the employee to disciplinary action, up to and including discharge.

If the Agency determines that an employee is guilty of harassing another employee, appropriate action will be taken against the offending employee, up to and including discharge.

CESA #9 prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if after investigating any complaint of harassment or unlawful discrimination, the Agency determines that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action, up to and including discharge, may be taken against the individual who filed the complaint or who gave the false information.

Individuals reporting incidents of sexual harassment will be protected from retaliation. Any individual who retaliates by harassing the complainant will be considered to have violated the policy. Corrective disciplinary action will be applied in these situations.

This policy will be distributed to employees of the Agency on an annual basis and reviewed at inservice meetings. **(Board Policy 512)**

### **HEALTH PLAN HIPAA EXEMPTION**

The following Agency benefits programs are insured and the insurance companies are covered entities accepting responsibility for HIPAA Privacy Compliance:

Health

Dental

Long Term Care

The Agency only maintains enrollment forms and some summary information. Since Protected Health Information (PHI) is not received, maintained or disclosed other than enrollment forms, the Agency is exempt from HIPAA privacy compliance for these plans.

## **INTERNET SAFETY POLICY - CESA #9 TECHNOLOGY/INTERNET/ELECTRONIC MAIL USAGE POLICY AND CHILD INTERNET PROTECTION ACT**

CESA #9 provides its employees with technology, including computer software, scanners, printers, fax machines, e-mail, Internet, telephone, voice mail and other methods of electronic communication. This technology has the limited purpose of supporting the mission of CESA #9.

The Agency encourages its employees to use this technology to communicate with others and to access the wide-range of information both within Agency resources and external resources. Employees are further encouraged to enhance their productivity and upgrade their work skills through appropriate use of the network. The network will also assist them in communicating with school districts, school administrators, parents, teachers, peers and other agencies as may be required by the duties of their position with CESA #9. CESA #9 expects all employees to use the technology systems in a responsible manner. CESA #9 reserves the right to restrict or revoke any employee's authorization for use of and access to these systems at any time, for any reason.

### Appropriate Usage

CESA #9 technology, as well as its electronic communication systems and equipment, are provided for the purpose of conducting the business of CESA #9. Employees may use this equipment for the purposes relating to CESA #9 business and to carry out the duties of their employment at CESA #9. Personal use of CESA #9 electronic communication equipment and technology should be limited to the reasonable use that does not violate this policy, interfere with the employee's performance of his or her duties, interfere with or offend other employees or disrupt the operation of CESA #9. Employees will use the technology for purposes related to the Agency's mission and will not attempt to extend their use beyond their authorized limits of access nor attempt to disrupt the network's performance or destroy data. Each employee may have at least one account and password assigned. The employee is responsible for the use of each assigned account and shall take reasonable precautions to prevent others from using them.

### No Expectation of Privacy

CESA #9 electronic equipment, communication system and technology are solely the property of CESA #9. All electronic communications transmitted by, received from, or stored in or on CESA #9 electronic equipment, communications system, or computer resources are owned by CESA #9. Employees have no expectation of privacy with regard to the utilization of the equipment, or the information, messages, files and any other data contained thereon. CESA #9 may access, search, monitor and/or disclose any communications at any time without prior notice being given. Additionally, all e-mail/voice mail messages are the property of CESA #9. Nothing residing in an employee's computer equipment system, or files, CESA #9 e-mail system, the employee's voice mailbox or other equipment will be deemed personal, private or confidential. Data or information



residing in or on such equipment may be subject to the Wisconsin Public Records law depending upon the nature of the information. Additionally, one must be mindful that such information may be discoverable in legal actions.

CESA #9 employees will use reasonable efforts to maintain the accuracy and usability of data and to maintain the operating condition of Agency computer equipment and software. Employees will report immediately, any suspected or known problems with regard to the technology equipment, to the technology department.

#### Prohibited Uses

The following uses of CESA #9 electronic communication system are strictly prohibited:

Use of e-mail, voice mail, or other aspect of CESA #9 electronic communication system in a manner that could be disruptive, offensive or harmful to the morale of other CESA #9 employees, vendors, contractors, customers or other third parties.

Downloading, displays, viewing, accessing, retrieving, storage and/or transmission of sexually offensive text or images or otherwise offensive images, documents, cartoons, messages, ethnic slurs, racial epithets, or anything that may be construed as threatening, harassing or intimidating to others based on their gender, race, national origin, age, disability, religion, sexual orientation or any other basis protected by applicable law.

Excessive use of CESA #9 electronic communication systems for personal recreation, including but not limited to playing games, internet browsing, on-line shopping or trading, or conducting a personal business unrelated to the business of CESA #9.

Use of the company's electronic communication systems for commercial purposes not related to company business.

Solicitation of other employees, customers, vendors or other third parties for commercial purposes, lobbying, political causes, sending pornographic or harassing materials, participation in illegal activities, outside organizations, unrelated to the business of CESA #9, or other non-job related purposes.

Illegal activities, including but not limited to gambling or trafficking in pornography.

Unauthorized accessing or attempting to access, or transmittal of confidential CESA #9 information such as personnel records, pupil records, medical records or financial information regarding any of its employees.

Accessing or attempting to access another's password, data, messages or other information without permission.

#### Downloading Files and Software

All computer files downloaded via e-mail attachment or in any other manner to CESA #9 electronic communication system or computer resources must be scanned for viruses. No software may be downloaded without proper authorization.

#### Child Internet Protection Act – Internet Safety Policy

It is the policy of CESA #9 to:

- a) Prevent user access over its computer network to, or transmission of, inappropriate material via internet, electronic mail, or other forms of direct electronic communication;
- b) Prevent unauthorized access and other unlawful on-line activities;
- c) Prevent unauthorized on-line disclosure, use, or dissemination of personal identification information of minors; and
- d) Comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 U.S.C. 254(h)].

#### Definitions

As used herein, the following terms have the following meanings ascribed to them.

Computer – The term “computer” includes any hardware, software, or other technology attached or connected to, installed in or otherwise used in connection with a computer.

Access to Internet – A computer is considered to have “access to the internet” if the computer is equipped with a modem or is connected to a computer network which has access to the Internet.

Minor – The term “minor” means an individual who has not obtained the age of 17.

Child Pornography – The term “child pornography” has the meaning given such term in § 2256 of Title 18, U.S.C.

Harmful to Minors – The term “harmful to minors” means any picture, image, graphic image file or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors; an actual or simulated sexual act or sexual contact, actual

or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole lacks serious literary, artistic, political or scientific value as to minors.

Obscene: The term “obscene” has the meaning given such term in § 1460 of Title 18, U.S.C.

Sexual Act; Sexual Contact – The terms “sexual act” and “sexual contact” have the meanings given such terms in § 2246 of Title 18, U.S.C.

#### Access to Inappropriate Materials

To the extent practical, technology protection measures (“internet filters”) shall be used to block or filter Internet, or other forms of electronic communication access to inappropriate information.

Specifically, as required by the Children’s Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bonafide research or other lawful purposes.

#### Inappropriate Network Usage

To the extent practical, steps shall be taken to promote safety and security of users of CESA #9 on-line computer network when using electronic mail, chat rooms, instant messaging or other forms of direct electronic communications.

Specifically, as required by the Children’s Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called “hacking” and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

#### Supervision and Monitoring

It shall be the responsibility of all members of the CESA #9 staff to supervise and monitor usage of the on-line computer network and access to the Internet in accordance with this policy and the Children’s Internet Protection Act.

Procedures for the disabling and otherwise modifying any technology protection measures shall be the responsibility of CESA #9 Technology Department. **(Board Policy 522.7)**

## **MILITARY LEAVE**

Pursuant to federal and state law, the Agency shall provide eligible employees with leaves of absence with or without pay for purposes of federal service in the uniformed services or active state service. Eligible employees should notify the Agency of the need for a leave of absence as far in advance as possible and should notify the Agency of the commencement date of the military leave and its expected duration. Eligible employees should also provide the Agency with a copy of any relevant military orders.

All rights and privileges regarding salary, benefits, status, and seniority shall be reserved to such employees as required by law.

An employee on leave shall notify the Agency of his/her intent to return to work in a timely manner following his/her period of military service. Failure to notify the employer of his/her intent to return within a reasonable period may subject the employee to disciplinary action up to and including termination for unexcused absence. An employee's reemployment rights and benefits after completion of federal service in the uniformed services or active state service shall be governed by any applicable federal and/or state laws. **(Board Policy 520.11)**

## **OUTSIDE ACTIVITIES OF STAFF**

Occasionally staff members are asked to perform consultant services for an outside organization during the regular contract year outside of the regular workday or on weekends. All such consultancies should be cleared with the Agency Administrator. Normally, arrangements can be made to make up missed time during vacations, at the end of the contract year or by using non-contract days. Twelve (12) month employees must use vacation time if they wish to work as a consultant, and time used for such consulting must have a minimal effect upon the employment at CESA #9. All honorariums must be turned over to the Agency unless the employee has taken vacation time or other absence. No travel expenses may be charged for any meeting for which an honorarium is received and retained by the employee.

It shall be the responsibility of the Agency Administrator to promulgate guidelines so that staff members may avoid situations in which their personal interest activities and associations may conflict with the interest of the Agency. If such situations threaten a staff member's effectiveness, the Agency Administrator shall evaluate the impact of such interest activity or association upon the staff member's responsibilities. Staff members shall not campaign on Agency property during duty hours on behalf of any political issue or candidate for local, state or national office. Staff members may not accept fees for remedial tutoring of students currently enrolled in their classes. Staff members shall not use Agency property or Agency time to solicit or accept customers for private enterprises without written administrative permission.

**(Board Policy 520.8)**

## **PAYROLL PROCEDURES**

### Pay Day Schedule

Payroll will be issued bi-weekly. Payroll advance to employees is not allowed. Payroll will further be issued as per individual contract or letter of employment.

### Direct Deposit

The CESA will pay employees through direct deposit to an account at a financial institution of the employee's choice. Employees will provide the CESA office with information needed to accomplish the direct deposit payroll process. Employees must enroll in direct deposit at the time of hire or rehire. Employees must participate in the direct deposit process as a condition of new or continued employment unless otherwise prohibited by law. Only one (1) financial institution account number may be selected for direct deposit. An Advice of Deposit will be electronically accessible to each employee on each pay date.

Changes to information regarding direct deposit shall be received by the CESA office at least fifteen (15) calendar days prior to the date of the change. The CESA will not be responsible for deposits made to a former account where the request for the change has not been timely provided to the CESA office.

### Salary Payments

Written authorization from the Agency Administrator or his/her designee is required for names added to and deleted from payroll, and for individual wage or salary rate changes.

Substitute employees will be paid using authorization slips approved by appropriate supervisory personnel.

Salaries and wage rates will be approved by the Board of Control.

### Payday

Wage payments will be made on alternate Fridays in bi-weekly installments. A one-week calendar adjustment will be required approximately once in every five years.

### Payroll Advance

Teachers shall be paid bi-weekly with the option of taking school year or calendar year installments. Annually, each contracted school-term employee will be required to select the school year or calendar year payroll option on their employment contract. Other than employee termination, no other payroll advances will be granted.

### Deductions

Payroll deductions, such as an annuity, will be deducted equally from all bi-weekly payments. Insurance will be deducted from wages issued within the school term.

### Hourly Employees

Hourly employees will be paid every two weeks. Online calendars must be completed on a bi-weekly basis - at the end of the last working day of each pay period. Payment will be made on alternate Fridays based on online calendar data.

### Investment Options

Employees have investment options available through Agency approved 403(b) or 457 vendors. Deductions must be arranged with the CESA #9 business office in writing.

### Payroll Error

If an employee believes that an error has been made regarding his or her compensation, the employee must contact the business office immediately. Reports of payroll errors will be promptly investigated. If it is determined that an error has been made and timely reported, the error shall be promptly corrected. **(Board Policy 671.1 and 671.1-R)**

## **PERSONNEL RECORDS**

A personnel file shall be maintained for each regular full-time and regular part-time employee in the Agency and may contain such information as applications, college credentials, transcripts, references, evaluations, and other pertinent employment information. The personnel file shall be maintained by either the CESA office or an office designated by the CESA Administrator and shall be kept in a secured location. Materials shall not be removed from the personnel file without permission of the CESA Administrator or his/her designee. An employee may not add items to his/her personnel file without permission of the CESA Administrator or his/her designee, unless required by law.

Personnel records shall be maintained in accordance with state and federal laws and regulations and shall be retained in accordance with the Agency's record retention schedule. An employee shall have the right to review personnel records as permitted by state and federal laws.

Employees are hereby notified that the legal custodian of all records, including personnel records, is the CESA Administrator or his/her designee. The legal custodian is vested with full legal power to render decisions and to carry out the duties of the Agency under the Wisconsin Public Records Law. Requests by an employee to inspect or copy records concerning the employee will be handled by the legal custodian. **(Board Policy 526)**

## **PURCHASING/REQUISITIONING**

### Requisitions and Purchase Orders

All items to be purchased with CESA funds should utilize the purchasing procedure where practical with the exception of P-Card purchases. Only requisitions containing complete information will result in a purchase order being processed. Employee is responsible for own hotel/travel arrangements and

must have confirmation number indicated for purchase order to be processed. All requisitions for basic instructional materials should be in the CESA office before December 1st. No phone orders will be accepted. No "on approval" orders will be accepted. You must notify the CESA #9 business office when materials are received. If you receive a partial order, you should notify the CESA #9 business office in the event that we are billed for partial shipment.

Prior to purchase of non-consumable supplies or equipment, *approval must be obtained from your program/project supervisor.*

**For processing purposes, all requisition forms must include the complete project account name and account code.**

**Purchasing card holders will follow procedures according to the P-card written policy.**

#### Personal Use

No CESA employee may order items for personal use using a CESA #9 purchase order, P-card or the CESA #9 name as ordering agency without prior administrative approval.

#### Authorization

No purchases, which are charged to the Board of Control or which are to be paid for by the Board of Control, are to be made except through the CESA Administrator's office on properly signed purchase orders or in accordance with the written P-card policy. Any employee incurring expenses without an authorized purchase order or in violation of the P-card policy is subject to liability for the cost involved.

### **TRAVEL EXPENSES**

CESA #9 staff members shall be reimbursed at a rate per mile established by the Board of Control for travel between schools. Reimbursement shall be figured either from the CESA #9 office or from a predetermined and approved school building within the particular school district served by the greatest percentage of time by the staff member. However, in any situation, reimbursement will be paid only for miles actually driven or the shortest distance. All CESA staff members should travel together to meetings and assignments that have the same destination whenever possible.

Under normal circumstances, the "home base" school of a CESA #9 employee should provide adequate facilities for the employee to work during preparation or office periods of time. During such work periods, the "home base" school should not expect the shared service staff member to be working for its own district unless some unusual circumstance should arise.

Should a CESA staff member elect to work at a location other than the "home base" school, no compensation for additional miles traveled to the alternate facility shall be honored. In those cases where a "home base" school cannot provide adequate appropriate workspace, an alternate facility may be approved, and travel expenses over the mileage to and from the "home base" school shall be paid.

Travel out of the Agency must have prior approval of the "home base" district administrator and/or CESA Administrator for all personnel.

For other than scheduled travel, reason must be stated on expense report in full: i.e.,

Home visit - John Jones – Tomahawk

Evaluation - Bob Smith – Tomahawk

Conference - "Stuttering"

Staff members assigned to provide services on a regularly scheduled basis shall not be reimbursed for noon lunches while on duty during school days when working out in the field. Traveling staff members would find it advantageous and less expensive to make use of local school district lunch facilities whenever possible. In those situations where staff members are called to school districts on a referral basis, or by special invitation, they will be reimbursed for out-of-pocket expenses.

**(Board Policy 671.4)**

### ***Mileage***

CESA #9 staff members shall be reimbursed at the rate per mile allowed by the Internal Revenue Service (currently \$0.575 per mile). This rate is subject to change as determined by the IRS.

### ***Meal Expenses***

Meal expenses incurred while performing duties away from the office are reimbursable. Such expenses must be reasonable and customary and may not include the cost of alcoholic beverages. All meals above \$5.00 must be accompanied by a receipt.

### ***Expense Reports***

Online expense reports must be completed monthly, covering the period from the 20<sup>th</sup> of the previous month to the 19<sup>th</sup> of the current month and must be submitted electronically to the CESA office by the 20<sup>th</sup> of the month. Expense reports not received on or before the 20<sup>th</sup> of the month may be held until the following month for payment. Expense payments will be made via direct deposit/ACH the day following the monthly Board meeting. ***Receipts must accompany all expense reports for reimbursement. Failure to turn in expense reports on a routine and timely basis may result in disciplinary action.***

### ***Expense Advance***

Employees are able to request an advance for room, meals and registration. Requests must be for \$50.00 minimum per check. Requests should be filed/made at least two weeks in advance of need. All expense advances must be accounted for on the following month's expense report.

### ***Hotel/Motel Reservations***

With the exception of staff utilizing a P-card, hotel/motel reservations **must** be secured by purchase order with direct billing to CESA #9. Employees should phone the CESA office for a purchase order number and after securing their own reservation, provide the office with completed requisition form



with confirmation number and other necessary information to process a confirming purchase order. Any employee incurring lodging expenses without an authorized purchase order may be subject to liability for the cost involved. Purchasing card holders will follow procedures according to the P-card written policy.

## **WORK DAY/WORK YEAR**

### Schedules

1. Employees working in more than one school district - please submit your schedule no later than the third Friday in September. In the event you need to make a change, notify the CESA #9 office.
2. CESA #9 shared service staff members are considered part of the local school district staff on those days when assigned to be present in a participating school. This means local rules and requirements must be adhered to as much as possible by the shared service person.
3. When serving the "home" school, CESA #9 personnel shall be expected to be present during the same period of time required of local staff members. When serving outside the "home area" of the staff member, one-half of the travel time to an assigned school should be on own time and one-half on school district time (i.e., fifty mile trip to a school which has a starting time of 8:00 a.m., a CESA staff member should be expected to be at that school ready to work at 8:30 a.m.).
4. On office or preparation days when work is being done at the "home base" school or at the CESA #9 office, staff members shall be governed by established hours in those locations where work is taking place. (Summer office hours will be set by the Agency Administrator and approved by the Board of Control annually, inclusive for clerical and professional staff based in the CESA #9 office).
5. The work year for CESA staff shall coincide with that of the district in which they are providing services.

The workday of CESA staff shall coincide with the workday of the district in which they are providing services.

Teachers will provide extra duty services in the school to which they are assigned on the same basis, including reimbursement if any, as teachers regularly employed in that school; provided, however, teachers providing services in multi-districts shall provide the same pro-rata share of extra duty services in each school as the amount of their time spent in that school bears to their total amount of duty time spent in all schools to which they are assigned; and provided further, teachers in multi-districts shall not be required to provide extra duty services beyond the normal work day, except on a volunteer basis.

6. Shared teachers can reasonably expect to aid in the general supervision of pupils during school hours. (Reference: Board Policy 322)

## TIME AND EFFORT REPORTING

In compliance with US OMB Circular A-87 the Agency is required to provide time and effort records for all staff employed and paid with federal funds. All employees charged to federal grants must maintain time and effort reporting regardless of if the funds are from IDEA, Title, Perkins or AEFL – formula or discretionary – any employee funded with federal grants must document the time they spend working on the grants’ objectives to demonstrate that the amount budgeted and claimed is accurate. The procedure to determine how much time is to be allocated to the various grants is based on discussion with the Grant Project Director/Writer when developing the grant budget and determining the needs to carry out the grant goals and objectives. In some cases the DPI will establish the minimum or maximum number of days required to be eligible for the grant award.

There are two types of required time and effort records: general semi-annual certifications and detailed monthly reports. The type of record that must be kept is based on the job responsibilities of the individual charged to the grant. The job responsibilities are referred to as either a “single cost objective” or multiple cost objectives”. The difference between single and multiple cost objectives is determined by how an employee works, not how the employee is funded.

An individual who has a “**single cost objective**” has a position that is dedicated to a singular purpose. An individual who has a single cost objective would complete semi-annual certifications. A semi-annual certification is a sign-off twice a year (usually every six months) by the employee or a supervisor with first-hand knowledge of the employees’ work. A semi-annual certification should identify the following:

Employers’ Name; Employees’ Name; Federal Program; Reporting Period; Employees’ Position; and Single Cost Objective

**Multiple cost objectives** are accounted for by “Personnel Activity Reports” aka PARS. PARS need to be completed at least monthly, after the work has been completed. The PARs must reflect the individuals’ total work time and identify the portion of time spent on the federal project. The PARs must be signed by the employee. The PARs must be supported with documentation of actual effort, not estimates. Supporting documents could be a work calendar, work product, time log or class schedule. The employee who signs off on the PARs must have supporting documentation for the time reported. Required information to be included on the PARs is as follows:

Employers’ Name; Employees’ Name/Position; Federal Program/CFDA #; Reporting Period; 100% of Work Activities; Employees’ Signature.

Additionally, PARs for employees working on multiple cost objectives must follow these standards:

- After-the-fact record: The PARs must be created after the work has been executed.

- Total activity: The PARs must account for the total activity for which each employee is compensated, including part-time schedules or overtime.
- Monthly: The PARs must be prepared at least monthly and must coincide with one or more pay periods.
- Signed and dated: The PARs must be signed and dated by the employee. The supervisor must sign in addition to the employee.

Each staff member will have an electronic PARs established in his/her name, regardless of funding source, via a "Google" calendar. The individual Google calendar will provide columns for the funding source (aka, project) and CDFA #, along with the corresponding anticipated number of days budgeted. It will be the responsibility of the employee to complete *actual hours worked* on any given day for each of the projects, as applicable and appropriate. Additionally, a column is provided to note the daily activity such as, workshop development/coordination; work with project director for grant activities; develop grant activity flyers; workshop presentations; report writing; etc. School term "hourly" staff submit these calendars bi-weekly for payroll processing while fiscal year staff submit calendars monthly. Additionally, approved PTO will be prorated by percentage to all respective funding sources for the individual.

## **NON-CERTIFIED SUPPORT STAFF POLICIES**

### ***STAFF DEVELOPMENT OPPORTUNITIES***

Request for meeting attendance and workshops may be granted providing such activities are directly related to job assignment. Reimbursement for attendance will be determined by the Agency Administrator. **(Board Policy 547)**

### ***DISCIPLINE PROCEDURE***

All newly hired non-certified employees shall be on probation for a period of one hundred eighty (180) calendar days from the initial date of their employment, during which period such newly hired employees may be disciplined or discharged at the sole discretion of the employer.

Upon successful completion of probationary period, no employee shall be discharged, suspended, disciplined, reprimanded or reduced in compensation without cause. **(Board Policy 529.2)**

### ***EVALUATION***

#### Evaluation

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

#### Procedures and Instruments

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

#### Frequency

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

#### 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.

#### Comments and/or Disputes

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

## Evaluators

The Agency shall have the sole right to determine whether or not employees shall be evaluated and by which supervisory personnel. When a teacher or director works with an instructional assistant, the teacher or director may be requested to provide objective input for consideration by the Administrator who is evaluating the instructional assistant. **(Board Policy 548)**

## ***FRINGE BENEFIT QUALIFICATION***

Staff members employed less than 50% of the time by CESA #9 shall not receive any CESA paid fringe benefits. However, if any employee wishes to receive any available benefits, he/she may request it and it may be granted with the cost being deducted from his/her salary.

For those employed 50% to 79%, fringe benefits shall be made available with the Agency paying the percentage worked portion of health and dental premiums and the staff member contributing the remaining portion of the total cost for health and dental. For those employed 50% to 79%, life insurance, long-term care insurance, and long-term disability insurance premiums shall be fully paid by the Agency.

For those employed 80% of the time or over, fringe benefits shall be paid the same as for fully employed personnel.

Non-certified staff will be paid fringe benefits during the summer months if employment is contemplated for the fall. All non-certified staff will be so informed by June 1st.

The standard for determining percentage of time shall be based upon the 190-day school year. **(Board Policy 542.31 - revised August 2015)**

## ***FRINGE BENEFITS***

All fully employed personnel shall receive health insurance with 93% of the premium paid by the Agency. All fully employed personnel shall receive fully paid long-term care insurance, long-term disability insurance, dental insurance, and life insurance.

Beginning in the 2009-10 school year, the Board of Control will provide a high deductible (\$1,500/\$3,000) Point of Service health plan. The Board of Control will complement this plan with an annual health reimbursement arrangement (HRA) account of \$2,500 (family) and \$1,250 (single) for employees on the plan.

The Board agrees to establish and fund a Section 125 Flexible Spending Account for eligible employees.

The Agency shall provide an optional plan in lieu of health insurance which includes an employer

sponsored Health Reimbursement Arrangement (HRA) for those selecting the option. The Board contribution will be \$7,978.00 less the annual LTC premium.

The Board of Control shall contribute on behalf of the employee, the employer contribution to the Wisconsin Retirement Fund. **(Board Policy 542.32)**

## ***HIRING***

In addition to providing Equal Employment Opportunity, CESA #9 does abide by the requirements of the Immigration Reform and Control Act of 1986. In part, the Act requires the following:

1. Prohibits knowingly hiring any aliens not authorized to work in the United States.
2. Verifies the identity and employment eligibility of every employee hired after 11/6/86.
3. Prohibits discrimination on the basis of national origin or citizenship status.

The US Department of Justice Form I-9 Employment Eligibility Verification will be completed and verified for all new hires. **(Board Policy 543)**

## ***HOLIDAYS AND VACATIONS***

### **HOLIDAYS**

Paid holidays will be granted for the following days:

New Year's Day	Thanksgiving
Good Friday	Day following Thanksgiving
Monday after Easter	Christmas Eve Day
Memorial Day	Christmas Day
4th of July	New Year's Eve Day
Labor Day	

To be eligible for a paid holiday, the employee must have worked his/her last scheduled workday and the first workday before and after any holiday.

Employees hired on the basis of less than one year shall be eligible for all paid holidays falling during the period of their employment.

If any of the above listed holidays falls on a Saturday or Sunday, the preceding or succeeding workday shall be counted as the holiday.

School-based non-certified employees are provided paid holidays consistent with the school district to which they are assigned.

## VACATIONS

Upon hire, all full-time, twelve-month employees shall receive ten (10) days of vacation accrued at the rate of 0.833 days per month. On July 1 of each subsequent year, employees will be awarded ten (10) days plus one (1) additional day of vacation for each full year employed by CESA #9 up to the maximum of twenty-five (25) days. Vacation days may be advanced (before accrued) at the discretion of the Administrator with the understanding that if the employee leaves the Agency before the vacation has been accrued, final wage payment will be adjusted to reflect the used days.

Employees who resign and have provided ten (10) days notification of resignation shall be paid for vacation not taken. Any unused vacation will be granted on a pro rata basis.

All vacation requests will be reviewed and approved by the Agency Administrator and supervisor based on a first come, first served basis and will take into consideration the Agency's ability to conduct business.

Vacation time is not accumulative and must be used during the current fiscal year unless approved by the Agency Administrator. **(Board Policy 542.5 -revised August 2015 - pending BOC approval)**

## ***LEAVES AND ABSENCES***

Contracted full-time school year employees will be entitled to twelve (12) sick days per year with a maximum accumulation of one hundred two (102) days. Employees working full-time and year-round will be entitled to fourteen (14) sick days per year with a maximum accumulation of one hundred ten (110) days. Employees working less than full-time will be entitled to prorated leave days.

Employees may use up to five (5) sick days for the illness of immediate family. Immediate family is defined as parents, spouse, and/or dependent children.

Each school-term employee shall be entitled to two (2) days of absence, noncumulative, for personal leave with pay each school year. Such days may not be used the day before or the day after a scheduled break and/or holiday, or during parent-employee conferences. The immediate supervisor must be given forty-eight (48) hours written notice and the leave will be subject to the availability of a qualified substitute is so needed. Agency administrative approval is required. Employees shall also be eligible for one (1) day of emergency leave each school year with pay. An emergency is a serious situation or occurrence that develops suddenly and calls for immediate attention. When possible employees requesting emergency leave must do so in writing to their immediate supervisor

stating the nature of the emergency. Personal/emergency leave shall be noncumulative and shall be taken in no less than one-half (1/2) day blocks.

Full-time, year-round employees shall be entitled to three (3) personal business and one (1) emergency day per year. Less than full-time employees are entitled to prorated leave days.

When an employee has used all accrued sick leave time within a year, a physical examination may be requested prior to returning to work.

When an employee knows in advance he/she must be absent from work, he/she shall promptly contact the school(s) affected by the absence. When an employee is ready to return to work, he/she shall notify the administrator(s) concerned in ample time to inform the substitute that he/she need not report for duty.

Staff members finding it impossible to be at work on a particular day because of illness or an emergency shall contact the CESA #9 office and their school(s) no later than 8:00 a.m. of that day and shall explain reason for absence.

When an employee is excluded from work because of quarantine imposed as a result of contact brought about in line of duty, such employee will be entitled to full pay without loss of accumulated sick leave.

Disability leave shall be granted upon a physician's certification of disability. An employee on disability leave shall be allowed to use his/her accumulated sick leave during the period between the date the doctor certifies that he/she is incapable of performing normal working duties and the date the employee's doctor certifies that such employee is capable of resuming working duties.

Extended leaves may be granted by special action of the Board of Control to permit employees: (1) to recuperate from illness; (2) to be an exchange employee; (3) to attend institutions of higher learning; or (4) to travel extensively. Such leaves will be granted without cost to the Agency and only if it would be beneficial to the CESA schools. Employees shall be eligible under (2) and (3) above only after five (5) years of full-time continuous service in CESA #9. Employees will return to work at the same position on the salary schedule where they would have been at the beginning of their leave of absence unless they were engaged in approved educational work in which case it will be credited to them as experience in determining salary status.

Employees on extended leave shall be required to notify the Board in writing, no later than the 15th day of February in the year of the extended leave, that they intend to return to work for the following school year. Failure of the employee to notify the Board by February 15th shall constitute a resignation by that employee.

Funeral leave of up to three (3) days will be granted for purposes of attending the funeral or making necessary arrangements at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-



law, or any other member of the immediate household. The CESA Administrator may grant additional days for extenuating circumstances.

Fringe benefit payments will continue for anyone on medical leave through the period of the contract, except in cases where the medical leave is not substantiated as disabling by our disability insurance carrier, in which case fringe benefits would cease at the point where sick day benefit salary ceases and disability payments would normally take over.

Upon request and condition of finding a suitable replacement, employees shall be granted up to one-year child rearing leave. Such leave must start at the beginning of a semester and terminate prior to the beginning of the third semester after effective date of such leave.

During an unpaid leave the employee shall be considered to be in the employ of the said Board, shall have a contract, but shall not be paid salary or related benefits; however, the employee may remain a part of all group insurance provided he/she makes payment one month in advance of due date.

The policy of the school district in which CESA #9 aides are assigned will govern the leaves and paid holidays of all aides hired by CESA #9 unless the individual school district requests that CESA policies apply. **(Board Policy 542.4)**

## ***PROBATION***

Non-certified staff will have a probation employment period of six (6) months. After successful completion of probation, salary may be adjusted. **(Board Policy 542.7)**

## ***REDUCTION OF NON-CERTIFIED STAFF***

### Layoff Notice

The Agency will give at least thirty (30) calendar days notice of layoff. The layoff notice shall specify the effective date of layoff, that it is the responsibility of the employee to keep the Agency informed in writing of any changes in the employee's address, and that it will refer the employee to the Reduction in Force provision in this policy.

### Selection for Reduction - Steps

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing layoffs.
- B. Step Two - Volunteers: Volunteers will be laid off first. The Agency will provide the volunteer(s) with a layoff notice. Requests for volunteers will be sent to employees within

each job category. An employee who volunteers to be laid off will put his/her request in writing. Volunteers will only be accepted by the Agency if in the Agency's opinion the remaining employees in the job category are qualified to perform the remaining work.

C. Step Three - Selection for Reduction/Layoff: The Agency shall select the employee in the affected job category for layoff or reduction in hours.

1. Job categories for the purpose of this section shall be defined as:
  - a. Program Assistant
  - b. Instructional Assistant
  - c. Special Education Instructional Assistant
  - d. Educational Instructional Interpreter
2. The Agency shall utilize the following criteria in order of application for determining the employee for layoff or reduction in hours:
  - a. Educational Needs of the Agency: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
  - b. Qualifications as Established by the Board: Including, but not limited to specific job skills, certification (if applicable), training, Agency evaluations, etc.
  - c. Qualifications of the Remaining Employees in the Affected Job Category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and Agency needs as determined by the Board. These experiences shall include but not be limited to current and past assignment and practical experience in the area of need; and
  - d. Length of Service of the Employee.
    - 1) Length of Service: Is defined as length of service with the Agency 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 Agency.

#### Reduction in Hours

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

#### Recall/Rehire Process Period

Laid-off employees shall retain the option to be recalled for a period of twelve (12) months either

after the employee's last day of work with the Agency or from the time the employee received the notification of layoff, whichever is later.

#### Recall Procedure

All laid off employees shall have their names placed on a recall list. In the event a vacancy occurs or a new position is created while employees are on layoff, the Agency shall first attempt to fill the position utilizing the vacancy and transfer language contained in this policy. Employees on recall may apply for the vacant position according to the terms of this policy. The Agency will post vacancies in accordance with the terms of this policy.

#### Termination of Recall Options

Recall options shall end should an employee refuse recall to a position in the job category, except as provided below. Casual or substitute work with the Agency during the recall period shall not extend the recall period. Employees on layoff status may refuse recall to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of options to the next available position for which the employee is qualified. Employees on layoff status shall not lose recall options to an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the Agency.

#### Accrued Benefits During Layoff

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

#### Other Employment During Layoff

No employee on full or partial layoff shall be precluded from securing other employment while on layoff status. **(Board Policy 546.4)**

### ***RETIREMENT OF NON-CERTIFIED STAFF MEMBERS***

Employees retiring from CESA #9 employment after being under CESA contract for five (5) years or more shall be granted the option of continuing with the Agency's health, dental, life, and long-term care insurance programs (single or family coverage) should such an arrangement be desired. In all cases where coverage is requested and granted, the entire premium costs will be borne by the retiree and all payments will be kept on a current basis. Payments must be made in advance. This policy shall be subject to insurance carrier approval. **(Board Policy 546.2a)**

### ***RETIREMENT PLAN FOR NON-CERTIFIED STAFF MEMBERS***

Any non-certified employee who is at least 57 years of age, has at least fifteen (15) years of service to CESA #9 and is retiring in order to receive benefits from the WRS may elect to convert up to one hundred (100) days of his/her unused accumulated sick leave into a Health Reimbursement

Arrangement (HRA). The total dollar amount will be determined by calculating the last daily rate times the number of unused sick leave days. **(Board Policy 546.2b)**

### ***STAFF COMPENSATION***

Non-certified staff will receive compensation comparable with staff who provide similar duties in other CESAs or in school districts in CESA #9. Compensation of staff will be set by the Board of Control upon consideration of recommendation made by the Agency Administrator. **(Board Policy 542.2)**

### ***STAFF WORKLOAD***

Non-certified staff will have workload and schedule determined by the Agency office or employing school district.

The normal work week shall be thirty-seven and one-half (37 ½) hours of work, with a one-half (1/2) hour unpaid lunch break.

The Board agrees to pay time and one-half (1 ½) for all hours worked over forty (40) hours (including paid time off) in each week or hours worked on the sixth (6<sup>th</sup>) day. Work performed on Sundays and holidays shall be paid double time. Employees working on Sundays and holidays shall be assured of a two (2) hour minimum.

Compensatory time will be granted when requested by immediate supervisor to further a specific task. Any accumulated comp-time will be taken within the pay period of the accumulation at the rate it was earned. Comp-time not taken within the pay period will be paid at the rate for which it was earned. **(Board Policy 545.1)**

### ***SUBSTITUTE STAFF***

Substitute staff pay for CESA employees will be determined by length of substitute time and nature of work to be performed.

Substitute rates for aides will be determined by the employing districts. **(Board Policy 544)**