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SECTION 1: GRIEVANCE PROCEDURE

Pursuant to state law, the School Board shall provide a grievance procedure for the orderly resolution of employee grievances related to employee discipline, employee terminations, and workplace safety. Any employee of the District who is not currently under a labor agreement has the right to access the grievance procedure provided the grievance is filed in writing within the applicable timelines, and provided that the issue presented by the grievance properly concerns a grievable complaint. However, nothing within this policy or within the written rules and procedures implementing this policy shall be construed:

1. To prevent an employee and the District from voluntarily resolving, or attempting to resolve, an employee's grievance, complaint, concern or other dispute using informal methods separate from the formal grievance process, such as a mediated resolution or other similar outcome.
2. To interfere or conflict with the District's obligations or an employee's or labor organization's rights, under any collective bargaining agreement. To the extent any collective bargaining agreement includes a contractual grievance procedure for the resolution of any grievance that is also within the jurisdiction of the District's statutorily-required grievance procedure, the District shall fully honor the contractual grievance procedure, including binding arbitration to the extent applicable.
3. To grant or confer to any employee any substantive rights or employment protections that would not exist in the absence of this policy and its implementing rules, except for those primarily procedural rights inherent and minimally necessary to an employee's ability to access and use the grievance procedure in the manner defined by state law and by the Board.

No employee is required to pursue a formal grievance using the procedures established pursuant to this policy, and supervisors and administrators are expected to fulfill their supervisory role(s) with respect to managing employee complaints and concerns even where an employee is unable to or elects not to pursue a grievance under the formal procedures established by the Board.

The grievance procedure shall provide for grievances to be handled in a timely manner. The procedure shall also include an opportunity for a grievant to present his/her grievance before an impartial hearing officer, as well as an appeals process in which the highest level of appeal is the Board.

No employee or District official shall, or attempt to, restrain, interfere with, coerce, discriminate against and/or retaliate against any employee who files or processes a grievance in good faith. The same protections apply to any person who otherwise participates in the presentation, processing or resolution of a grievance (e.g., a witness),

regardless of whether the allegations presented by the grievance are ultimately sustained. Actions taken in bad faith, such as engaging in abuse of the process, providing false information, or engaging in libel or slander in connection with a grievance, are not protected. Violations of this paragraph may lead to disciplinary action, up to and including termination.

In the event a grievance proceeds to a hearing before an impartial hearing officer, the District Administrator or designee shall identify an impartial hearing officer consistent with minimum requirements set forth by the Board. The role of the hearing officer shall include adherence to the following:

- A hearing officer must agree to comply with all relevant laws and with all applicable Board policies and District procedures to the extent not inconsistent with the law, including laws and policies covering public records, personnel records, and student records.
- An impartial hearing officer shall neither add to, delete from, nor modify any Board policies or administrative rules or regulations, although it shall be within the purview of a hearing officer to reach a conclusion that a given policy, rule or regulation violates applicable law (subject to an appeal of such a conclusion to the Board).
- In reaching conclusions based upon his/her factual findings, an impartial hearing officer is not to substitute his/her independent judgment for the judgment of the District provided that the hearing officer determines that the District's conclusions and any action taken by the District were lawful and reasonable under all of the facts, circumstances, and applicable standards. However, a hearing officer may state in his/her decision that he/she believes an alternative conclusion would have been more reasonable and explain the basis for making such a determination. An employee may appeal such a decision to the Board and request that the Board consider adopting the hearing officer's alternate conclusion(s) or resolution.

Legal References:

Wisconsin Statutes

[Section 19.81 – 19.88](#) [Open Meetings Law]

[Section 66.0509\(1m\)](#) [Civil service protection and grievance procedures]

Overview

The purpose of this process is to provide for an internal complaint resolution procedure that is consistent with the requirements of state law and Board policy for resolving complaints concerning employee discipline, employee termination and workplace safety. This process is intended to serve as the written document that sets forth the procedure for the complainant and the District to use to process a complaint.

Overall points to consider regarding the Complaint Resolution Process

- An employee must file the complaint or appeal a decision for themselves. No third party complaints or appeals will be considered.
- Both the District and the complainant shall not be retaliated against for the filing of or the result of a complaint throughout the process.
- This process may be revised, updated or repealed at any time.
- The District reserves the right to consolidate complaints for processing, if appropriate.
- A complaint shall be considered waived if not filed or appealed within the designated timeline.
- No recordings (video or audio) shall be allowed at any point in the process other than by the identified court reporter.
- Complainants and the District are allowed representation of their choosing throughout the process.

Eligibility

Who is eligible to use this process:

1. Non-union employees effective October 1, 2011.
2. Represented employees at the expiration of current Labor Agreement – July 1, 2012.
3. Not applicable to student employees or work study employees.

What items are covered under this process:

Discipline resulting in:

- a. Loss of pay or time.
- b. Suspension.
- c. Demotion.

The process is not applicable for:

- Verbal warnings
- Written warnings
- Corrective Action Plans
- Performance Improvement Plans
- Professional Development Plans
- Performance Evaluations or Reviews
- Administrative suspension with pay pending investigation
- Non-disciplinary changes in wages, benefits or positions/assignments

Termination

Process is not applicable for termination as a result of:

- Layoff
- Non-renewal
- Voluntary Termination (resignation, retirement)
- Job abandonment (No-call, no-show)
- Elimination of position and subsequent termination
- Inability to perform the functions of the position
- Failure to meet the qualifications of a position
- End of temporary, substitute or limited-term assignment
- Reduction in hours or in full-time equivalency
- Job transfer or change in assignment
- Non-reappointment to an extra-curricular assignment

Workplace Safety

Defined as: *Conditions of employment affecting an employee's safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment and workplace violence.*

- A complaint can be filed over a workplace safety issue if the safety of at least one employee is involved (versus visitors or students only).
- The issue must concern safety of a person (not the “safety” of one’s vehicle or other possession).
- The complaint must be filed by an employee who is presently affected by the issue or who might reasonably in the future be affected by the issue.
- The issue presented by the complaint must be under the reasonable control of the District.
- The District reserves the right to require additional documentation if required.

Process

Steps in the process:

1. Notice to supervisor.
2. Appeal to District Superintendent or designee.
3. Appeal to Impartial Hearing Officer.
4. Final appeal to the School Board.

Step One:

The employee, within five (5) working days from the date of discipline, termination or event giving rise to safety concern, will provide the following in writing on the Grievance Form to their immediate supervisor:

A clear and concise statement of the issue or complaint including:

- Date incident occurred and witnesses to the incident
- Whether the grievance concerns a disciplinary action, a termination, or a workplace safety issue
- Process (or policies) violated
- Steps taken to informally resolve the issue
- Why the employee disagrees with the decision
- Remedy sought
- Employee’s signature and date

In order to provide enough time for the organization to do a thorough investigation of the issue, the immediate supervisor will respond with a decision within fifteen (15) working days, including rationale for the decision.

Step Two:

If the employee does not agree with the result of Step One, the employee may appeal the decision to the District Superintendent or designee. The employee, within five (5) working days of the issuance of the decision given from Step One, must provide the following in writing on the Grievance Appeal Form to the Superintendent or designee:

A clear and concise statement of the issue or complaint including

- All information provided in Step One
- Any additional information
- Rationale regarding why the employee disagrees with the Step One decision

Note: The Secretary to the Superintendent will serve as the gate-keeper and distributor of all information.

The District Superintendent or designee will first determine if the applicable issue qualifies for application under this process (qualifying discipline, termination, workplace safety). Once determined that the issue qualifies, the Step Two process will proceed.

The District Superintendent or designee will then call a meeting of all appropriate parties to discuss the complaint.

In order to provide enough time for the organization to do a thorough investigation of the issue, the District Superintendent or designee will respond with a decision within fifteen (15) working days, including rationale for the decision.

Step Three:

If the employee does not agree with the result of Step Two, the employee may appeal the decision to an Impartial Hearing Officer (IHO). The District will identify a pool of potential IHOs for the complainant to choose from.

The employee, within five (5) working days of the issuance of the decision given from Step Two, must provide the following in writing on the Grievance Appeal Form to the Superintendent or designee:

A clear and concise statement of the issue or complaint including

- All information provided in Step One and Two
- Any additional information
- Rationale regarding why the employee disagrees with the previous decisions

The complainant will inform the Superintendent or designee in writing within five (5) working days of their choice of IHO.

After the employee chooses an IHO, the Secretary to the Superintendent will serve as the gate-keeper and distributor of all information. The Secretary to the Superintendent will gather all information and exhibits from prior steps in the process and distribute to the IHO and complainant prior to the hearing.

The following shall apply to the hearing before an Impartial Hearing Officer:

- Neither the employee nor the District can discuss the case with the IHO in advance of the formal hearing. The only communication will be for scheduling purposes.
- Every effort will be made to schedule a hearing within fifteen (15) working days. However, if, due to scheduling and availability issues, it may be necessary to use an alternate IHO or mutually agree on rescheduling the hearing.
- The IHO cannot have an interest in the case. The IHO will determine whether they have a conflict of interest in the case and report so to the Superintendent or designee.
- It is not expected that there will be a cost to using an IHO, but, if there is a cost incurred for the IHO and/or a transcription of the hearing, the District will pay the costs.
- The hearing will be documented by a court reporter. If there is a cost incurred for transcribing the hearing, the District will pay the costs.
- Any witnesses will need to be notified of the hearing by the party that will call them, witnesses will not be notified by the IHO.

Hearing Process

The hearing will be presided over by the IHO. The complainant and the District will be allowed a maximum of one hour each to present necessary information at the hearing. The complainant will go first for both the initial statement and presentation of witnesses. The IHO has discretion to allow additional witnesses with time given to both parties equally.

The Hearing shall be held in compliance with the Wisconsin Open Meetings Law when applicable.

The IHO will only consider information provided at the hearing. The IHO may uphold the decision in Step Two or may over-rule the prior decision if it is determined that the District acted in a way that was arbitrary or capricious and recommend appropriate action to be taken. The IHO will issue a timely written decision, making every effort to make a decision within fifteen working days.

The decision will include:

1. A summary of facts and evidence
2. A summary of relevant policies
3. Analysis of above
4. Decision

Step Four:

If either the employee or the District does not agree with the result of Step Three, they may appeal the decision to the School Board.

The employee or District, within five working days of the date of issuance of the decision given from Step Three, will provide the following in writing on the Grievance Appeal Form to the Superintendent or designee:

1. A clear and concise statement of the issue or complaint including
2. All information provided in Step One, Two and Three
3. Rationale regarding why the employee or District disagrees with the previous decision
4. Information not previously furnished will not be considered at this step

The Secretary to the Superintendent will serve as the gate-keeper and distributor of all information. The Secretary to the Superintendent will gather all information and exhibits from prior steps in the process and distribute to the School Board, Board Counsel and complainant prior to the Board proceeding.

The proceeding before the School Board will be scheduled at the next practical board meeting as appropriate and shall be held in compliance with the Wisconsin Open Meetings Law when applicable.

Board Proceeding Process

The proceeding before the Board will be informal and consist of oral presentation by both sides. The complainant and the District will be allowed a maximum of fifteen (15) minutes each to present necessary information. The complainant will go first in the presentation.

The proceeding is presided over by the Board Counsel, as long as a Board quorum is present.

SECTION 2: SICK LEAVE

Benefit and Accumulation: *Professional teaching staff is granted ten (10) days personal sick leave per year, cumulative to one hundred and twenty (120). Professional staff assigned fewer than one hundred and eighty-eight (188) days will receive pro-rata fewer days leave.*

Advance Notice to the Board: Teachers who are sick and unable to report for work shall notify the district's automated absence management system prior to the start of the work day and indicate when they anticipate returning. Sick leave benefits shall begin on the first day of absence and continue until the teacher returns to work or has used all his/her accumulated sick leave.

Physician's Certificate: The School Board may require a physician's certificate after a teacher has been absent three (3) days for personal illness, or, as it deems necessary in other cases.

Limitations: Sick leave benefits are granted upon sickness of a teacher. Up to five (5) days of accrued sick leave per school year may be used for sickness of a spouse or a legally dependent child. The Board may question or investigate the use of sick leave.

Worker's Compensation: Any employee who is off because of an excused Workers Compensation situation will be paid from their accumulated sick leave balance for hours not worked during time of injury and recovery, up to the time the accumulated sick leave balance is exhausted. During this same period, any monies reimbursed to the District by the Workers Compensation carrier will be deposited by the District into the appropriate salary account. The dollar amount of the check will then be divided by the employees current hourly rate, to arrive at the amount of sick leave hours to be credited back to the employee's sick leave accumulated balance. Upon exhaustion of the employee's accumulated sick leave balance, the employee will only be paid directly by the Workers Compensation carrier, and payment from the District will cease, until the employee resumes work.

Physicians Appointments: All doctor appointments shall be scheduled outside of normal working hours whenever possible.

SECTION 3 Family Medical Leave

The School Board recognizes that there are times when employees qualify for Family Medical Leave (FMLA) and accordingly will comply with the provisions as set forth in Wisconsin and federal laws relative to FMLA.

The 12-month benefit period designated for the purpose of complying with the provisions of the state FMLA shall begin on January 1 and end on December 31.

The 12-month benefit period designated for the purpose of complying with the provisions of the federal FMLA shall be a “rolling” back 12-month period measured backwards from the date an employee uses a FMLA leave. Under some circumstances, the state and federal laws may differ. When both state and federal laws provide for family and medical leaves, the leaves will run concurrently.

The School Board will also comply with appropriate posting requirements.

Any other leave provisions can be found in compensation policies for particular employee groups.

Family or Medical Leave Act 1993 Wisconsin Act 187 Section 103.10 Wisconsin Statutes

Federal Medical Leave Act Pub. of 1993 Public Law 103-3 enacted February 5, 1993.

SECTION 4: JURY DUTY

Employees of the D.C. Everest Area School District who are selected for jury duty are required to serve according to Wisconsin State Statutes.

Notification: Employees who are selected for jury duty shall notify their principal/supervisor as soon as possible each time that they are called for possible service.

Staff members who are not placed on the jury shall notify their principal/supervisor and return to their assignment immediately.

If a staff member is actually seated on the jury, he or she shall also notify the principal or supervisor.

When released from jury duty, employees shall immediately notify their principal/supervisor, return to their work assignment and complete the scheduled work day unless there is less than one hour before the end of their work day.

In all cases listed above, the principal/supervisor shall notify the Director of Human Resources.

Compensation Arrangements: Employees called for jury duty shall be paid their regular earnings. Staff members must submit a check for the amount of the jury duty fees (not including travel allowance) to the Personnel Office within one week after they have been paid by the County or the amount will be deducted from their subsequent check.

SECTION 5. FUNERAL LEAVE

In case of death in the immediate family* of the employee (spouse, children, stepchildren, grandchildren, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or a relative with whom the employee lives) employees will be granted a maximum of three (3) working days off at the normal rate of pay, exclusive of overtime, upon notification of the immediate supervisor. This provision shall not be applicable if an employee is on leave-of-absence, paid sick leave or vacation.

Funeral leave of one (1) day with pay shall be granted to attend the funerals of the employee's uncle, aunt, niece, nephew, spouse's grandmother and spouse's grandfather. Other relatives of the employee or relatives of the employee's spouse, other than those listed above, do not qualify for paid time off. This provision shall not be applicable if an employee is on leave of absence, paid sick leave, or vacation, or the funeral is on the weekend.

Upon advance written approval of the director of human resources, an employee shall be granted reasonable time off with pay up to a maximum of eight (8) hours for pallbearer duties.

*Definitions:

Spouse current husband or wife.
Children biological offspring or adopted.
Stepchildren biological offspring or adopted of spouse.
Grandchildren children or stepchildren of biological or adopted children.
Mother biological or adoptive female parent.
Father biological or adoptive male parent.
Sister biological or adopted female sibling.
Brother biological or adopted male sibling.
Mother-in-law mother of current spouse.
Father-in-law father of current spouse.
Brother-in-law biological or adopted male sibling of current spouse.
Sister-in-law biological or adopted female sibling of current spouse.
Grandparents father or mother of one's biological or adoptive father or mother.
Uncle biological or adopted male sibling of one's mother or father.

Aunt biological or adopted female sibling of one's mother or father.
Niece biological or adopted female child of one's sibling.
Nephew biological or adopted male child of one's sibling.
Spouse's grandmother..... biological or adoptive mother of spouse's biological or adoptive mother.
Spouse's grandfather biological or adoptive father of spouse's biological or adoptive father.

SECTION 6. PERSONAL/EMERGENCY LEAVE

General: Each teacher shall be entitled to one (1) day of absence, nonaccumulative, for personal leave with pay each school year. Each teacher with fifteen (15) years of district service shall receive one (1) additional day of personal leave. Such days may not be used the day before or the day after a scheduled vacation and/or holiday, during parent-teacher conferences. Requests for personal/emergency leave shall be submitted to the building principal. The Principal must be given seventy-two (72) hours written notice and the number of leaves on any given day will be subject to the availability of qualified substitutes. Teachers shall also be eligible for up to two (2) days of emergency leave each school year with pay. However, in the event that a teacher uses both days of emergency leave, no personal leave will be available to that teacher for that school year. Furthermore, if a teacher uses the one (1) day of personal leave, that teacher will only have one (1) day of emergency leave available for that school year. An emergency is a serious situation or occurrence that develops suddenly and calls for immediate attention. Teachers requesting emergency leave must do so in writing to their building Principal stating the nature of the emergency. Emergency leave shall also be nonaccumulative.

SECTION 7. MILITARY SERVICE

The D.C. Everest Area School Board recognizes that many employees of the district may choose to belong to the Wisconsin National Guard or United States Military Reserve Unit. As our country no longer experiences a universal draft, it is commendable for these people to volunteer their services in the National Guard or Military Reserve.

The School Board recognizes that those employees in the National Guard or Military Reserve may be required to serve two or more weeks during the year for additional training. All reasonable attempts will be made to accommodate an employee's request for a leave of absence to perform his/her training duty. It is the desire of the district, that, if at all possible, the military training sessions be attended during the summer vacation months. However, if attendance at training camp must be taken during the school year, it is the Board's request that it be advised of the request for a leave of absence as soon as is possible.

The School Board recognizes that an employee in the National Guard or United States Military Reserve may be required, on short notice, to report for active duty. Upon such notice, the School Board shall release the employee from his/her School District responsibilities.

In accordance with this understanding, the following policies shall be in effect unless the School Board should decide to adopt a different policy:

Military Training Encampments: An employee who has official orders directing him/her to attend a training encampment of the Armed Forces of the United States, shall upon request, be granted a leave of absence without pay. Such request for leave of absence shall be made to the School Board as soon as possible after receiving such orders.

Call to Active Duty: There may be times when the school district's employee is called to active duty in our state during the course of the school year. This would be because of an emergency situation and not the regular two-weeks training. In that event the following should be determined.

The district would release the employee from his/her district's responsibilities. The district would make up the loss of salary incurred while on active duty to a maximum of ten (10) working days per call up. In other words, the employee would not lose salary on a daily basis.

An example to illustrate this policy is as follows:

An employee is called to serve on active duty in our State. He/she is paid \$50.00 per day plus living expenses. The district would make up the difference in his or her salary.

\$101.00	In salary
<u>50.00</u>	Wages for National Guard per day
\$ 51.00	

In addition, the district will pick up the fringe benefits for the employee as is normally contracted.

Call to Active Duty (National Emergency): An employee who is called to active duty for a national emergency will receive payments of salary/wages up to an amount equal to the savings created by the vacated position, but no more than the amount of the individual's salary/wages during active duty for the balance of the contracted year or

fiscal year depending upon whether the employee is a contracted employee or an hourly employee.

In addition the district will pay for the fringe benefits during active duty as had been paid prior to active duty.

SECTION 8. UNPAID LEAVE OF ABSENCE

A leave of absence without compensation for a period of up to one (1) school year may be granted provided the teacher has taught in the District for a period of twelve (12) consecutive years and a suitable replacement can be obtained.

Request for leave of absence shall be made to the Director of Human Resources by March 1 of the year preceding the year that the leave commences.

Health and dental insurance benefits will be available to the teacher while on leave at no cost to the District under COBRA provisions.

Administration may approve up to five (5) days of unpaid leave during a two-year period provided the teacher gives a fourteen-day written, advance notice prior to the leave. All unpaid leave will be subject to the availability of qualified substitutes.

SECTION 9: VOLUNTARY EARLY RETIREMENT

Eligibility: Any regular full-time teacher with at least fifteen (15) consecutive years of employment in the District is eligible to participate in the early retirement plan described below: The minimum age to participate is fifty-seven (57). An employee must celebrate his/her fifty-seventh birthday on or before September 1.

Application: Irrepealable requests for participation in the voluntary early retirement plan must be filed with the Director of Human Resources no later than **March 10th** of the year in which the teacher wishes to retire in order to qualify for early retirement in that year. The Board agrees to continue paying health and dental premiums for the two months immediately following the last day of the month worked for a teacher who qualifies for early retirement, who met the March 10th deadline, and who completed their duties through the last day of the school year. This policy shall not apply to any teacher who is discharged or nonrenewed.

Benefits:

- Employees who elect to retire early, shall be allowed, at the employee's option, to participate in the District's group health insurance program until: (1) the employee is eligible for Medicare benefits; or (2) the employee is eligible for coverage from another source; or (3) the employee files for unemployment compensation benefits following retirement and that claim has a financial impact on the District.
- If the teacher requesting early retirement qualifies for that benefit and has fulfilled the duties of the individual contract through the end of the school year in June, the District will continue paying that teacher's health premium for two (2) more months, after which the early retirement provisions begin. For employees electing to retire after July 1, 2011, a family and single monthly premium credit of \$714.28 and \$263.45, respectively, will be multiplied by 12 months and then by 7, the maximum number of years for which the District offers individual health insurance premium credit, to calculate a total individual health insurance premium credit of no less than \$60,000 for a family plan and no less than \$22,130 for a single plan that shall be used to reduce the retiree's share of health insurance premium payments. At the time of retirement, this credit balance will be divided by the remaining number of months the early retiree is eligible to receive this benefit and applied in equal monthly portions over that period. The credit itself shall have no actual cash value for the retiree and cannot be converted to a payment of cash or credit towards any other benefit. Any unused health insurance premium credit balance evaporates at the end of the eligible early retirement period. For example, if a teacher retires under early retirement provisions at age 62, having only three years of eligibility remaining (36 months), and if the total actual premium costs for that period were \$50,000, then \$50,000 of the \$60,000 individual health insurance premium credit would be applied in equal monthly installments and the \$10,000 individual health insurance premium credit balance would evaporate.
- The District's contribution under this provision is only available to the retired employee and/or his/her spouse at the time the employee retires. If the retired teacher or their spouse dies while the retired employee is eligible for the District contribution, the survivor will only receive a District contribution equal to the dollar amount that the employee would have been eligible for if they were under a single plan at the time the employee retired.

Waiver: Employees electing to receive benefits under this program shall retain no re-employment rights within the District nor any rights or benefits set forth in this handbook. Employees electing to receive benefits under this program shall also be required to sign an individual Voluntary Retirement Agreement and Waiver/Release of Claims waiving any possible claims against the District under the Federal Age Discrimination and Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990, and the Wisconsin Fair Employment Act, as a condition of receiving any benefits contained in this section.

SECTION 10: INSURANCE & RETIREMENT CONTRIBUTION

BOARD DECISION

Health Insurance: For employees who select the PPO Plan, the Board agrees to pay 85% of the premium for a group health insurance plan for employees eligible for family or single coverage. For employees who select the HDHP plan, the Board agrees to pay 90% of the premium for a group health insurance plan for employees eligible for family or single coverage. An annual credit of up to \$1,000 will be applied toward the premium required for any teachers whose spouse is also covered when both are covered under one family plan. No employee shall make any claim against the Board for additional compensation in lieu of or in addition to their insurance premiums paid because they do not qualify for the family plan.

The Board offered an optional High Deductible Health Plan (HDHP-40) to teachers beginning July 1, 2010 and the following applies:

In an attempt to avoid requiring the Board to pay for family or single plan coverage which would be duplicative and/or otherwise unnecessary, special enrollment rights in the group health insurance plan are available to employees who have elected not to be covered under the plan and who later seek enrollment in the plan. Employees who wish to enroll in the district's group health plan under special enrollment rights must notify the plan of their request within 30 days after losing their other coverage or with 30 days of having (or becoming) a new dependent.