



EMPLOYEE HANDBOOK
for
2023-24 Support Staff

Table of Contents

I.	INTRODUCTION	1
	Scope Statement and Disclaimer	1
	COVID-19 Plan	1
	BASD School Board Policies	1
II.	EQUAL EMPLOYMENT OPPORTUNITY POLICIES	2
a.	Title IX Policy	2
b.	Nondiscrimination and Equal Employment Opportunity Policy	3
	Reports and Complaints of Discrimination and Retaliation	3
c.	Employee Anti-Harassment Policy	4
	Reports and Complaints of Harassing Conduct	5
III.	DRUG-FREE WORKPLACE	5
	Off Work Conduct	6
IV.	PERSONAL INFORMATION CHANGES	6
V.	WORK SCHEDULES	7
VI.	ATTENDANCE AND REPORTING ABSENCES	7
VII.	LEAVE OF ABSENCE	7
	Holiday Leave	7
	Vacation Leave	8
	Sick Leave	9
	Bereavement Leave	9
	Leave for Jury Duty	10
	Family and Medical Leave Act	10
VIII.	FRINGE BENEFITS	10
	Disclaimer	10
	Health Insurance	10
	Dental Insurance	11
IX.	POST-EMPLOYMENT BENEFITS	12
X.	SUPPORT STAFF 2022-23 EMPLOYEE RECEIPT AND ACKNOWLEDGMENT	14

I. INTRODUCTION

Scope Statement and Disclaimer

This Handbook has been prepared for Support Staff members, including any employee who provides support to the District's program and whose position does not require a professional certificate. Support staff members also include paraprofessionals.

This Handbook is for informational and resource purposes; it is not intended, nor shall it be construed to, constitute a guaranty of employment, a guaranty of any other rights or benefits, or a contract of employment, express or implied.

The provisions set forth in this Handbook may be altered, modified, changed or eliminated at any time by the District, with or without notice. This Handbook supersedes any and all previous handbooks or statements given to Support Staff, whether verbal or written.

Finally, no attempt has been made to include all employment policies, administrative guidelines, rules, or regulations applicable to Support Staff in this Handbook. Support Staff are subject to all District provisions governing employment regardless of whether contained or referenced herein. In the event of a discrepancy between this Handbook and Board Policy, Board Policy shall control. In the event of a discrepancy between this Handbook and an individual contract (if any), the individual contract shall control.

COVID-19 Plan

The District's COVID-19 plan is available here:

<https://www.berlin.k12.wi.us/userfiles/227/my%20files/basd%20pandemic%20plan.pdf?id=3453>. All employees are responsible for understanding and complying with all **components** of this plan, including any changes to the plan as circumstances develop.

School Board Policies

Historically, the professional staff handbook listed select school board policies that should be reviewed on an annual basis. Because policy updates take place throughout the school year, we are providing a list of policy numbers that have historically been printed in the handbook, in whole or in part. While these policies are important, all professional staff members should review and be familiar with all school board policies aligned to their position (including, but not limited to, all 4000 series policies). All Berlin Area School District's Board Policies are hosted with BoardDocs and can be found at the following public link: <https://go.boarddocs.com/wi/berasd/Board.nsf/Public?open&id=policies>.

In addition to school board policies, employees should review and be familiar with the contents of this handbook which contains additional important information.

General Policies

- a. 2105
- b. 2110
- c. 4112
- d. 7440.01

- e. 4122.01
- f. 4215
- g. 4217
- h. 4216
- i. 4213
- j. 8442
- k. 4230
- l. 4231

Employment and Leave Policies

- m. 6700
- n. 4440
- o. 4122
- p. 4124
- q. 4130
- r. 2266
- s. 4362
- t. 4362.01
- u. 4220
- v. 4139
- w. 4140
- x. 4131
- y. 4340
- z. 4431
- aa. 4430
- bb. 4430.01

TECHNOLOGY POLICIES

- cc. 7530.01
- dd. 7530.02
- ee. 7540.01
- ff. 7540.04
- gg. 8605
- hh. 7544
- ii. 7540.06

II. Equal Employment Opportunity Policies

a. Title IX Policy

The Board of the Berlin Area School District does not discriminate on the basis of sex in its education program or activity and is required by Title IX and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The District's Title IX Coordinator is:

Tricia Polakowski
Berlin Area School District
295 E. Marquette St.

Berlin, WI. 54923
(920) 361-2004 ext. 3050
tpolakowski@berlin.k12.wi.us

Any inquiries about the application of Title IX and its implementing regulations to the District may be referred to the Title IX Coordinator(s), the Assistant Secretary for the U.S. Department of Education's Office for Civil Rights, or both.

The Board has adopted a grievance process that provides for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process is included in Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at: www.berlin.k12.wi.us. The grievance process specifically addresses how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the District will respond.

The District's complete Title IX policy is available at:
<http://go.boarddocs.com/wi/berasd/Board.nsf/goto?open&id=C6TS9S718726>.

b. Nondiscrimination and Equal Employment Opportunity Policy

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

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

Tricia Polakowski
Berlin Area School District
295 E. Marquette Street
Berlin, WI 54923
(920) 361-2004
tpolakowski@berlin.k12.wi.us

Reports and Complaints of Discrimination and Retaliation

Employees are required to report incidents of discrimination and/or retaliation to an administrator, supervisor, or other supervisory employees so that the Board may address the conduct. Any administrator, supervisor, or other supervisory employees who receive such a report shall file it with the CO at the employee's first opportunity, but no later than two (2) days.

Discrimination against an individual based on their sex (including gender status, sexual orientation, and gender identity) is discrimination in violation of Title VII. Specifically, discrimination on the basis of sex

stereotyping/gender-nonconformity constitutes sex discrimination. This is true irrespective of the cause of the person's gender non-conforming behavior. Employment actions based upon an individual's sex could be suspect and potentially impermissible.

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

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

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

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

The District's full nondiscrimination and equal employment opportunity policy is available at: <http://go.boarddocs.com/wi/berasd/Board.nsf/goto?open&id=C6TSAD71875F>.

c. Employee Anti-Harassment Policy

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

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

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

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

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

Tricia Polakowski
Berlin Area School District
295 E. Marquette Street
Berlin, WI 54923
(920) 361-2001
tpolakowski@berlin.k12.wi.us

Reports and Complaints of Harassing Conduct

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

Any Board employee who directly observes harassment is obligated, in accordance with this policy, to report such observations to the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment.

The District's complete employee anti-harassment policy is available at:
<http://go.boarddocs.com/wi/berasd/Board.nsf/goto?open&id=C6TSAP71877A>.

III. Drug-Free Workplace

The Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting that is free from alcohol and other drug abuse.

The Board prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance or alcohol, by any member of the District's support staff at any time while on District property or while involved in any District-related activity or event. Support staff members who use or possess a prescription drug that has been lawfully prescribed to the staff member, and taken in accordance with the prescribed dosage, shall not be deemed to be in violation of this policy. Wherever possible, a staff member should take prescribed medications at home and not bring them to school. Where that cannot

be accomplished, any staff member in possession of prescribed medications while at school is responsible for taking appropriate precautions to assure that the drugs remain in the staff member's possession at all times and are taken in private, out of the view of students. Nothing in this policy shall prohibit the District Superintendent from evaluating a staff member's fitness for duty pursuant to Policy 4161 - Unrequested Leaves of Absence/Fitness for Duty.

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

CBD products are prohibited on District grounds and at school events.

Any staff member who violates this policy shall be subject to disciplinary action in accordance with District guidelines.

The Superintendent shall establish whatever programs and procedures are necessary to meet the Federal certification requirements and shall provide these to staff.

Off Work Conduct

Disciplinary action may result from conduct related to drug and alcohol usage even on the staff member's personal time if the circumstances create a connection to or nexus with the staff member's role with the District. Disciplinary action may result if a staff member's conduct involves the depiction of the staff member engaging in use of alcohol or drugs on social media or other outlets in a fashion that tends to provoke public scrutiny, damage the staff member's credibility, depict inappropriate involvement of minors, or in some fashion diminish the staff member's ability to safely and effectively perform his or her duties. If the District administration becomes aware of such circumstances, it will investigate the matter even though the events occurred on one's personal time and not on District property or at a District event.

Use of Resources for Treatment

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

IV. Personal Information Changes

Employees are responsible to notify the District Office of any name, address, telephone number, marital status, number of dependents, insurance beneficiaries, and other HR related changes within thirty (30) days of the applicable change(s).

V. Work Schedules

Support staff members are expected to adhere strictly to their established work schedules, unless their immediate supervisor approves a deviation from it. Support staff members are also required to complete their time sheets daily and submit them to their immediate supervisor for payroll purposes in accordance with the established schedule.

The regular workday for all employees will generally not exceed eight (8) hours per day, unless modified in the discretion of, and with the approval of, the employee's immediate supervisor. No overtime eligible employee may perform overtime work for the District without prior supervisory approval. Violations of this requirement will result in disciplinary action, up to and including termination from employment.

Meal Periods – All employees shall normally have an unpaid thirty (30) minute duty free lunch period scheduled by the District. Exceptions to this policy may be considered when the employee's continuous job performance are essential to the smooth and safe operation of the school and must be approved by the school Principal, Director of Instruction, or Superintendent.

Rest Periods – All regular full-time employees may have up to (2) paid fifteen (15) minute rest breaks. Employees who work from four (4) to seven (7) hours per day shall have at least one (1) paid fifteen (15) minute break included in their workday. An employee must remain on premises during said break and may be called back.

An employee's hours of work shall be determined and assigned by the employee's immediate supervisor. The District reserves the right to change an employee's schedule and hours of work in the event a new position is created, a vacancy occurs, in the event of a layoff, or in other circumstances that warrant such a change that is in the best interests of the District.

Employees called to work outside of their regular work schedule that are not contiguous with their regular work schedule shall receive a minimum of one (1) hour of pay at time and one-half of the employee's regular straight time hourly rate.

VI. Attendance and Reporting Absences

Staff members are expected to report to their duty station daily based on their assigned work schedules. When a staff member must be absent, every effort should be made to call in by 6:30 a.m. to the designated official. All applicable leave forms need to be completed on prompt return of the absence or leave.

VII. LEAVES OF ABSENCE

Holiday Leave

Non-exempt employees shall be paid holiday time for the following holidays based on their regularly scheduled hours worked at their regular rate of pay, but employees will not be required to work on these days, except in an emergency.

**Paraprofessionals and
School Year Employees Other Than Cooks**

Memorial Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas
New Year's Day

**Custodians and
12-Month Employees**

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve

Cooks

Memorial Day
Labor Day
Thanksgiving
Christmas Day
New Year's Day

To receive Holiday Pay, employees must work the last scheduled day before and the first scheduled day after each holiday unless they are authorized days off.

When a holiday falls on a Sunday, the following Monday shall be recognized as the holiday. When a holiday falls on a Saturday, the previous Friday shall be recognized as the holiday. Exceptions will be made at the discretion of the Superintendent. If a holiday(s) falls within a vacation period of the employee, the employee will be paid for the holiday(s), and the holiday will not be counted as used vacation leave.

Vacation Leave

Custodians and 12-month administrative assistants shall receive vacation on the following schedule (to be credited July 1 of each year and to be used within that fiscal year):

- A. During their first year in the district, custodians and 12-month administrative assistants will receive five days of vacation.
- B. After two years in the district, custodians and 12-month administrative assistants will receive ten days of vacation.
- C. After seven years in the district, custodians and 12-month administrative assistants will receive fifteen days of vacation.
- D. After eleven years in the district, custodians and 12-month administrative assistants will receive one additional day of vacation per year in the District exceeding ten years, to a maximum of twenty days of vacation.

Vacation days provided above shall be earned for each month of service. Vacation though credited at the beginning of each fiscal year is vested only upon completion of the work year. If an employee is terminated or resigns prior to the completion of the school year, he/she will be credited only with those days earned at the time employment is severed and a sum equal to the vacation days used but not earned would be deducted from the remaining pay. Deductions will be based on paid vacation leave earned per month of employment. For example, if an employee was eligible for 10 days of vacation and left after six months of employment during the school year, the employee would have earned 6/12th of the vacation allotment, or 5 days of vacation. If the employee used more than 5 days of vacation prior to the end of the school year, he/she will have a pay deduction on his/her final paycheck, the equivalent of the number of days used above 5 days.

Custodians shall request vacation from the Director of Building & Grounds, which will be granted at the discretion of the Director of Building & Grounds, or in his/her absence, his/her designee. 12-month administrative assistants shall request vacation from the building principal, which will be granted at the discretion of the building principal.

Termination, Retirement or Death: In the event of termination, retirement, or death of a custodian or 12-month administrative assistant, wages payable shall include the vested vacation balance. In the event of resignation, two (2) weeks' notice of resignation must be provided in writing in order for wages payable upon resignation to include vested vacation balance.

Sick Leave

Support staff scheduled to work 12 months a year will be allowed up to 12 days of sick leave annually, cumulative to 95 days (full-time 12-month administrative assistants can accumulate up to 100 days). Support staff scheduled to work only during the school year will be allowed up to 9 days of sick leave annually, cumulative to 70 days. Employees shall accrue sick leave on the basis of one day per month.

Sick leave used in excess of three (3) consecutive working days must, upon the request of the employee's immediate supervisor, be substantiated by a physician's certification. School year employees must make a special request to the Superintendent to use sick leave days as vacation time, which shall be granted at the discretion of the Superintendent. Notwithstanding the above, employees taking sick leave on specific days indicated on the District Academic calendar must be substantiated by a physician's certification, regardless of the duration of the leave, or the employee's leave may be treated as unpaid leave.

Sick leave days may be taken in half or full day increments. (Example-8 to noon or noon to 4.)

Newly hired employees accrue sick leave days but are not eligible to use any during the first 45 days after hire.

Elective surgery shall be scheduled during holiday or summer leave.

The following language will help define the use of leave as described above for illness:

- A. Sick leave shall be granted only for illness or disability of the employee, including doctor and dentist appointments. In addition, up to a maximum of five (5) days of accumulated sick leave per year may be used for doctor or dentist appointments or illness or injury of a spouse, child, parent, or other member of the employee's household that requires the presence of the employee.
- B. Utilization of sick leave shall be allowed only if the employee notifies his/her immediate supervisor of the need for sick leave at least one (1) hour prior to the start of the employee's regular work hours or, where exigent circumstances prevent said notice, as soon as is reasonably possible under the circumstances.

Abuse of sick leave will result in discipline up to and including discharge.

Bereavement Leave

Staff members are eligible for bereavement leave at the discretion of the District Superintendent, but bereavement leave will be deducted from the employee's sick leave.

Leave for Jury Duty

Staff members who are called to jury duty shall be provided leave as required by law.

Family and Medical Leave Act Leave

The District provides Family and Medical Leave Act (FMLA) leave to employees as provided by state and federal law. Please see board policy 4430.01 at the following link for details regarding FMLA leave, available at <http://go.boarddocs.com/wi/berasd/Board.nsf/goto?open&id=BA28D96CF74E>.

VIII. FRINGE BENEFITS

Disclaimer

This section on employee benefits is a brief summary of the benefits which may be available to eligible employees. It is not intended to, nor does it, set forth in detail the terms, conditions and/or limitations of the benefit plans. Plan Documents control the operation of these benefit plans, and any conflict between the terms, conditions and/or limitations set forth in this brief summary, the Summary Plan Descriptions or the Plan Documents will be governed by the Plan Documents. The benefits payable under any policy or plan are discretionary by the District and are subject to grant, restriction, elimination or recoupment at any time by the District, as it sees fit.

The Board provides a competitive and comprehensive package of benefits to its employees. The Board retains the final authority to establish, modify, rescind, add or in any way affect employee benefits.

Health Insurance:

- A. Eligibility: The District shall provide group health coverage to all support staff regularly scheduled to work twenty (30) or more hours per week. Health insurance coverage begins the first of the month following employment.
- B. District Contributions:
 - 1. If eligible support staff select the District's HSA Plan option:
 - a. The District's contribution for full time employees will be 88% of the monthly premiums for either a single or family plan. For full time employees who complete a health risk assessment, the District's contribution will be 90% of the monthly premiums for either a single or family plan.

- b. For a part-time employee that is eligible for health insurance, the District's contribution to the employee's monthly premiums will be prorated based on the number of hours the employee is regularly scheduled to work in a week.
 - 2. If eligible support staff select the District's HRA plan option:
 - a. The District's contribution for full time employees will be 86% of the monthly premiums for either a single or family plan. For full time employees who complete a health risk assessment, the District's contribution will be 88% of the monthly premiums for either a single or family plan.
 - b. For a part-time employee that is eligible for health insurance, the District's contribution to monthly premiums will be prorated based on the number of hours the employee is regularly scheduled to work in a week.
 - 3. The District will also contribute \$1,000 per family plan or \$500 per single plan to the HSA or HRA selected by the employee from the above options.
- C. Level of Benefits: Changes in the existing health plan dictated by the insurance carrier shall be accepted by employees.

Dental Insurance:

- A. Eligibility: The District shall provide group dental insurance all 12-month employees who are regularly scheduled to work 30 hours or more per week, as well as the Head of Food Service and the Building Heads of Food Service. Dental insurance coverage begins the first of the month following employment.
- B. District Contribution:
 - 1. The District's contribution for full time employees will be 92% of the monthly premiums for either a single or family plan.
 - 2. For a part-time employee that is eligible for dental insurance, the District's contribution to monthly premiums will be prorated based on the number of hours the employee is regularly scheduled to work in a week.
- C. Level of Benefits: Changes in the existing dental plan dictated by the insurance carrier shall be accepted by employees.

Long-Term Disability Insurance: The District shall pay one hundred percent (100%) of the monthly premium for long-term disability insurance for all employees scheduled to work twenty (20) or more hours per week.

Life Insurance: The District shall pay the monthly premium of a life insurance policy for all support staff, except regular part-time food service workers, for a policy worth one and one-half (1.5) times the employee's annual earnings.

Flexible Spending Account: The District shall offer a flexible spending account (Section 125 plan) to employees to cover health and dental insurance premium contributions, unreimbursed medical and dental expenses and child care expenses, subject to IRS rules and regulations.

Tax-Sheltered Annuity: Employees may participate in the District's tax- sheltered annuity program subject to the District's rules and regulations and applicable law.

Short-Term Disability Insurance: The District shall offer a short-term disability insurance plan to all employees who work 20 or more hours per week, subject to the plan's rules and regulations. The cost of the premium shall be at the employee's expense, but may be made through payroll deduction.

Uniforms: Where the District requires the employee to wear a uniform, the District shall provide said uniform or provide reimbursement for the cost of the uniform subject to the District's discretion.

Certification: The District shall pay for the initial, required special education certification for paraprofessionals. If renewals are required for special education paraprofessional certification, they shall be paid by the employee.

IX. POST-EMPLOYMENT BENEFITS

Support Staff must meet the following requirements in order to be eligible for the retirement benefit:

- A. A member of the Support Staff seeking benefits under this section must submit a voluntary, written resignation to the Superintendent indicating his or her intent to elect retirement under this provision. That written resignation shall be submitted on or before February 15th of the Support Staff member's final school year.
- B. Election of retirement shall become effective on June 30 at the end of the school year in which the election is made.

Support Staff Benefits:

- A. Any member of the Support Staff retiring with the equivalent of a minimum of twenty-five (25) years of full time service in the Berlin Area School District shall be eligible for this retirement benefit.
- B. The District will provide a deposit into a post-employment premium only Health Reimbursement Arrangement ("HRA") upon retirement. The amount deposited will be equal to the accumulated unused sick leave hours multiplied by fifteen dollars per hour(\$15/hour), up to a maximum accumulated sick leave of 100 days, based on eight (8) hours per day.

- C. The District shall maintain a post-employment HRA plan document ("HRA Plan") which will govern the plan design and administration and which may be amended from time to time as deemed appropriate. The HRA Plan will provide for the use of HRA funds for the reimbursement of medical insurance premiums to maintain coverage on the District's medical plan during the COBRA continuation period or to reimbursement eligible after tax premium expenses incurred by the retiree and/ or the retiree's eligible dependents to obtain and maintain medical coverage on a medical insurance plan other than the District's plan. Note that the HRA may reimburse COBRA premiums paid for the retiree and/ or the retiree's family members under the District's plan. However, once the COBRA continuation period has ended, the retiree and/ or the retiree's family members will no longer be eligible to remain on the District's medical insurance plan and the HRA can no longer provide for reimbursement of premiums paid under the District's plan.

- D. Upon exhaustion of a retiree's post-employment HRA funds, a retiree may self-pay 100% of the full premium to remain on the District's plan for any remaining duration of COBRA. However, once the COBRA continuation period has ended, the retiree and/ or the retiree's family members will no longer be eligible to remain on the District's medical insurance plan.

If the retiree dies with a balance in the HRA, the retiree's surviving spouse may continue to submit for reimbursement from the HRA until the first to occur of the following: (1) the HRA balance is exhausted, (2) twelve (12) months after the death of the retiree, or the death of the retiree's surviving spouse. If the retiree dies and is not survived by a surviving spouse, any balance in the HRA shall revert to the District.

Validity and Tax Treatment

If any aspect of this retirement benefit is found to be discriminatory or in violation of the Federal Age Discrimination in Employment Act, the Wisconsin Fair Employment Act, or any other state or federal law by any court of competent jurisdiction or administrative agency, then the District may take such action as is necessary to comply with such decision.

The retiree is responsible for all applicable federal and state taxes relating to the payments made under this Agreement including withholding or FICA taxes that may arise from the implementation of this Agreement.

SUPPORT STAFF 2022-23 EMPLOYEE RECEIPT AND ACKNOWLEDGMENT

I understand that the Support Staff Employee Handbook has been created for informational purposes only. I understand that I should consult my immediate supervisor if I have any questions that are not answered in the handbook.

I understand that this handbook is not intended, nor shall it be construed to, constitute a guaranty of employment, a guaranty of any other rights or benefits, or a contract of employment, express or implied. All of the Board’s employees are employed “at will”, and employment is not for any definite period, unless otherwise provided by individual contract (if any) or Board Policy. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the District or the employee, except as might otherwise be provided by individual contract (if any) or Board Policy. The District’s Support Staff employed under individual contracts with the Board (if any) may be terminated or nonrenewal consistent with the terms of the contract and consistent with Board Policy.

The provisions set forth in this Handbook may be altered, modified, changed or eliminated at any time by the District, with or without notice. This Handbook supersedes any and all previous handbooks or statements given to Support Staff, whether verbal or written.

I understand and acknowledge that this Handbook is not a complete compilation of all Board policies. Board policies may be under revision during the year. I am expected to be aware of and abide by all Board policies. All Berlin Area School District’s Board Policies are hosted with BoardDocs and can be found at the following public link:

<https://go.boarddocs.com/wi/berasd/Board.nsf/Public?open&id=policies>.

I understand and acknowledge that in the event that a provision in this Employee Handbook conflicts with Board policy, the Board policy shall control. I understand and acknowledge that in the event that a provision in this Employee Handbook conflicts with my individual contract (if any), the individual contract shall control.

Furthermore, I understand and acknowledge that if I violate any of the terms and conditions of employment set forth in this Employee Handbook, Board Policy, or law, I will be subject to disciplinary action up to and including termination in accordance with applicable policies.

I acknowledge that I have received the District Support Staff Handbook. I understand that it is my responsibility to read and follow the policies contained in this Handbook, board policies, and the law and any changes made to them.

(Employee Signature)

(Date)

(Printed Employee Name)