



Board of Control Policies

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Foundations and Basic Commitments

700 – Service Agency Legal Status

1) Wisconsin Statutes 116.01 - Purpose

The organization of school districts in Wisconsin is such that the legislature recognizes the benefit of 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, private, and tribal schools, and all public and private agencies and organizations, that provide services to pupils.

2) Wisconsin Statutes 116.015 - Legal Status:

A Cooperative Educational Service Agency may in its name enter into contracts authorized by this chapter and may sue and be sued.

Cooperative Educational Service Agency 2 shall also be known as CESA 2.

Adopted: December 19, 1989

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013



701 – Philosophy of CESA 2

It is the philosophy of the CESA 2 Board of Control that the role of CESA 2 is to assist districts in providing quality educational opportunities for all students on an equitable basis. The philosophy, vision and mission statements of the Agency support and verify this endeavor.

MISSION

Improve student learning by expanding the capacity of our diverse school districts.

VISION

Become the preferred partner by helping districts achieve exceptional student learning

CESA 2 will:

- Deliver innovative and effective model of professional development and services that have a strong, positive impact on those whom we serve.
- Provide a unique, comprehensive system analysis process for districts and schools that utilizes data to enhance decisions about critical initiatives and performance goals.
- Connect our partners with resources that meet their needs.
- Cultivate partnerships with organizations having specialized and relevant knowledge to enrich the flow of new ideas into CESA products and services.
- Maximize member districts' cost efficiencies.
- Assess alignment to mission, values, and vision in all our work.
- Evaluate results of our work for effectiveness and sustainability.

VALUES

Collaborative relationships	Effective practice	Tailored services
Family engagement	Shared leadership	Results focus
Innovative thinking		

Adopted: December 19, 1989

Reviewed/Revised: January 2006

Reviewed/Revised: September 2012

Reviewed/Revised: March 19, 2013

Reviewed/Revised: August 18, 2015

702 – Strategic Goals of Agency Programs/Services

1. Enhance the institutional capacity of school districts.

- a) Provide direct services to children and adults as requested by Agency districts and in accordance with CESA 2 policy and procedures.
- b) Identify in collaboration with districts which district curriculum activities might profit from CESA 2 staff leadership or from cooperative support and leadership from one or more districts in the CESA.
- c) Seek contractual arrangements and purchasing arrangements with other governmental agencies - federal, state, regional, county, local district - which will multiply the usefulness of dollars available for education and encourage efficiency.
- d) Improve the quality of instructional materials and equipment available to districts through evaluation of existing materials and development of new materials and equipment.
- e) Assist districts with educational accountability issues.
- f) Assist districts' staff in keeping abreast of current educational practices, technology and innovation.

2. Enhance the ability of districts and communities to engage in a school improvement plan.

- a) Encourage and develop educational seminars, conferences, conventions, and professional development programs appropriate to the staff development needs of school districts and CESA 2 personnel.
- b) Assist districts with the development of educational programs that reflect the economic, geographic, physical, political, and social diversity of their communities and that meet the standards and guidelines established by the state for the public schools of Wisconsin.
- c) Provide information about educational goals, programs, standards, and activities to the public and school district and CESA 2 personnel in an open and consistent manner.

3. Provide leadership for the advancement of education.

- a) Annually review the priorities established by the CESA 2 Board of Control and Professional Advisory Council (PAC) and encourage the development of new programs as needed. New program plans should include a statement of rationale, objectives, plans for use of personnel and facilities, budget implementation techniques, evaluation and revision procedures, and a timeline for program development and implementation.
- b) Work with educators and citizens to predict and meet the needs of public education in the CESA 2 area.
- c) Serve as liaison when requested between local school districts and the state Department of Public Instruction and other regional agencies.



- d) Work with local, state, and national professional and other organizations, that are committed to the improvement of education for all children.
- e) Provide in-service programs for school district board members, teachers, administrators, aides, volunteers, and interested citizens when such programs can support the goals of education and awareness of new educational ideas in one or more area districts.
- f) Encourage citizen participation in all school and CESA 2 activities.
- g) Coordinate the separate divisions and programs supported by the CESA 2 Board of Control.

Adopted: December 19, 1989

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

703 – Determination of Agency Programs/Services

The following are the operational guidelines through which CESA 2 will strive to fulfill its vision, mission and goals.

1. Programs and services offered may be based upon local school district service needs. Requests for new programs may be initiated by district administrators, the CESA 2 Agency Administrator and/or Directors of Agency Programs, the Department of Public Instruction, the CESA 2 Board of Control or others in a position to knowingly assert the need for new programs/services.
2. Leadership, vision, and innovation should be continuing priorities when developing new programs and services for CESA 2 school districts. Planning committees may be formed to assist in the development of the new programs and services.
3. A core of CESA 2 programs and services should be developed to provide a reasonable consistency of structure and function for the Agency. In addition, a changing mixture of programs and services and those districts that participate in such programs and services is a positive indicator of the success of a specific program or service offered by CESA 2.
4. When appropriate, districts utilizing programs and services will be involved in monitoring program and service delivery, and determining the efficiency and effectiveness of the programs and service, as well as identifying needed changes in programs and services.
5. The Agency Administrator will periodically review and evaluate each existing CESA 2 service to assure that obsolete, ineffective, inefficient, or inappropriate services are not unduly perpetuated.

Adopted: December 19, 1995

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013



704 – CESA Statewide Network

CESA 2 will be an active member of the CESA Statewide Network.

Adopted: March 19, 2013



Board Governance and Operations

800 – Board of Control Status

The Agency shall be governed by a Board of Control composed of members of school boards of school districts within the Agency. Annually on or after the 4th Monday in April, the school board of each school district in the Agency shall appoint one of its members as its representative for the purpose of determining the composition of the CESA 2 Board of Control. For the purpose of determining membership on the CESA 2 Board of Control, a school district operating elementary grades only and lying in more than one union high school district shall be considered part of the union district territory in which the major portion of its equalized valuation lies. The CESA 2 Board of Control shall hold an annual organizational meeting on or after the 2nd Monday in May. No annual organizational meeting may be held after the 2nd Monday in August.

Adopted: December 19, 1989

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

801 – Board of Control Duties

The duties of the CESA 2 Board of Control set forth in Wisconsin Statutes 116.03 and 116.04 are as follows:

1. Determine the policies of the Agency.
2. Determine each participating local unit's prorated share of the cost of cooperative programs and assess the costs of each program against each unit participating in the program including, without limitation because of enumeration, unemployment insurance, litigation expense, collective bargaining and monetary awards by courts and agencies, but no board of control may levy any taxes. No cost may be assessed against a unit for a cooperative program unless the unit enters into a contract for the service.
3. Require a bond of the Agency administrator and such other employees as determined by the CESA 2 Board of Control. The Agency administrator, within 15 days following the beginning of contractual duties, shall file a bond executed by 2 qualified sureties approved by the board of control or may file a surety company bond in an amount determined by the board of control, but at least equal to 5% of the current administrative budget of the Agency. If the board of control so determines the Agency treasurer shall file personal or surety bonds in such amounts as the board of control requires. The Agency may purchase surety bonds with Agency funds.
4. Authorize the expenditure of money for the purposes set forth in Wis. Stat. Ch. 116 and for the actual and necessary expenses of the board of control and Agency administrator and for the acquisition of equipment, space, and personnel. All accounts of the Agency shall be paid by check, share draft or other draft signed by the chairperson, and secretary to the board of control.
5. Establish the salaries of the Agency administrator and other professional and nonprofessional employees.
6. Annually, make an inventory of Agency property and file copies of it in the Agency office.
7. Every 3rd year as scheduled by the state superintendent, provide to the school board of each school district in the Agency an accountability plan that addresses both the efficiency and effectiveness of all Agency programs and services.
8. If the county board of supervisors establishes an initiative to provide coordinated services under Wis. Stat. § 59.53(7), participate in the initiative and may enter into written interagency agreements or contracts under the initiative.
9. Upon request of 2 or more school districts served by the board of control, apply for a state trust fund loan under Wis. Stat. § 24.66 on behalf of the school districts to carry out a distance education project. The board of control shall expend the proceeds or transfer the proceeds to each school district in the amounts determined under Wis. Stat. § 24.61 as directed by each school district and shall accept from each school district repayments of principal and payments of interest and promptly remit such payments to the board of commissioners of public lands.
10. Do all other things necessary to carry out this chapter.



11. The board of control shall appoint an individual to serve as agency administrator. The agency administrator shall implement the policies of the board of control.

Adopted: December 19, 1989

Reviewed/Revised: January 2006

Reviewed/Revised: October 2012

Reviewed/Revised: March 19, 2013

803 – Plan of Representation

For purposes of selection of members of the Board of Control, CESA 2 will be divided into the following clusters:

Cluster A

DeForest
Marshall
Sun Prairie
Waterloo
Waunakee

Cluster E

Beloit
Beloit-Turner
Brodhead
Juda
Parkview

Cluster I

Edgerton
Evansville
Oregon
Stoughton

Cluster B

Middleton-Cross Plains
Mount Horeb
Verona
Wisconsin Heights

Cluster F

Clinton
Delavan-Darien
Janesville
Walworth

Cluster J

Central-Westosha
Lake Geneva-Genoa City
Williams Bay
Wilmot

Cluster C

Deerfield
Madison
McFarland
Monona Grove

Cluster G

Elkhorn
Fort Atkinson
Milton
Palmyra-Eagle
Whitewater

Cluster K

Burlington
East Troy
Union Grove
Waterford

Cluster D

Albany
Belleville
Monroe
Monticello
New Glarus

Cluster H

Cambridge
Jefferson
Johnson Creek
Lake Mills
Watertown

One member of a board of education from each cluster will be elected by a simple majority of each cluster's delegates in attendance at the annual convention to serve a three (3) year term on the CESA 2 Board of Control.

Vacancies in the Board of Control will be determined and filled pursuant to Policies 812 and 816

Adopted: January 18, 2000

Reviewed/Revised: May 2012

Reviewed/Revised: March 19, 2013

Reviewed/Revised: May 17, 2016



Reviewed/Revised: February 15, 2022

803 – Plan of Representation - Administrative Rule

Terms of the Board of Control shall rotate according to the following schedule:

Election Cycle (3 year term begins)

<u>June 2021</u>	<u>June 2022</u>	<u>June 2023</u>	<u>June 2024</u>	<u>June 2025</u>
D	E	C	D	E
A	G	F	A	G
B	K	H	B	K
	J	I		J

Reviewed/Revised: February 15, 2022



804 – Board of Control Member Oath of Office

Each member of the CESA 2 Board of Control will file an “Official Oath of Office” at the start of his/her term following the Annual Convention for CESA 2.

State of Wisconsin

County of _____

I, the undersigned, who have been duly elected to the office of member of the Board of Control of Cooperative Educational Service Agency 2 and have not yet entered upon the duties thereof, swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Wisconsin, and will faithfully discharge the duties of said office to the best of my ability. So help me, God.

Signed: _____

Submitted and sworn before me this _____ day of _____, 20____.

Signature of Person Administering Oath

Adopted: January 18, 2000
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

806 – Board of Control Committees

The CESA 2 Board of Control shall function with the following three standing committees:

- Audit
- Policy
- Personnel

The responsibilities of each committee are:

1. Audit: Reviewing monthly revenue and receipts and advising the Agency Administrator and Executive Director of Financial Services on fiscal matters.
2. Policy: Reviewing / creating CESA 2 Board of Control policies.
3. Personnel: Handling employee negotiations and other personnel matters.

Adopted: January 18, 2000

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013



807 – Attorney

The CESA 2 Board of Control shall employ an attorney, as needed, who is familiar with schools and school laws.

Adopted: December 19, 1989

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

808 – Board of Control Meetings

Regular Meetings

The CESA 2 Board of Control will meet regularly in the Agency office unless the Agency Administrator, in consultation with the Board Chairperson, designates another location. School board members, administrators, and the public are invited to attend Board of Control meetings.

All board meetings are held in compliance with the Wisconsin Open Meetings Law, Wis. Stat. §§ 19.81-.98.

The regular meeting night and time shall be determined at the organizational meeting of the CESA 2 Board of Control.

Special Meetings

Special meetings of the CESA 2 Board of Control may be called by the Chairperson upon written notice by the Chairperson to the other members of the Board of Control and the Agency Administrator given at least 5 days prior to the date of the meeting. Special meetings may also be called by petition of no less than 3 members of the CESA 2 Board of Control served upon the Agency Administrator in writing, designating the time, place and hour of said special meeting, and the purpose thereof, provided the petition is served at least 5 days prior to the date of the meeting. On unusual emergency conditions, a meeting of the CESA 2 Board of Control may be called within 24 hours by the agreement of the Chairperson and Agency Administrator provided all members of the Board of Control have been notified by means of telephone, voice mail, email, fax, mail, delivery of notice to the members's usual place of abode, or in-person communication.

Procedures

Technology may be used to facilitate such meetings, provided the public is provided with a means to reasonably access the meeting.

Robert's Rules of Order (newly revised) will be used as a general guide, except where such procedures conflict with Board policy or the law.

When the meetings provide for public comment, all public comments will be received in the CESA 2 office at 1221 Innovation Drive, Suite 205, Whitewater, WI.

All speakers during any public comment period provided by the Board of Control will be asked to keep his/her remarks to three (3) minutes or less.



Adopted: December 19, 1989

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

809 – Quorum

A majority of the CESA 2 Board of Control membership shall constitute a quorum to conduct business at either a regular meeting or a special meeting. However, should a quorum not be present, those members present can conduct the business that is necessary for the organization to be able to meet its commitments for the next month---payment of bills, hiring new staff, accepting resignations and submitting and acceptance of grants.

Any member of the CESA 2 Board of Control may designate an alternate to audit any meeting but such alternate shall not have voting power.

Adopted: December 19, 1989
Reviewed/Revised: June 2008
Reviewed/Revised: March 19, 2013



810 – Voting

A voting sheet shall be available for the purpose of recording all votes on agenda action items.

Adopted: December 19, 1989
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

811 – Minutes

The Agency Administrator will forward a set of minutes to each CESA 2 Board of Control member for review prior to the regular monthly meeting as a measure in conserving regular meeting time. Accompanying said minutes should be an official reminder of the next regular meeting. However, the minutes of the prior meeting shall be approved by the Board of Control at a future regular meeting.

Adopted: December 19, 1989
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

812 – Board Member Attendance

CESA 2 Board of Control members are appointed to represent their own school districts and all of the districts in their particular cluster. Attendance and participation of each CESA 2 Board of Control member is, therefore, important to a large segment of CESA 2.

It shall be the policy of CESA 2 that when a Board of Control member misses three (3) consecutive meetings of the Board of Control, the Board of Control can vote to determine if the absences constitutes the member having vacated the position. Vacancies will be filled in accordance with Policy 816.

The CESA 2 Board of Control will consider any special circumstances regarding a member's absences and may choose not to invoke the procedures described above.

Adopted: December 19, 1989
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

813 – Adoption of Policies

The CESA 2 Board of Control may from time to time wish to add or delete policies or amend existing policies of CESA 2. This policy governs such adoptions.

The CESA 2 Board of Control will not adopt policies unless they are included in the published agenda of a regular or special meeting of the Board. Such notice shall include at least the titles of the proposed policies. The text of the proposed policies shall be included in the packet distributed to CESA 2 Board of Control members and shall be made available to the public upon request.

A new policy can be adopted by a simple majority of a quorum of the members present after the second reading, unless or the CESA 2 Board of Control can decides to table the policy, or return it to the committee. A revision to an existing policy can be adopted by a simple majority of a quorum of the members present after the first reading, unless or the CESA 2 Board of Control can decides to table the policy, or return it to the committee. Failure to either adopt, table, or return the policy to committee will result in the policy not being adopted, necessitating that the approval process start over.

Adopted: December 19, 1989
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013
Reviewed/Revised: February 19, 2019

814 – Recordkeeping

All records shall be considered official Agency property and shall be maintained at the Agency office in compliance with the retention schedule developed by the Department of Public Instruction and adopted by the Board of Control. This schedule is attached as an administrative rule.

The Agency Administrator will serve as the legal custodian of all Agency records. The Executive Director of Financial Services will serve as legal custodian of all Agency Records in the Agency Administrator's absence.

Adopted: December 19, 1989
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

815 – Board Member Code of Ethics and Conflicts of Interest

As representatives of all of the citizens in their respective districts and regions, the Board of Control is responsible for serving the best interests of the communities and their students, and utilizing all available resources toward that end. The oath of office requires that Board members uphold the laws and Constitutions of the United States and State of Wisconsin.

Board of Control members are expected to attend all regularly scheduled meetings and be prepared to act on issues before the Board, encourage the free expression of opinions by all Board members, work with other Board members to establish effective Board policies, support the employment of personnel best qualified to perform the work of CESA 2, and maintain confidentiality of privileged communication. Board of Control members are also expected to remember that they are serving as local public officials subject to certain state and federal laws.

Board of Control members recognize that conflicts of interest are to be avoided if the public's confidence in the Board of Control, and the CESA 2's operations as a whole, is to be maintained. The intent of this policy is to preclude the possibility that a Board of Control member may be placed in a situation where his or her personal interests may affect his or her judgment on matters relating to CESA 2 operations, and to remind Board of Control members of their duty to comply with statutory provisions, including Wis. Stat. §19.42 *et seq.*, and 946.10 *et seq.*, which define school board members' legal and ethical obligations.

The following applies to Board of Control members:

1. Board of Control members shall not use their office to obtain financial gain or anything of substantial value for their private benefit, or for the benefit of their immediate family, or for any organization with which they are associated.
2. No Board of Control member may be employed by CESA 2 in any capacity.
3. No Board of Control member may take any official action substantially affecting a matter in which the official, a member of his or her immediate family, or an organization with which the Board of Control member is associated has a substantial financial interest.
4. No Board of Control member will use his or her office in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the Board member, members of his or her immediate family, either separately or together, or an organization with which the Board of Control member is associated.
5. No Board of Control member will participate in the making of a contract with CESA 2, in either his or her private or official capacity, in which the Board of Control member has a pecuniary interest, either direct or indirect.
6. If a Board of Control member has a pecuniary interest, either direct or indirect, in a matter before the Board of Control, or the matter substantially affects the financial

interest of a Board of Control member, or a member of his or her immediate family, or an organization with which the Board of Control member is associated, the Board of Control member will abstain from discussion, consideration, action, or voting on the matter regardless of the monetary amount involved.

7. No Board of Control member will solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the Board of Control member's vote, official actions, or judgement, or could reasonably be considered as a reward for any official action or inaction on the part of the Board of Control member.
8. No Board of Control member may, directly or by means of an agent, give, or offer or promise to give, or withhold, or offer or promise to withhold, his or her vote or influence, or promise to take or refrain from taking, official action with respect to any proposed or pending matter in consideration of, or upon condition that, any other person make, or refrain from making, a political contribution, or provide or refrain from providing any service or other thing of value, to or for the benefit of any Board of Control member.
9. No Board of Control member will use confidential CESA 2 information concerning the affairs of the CESA 2 for personal gain for himself or herself or others.
10. Board of Control members shall comply with all additional restrictions established by law.

A conflict of interest is defined as a conflict between the private interests of a Board of Control member and the official responsibilities of his or her elected position. Immediate family means an individual's spouse and any relative by marriage, lineal descent or adoption, who receives, directly or indirectly, more than one-half (1/2) of his or her support from the Board of Control member, or from whom the Board of Control member receives, directly or indirectly, more than one-half (1/2) of his or her support. An associated organization includes any organization in which a Board of Control member, or a member of his or her immediate family, is a director, officer or trustee, or owns or controls, directly or indirectly, and severally or in the aggregate, at least 10 percent (10%) of the outstanding equity, or of which the Board of Control member, or a member of his or her immediate family, is an authorized representative or agent.

Board of Control members who violate the code of ethics and conflict of interest policy may be subject to sanctions including public reprimand, censure, or request for resignation from the Board, in addition to other penalties provided by law.

Adopted: January 13, 2015

816 – Board Vacancy

If a majority of the Board is still seated, the vacancy shall be filled by the Board using the following procedure:

When a member of the Board of Control retires or resigns or a new member is not elected to the cluster at the annual Delegate Convention, his/her position on the Board will be filled by an appointment of another school board member from the school board of the retiree/resignee. The new member will complete the term of office which is assigned to that particular school district.

If there is not a school Board member who is willing to serve from the school board for which there is a vacancy, the agency administrator will contact the other superintendents and the school board presidents of the school districts within the cluster to see if there is a school Board member willing to complete the term of office. If there is a willing school Board member, that new member will complete the term of office which is vacant.

If there is not an interested school board member from the school board for which there is a vacancy, nor is there an interested school board member from within that cluster, the agency administrator will contact the other superintendents and the school board presidents of the school districts, from a school board not already represented on the Board, within CESA 2 to see if there is a school board member willing to complete the term of office. If there is a willing school board member, that new member will fill the vacancy until the next Delegate Convention.

All applicants are to submit a notice of their interest, in writing, to the Board Secretary. If there is more than one interested candidate, the Board may interview candidates to ascertain their qualifications.

The candidate that receives the most votes will be appointed by the Board to fill a vacancy. All votes shall be recorded and preserved. In the event of a tie, the winner will be selected by lottery.

If there are no school board members able to fill the vacancy, the seat will remain unfilled until the next Delegate Convention.

Adopted: November 14, 2017



Administration

900 – Agency Executive Officer

The CESA 2 Board of Control shall appoint and contract with an Agency Administrator for a term of not more than two years, with qualifications as established by applicable law.

The Agency Administrator shall implement the policies of the CESA 2 Board of Control.

Adopted: January 16, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

901 – Agency Administrator Responsibilities

The overall goal of the Agency Administrator is to plan, organize, coordinate and direct the activities and services of CESA 2. The Agency Administrator is responsible for coordinating and administering the services; securing the participation of school districts and other agencies; and implementing the policies of the CESA 2 Board of Control.

The responsibilities of the Agency Administrator shall be defined in three major categories: General Administration, Fiscal Administration, and Personnel Administration.

General Administration

1. Act as an advisor and non-voting secretary to the CESA 2 Board of Control.
2. Plan agendas for meetings of the CESA 2 Board of Control, Professional Advisory Council, representative advisory committees and CESA 2 Leadership Team meetings.
3. Prepare, implement, review and evaluate Agency policies as adopted by the CESA 2 Board of Control.
4. Serve as the chief administrative officer and official agent of the CESA 2 Board of Control.
5. Meet with the CESA 2 Board of Control at its regular meeting and at such special meetings as may be called by the CESA 2 Board of Control.
6. Prepare and/or approve news releases for the Agency.
7. Promote participation of school districts in CESA 2 services by maintaining close communications with school administrators and school districts.
8. Attend state and national meetings as necessary to keep informed of educational matters, and shall share such information with CESA 2 staff and Board of Control. Necessary expenses including travel, meals, lodging and other incidentals shall be reimbursed by the Agency.
9. Carry out those activities, which will provide for a business and professional operation of the Agency in keeping with the purpose of Wis. Stat. Ch. 116.
10. Serve as a liaison between the school districts of CESA 2 and between the Agency schools and the Department of Public Instruction.

Fiscal Administration

The Agency Administrator may delegate and/or maintain the following duties; however, the final responsibility remains with the Agency Administrator.

1. Plan and monitor all Agency fiscal operations.
2. Maintain records such that state and federal aids may be legally claimed, received and properly accounted.
3. Prepare and submit to the CESA 2 Board of Control an annual budget for the administration of the Agency and for all programs and services.
4. Present a monthly summary of receipts and expenditures, and a monthly trial balance for the CESA 2 Board of Control.
5. Maintain records necessary for determining pro rata share of each school district for services rendered and aid distribution.

Personnel Administration

1. Supervise the work of CESA 2 directors and, indirectly, all CESA 2 staff.
2. Evaluate the performance of CESA 2 directors annually and establish evaluation procedures and guidelines for the evaluation of CESA 2 staff.
3. Provide in-service training opportunities for CESA 2 staff and members of the CESA 2 Board of Control.
4. Advise the CESA 2 Board of Control in all matters of collective bargaining with Agency employees represented by certified exclusive bargaining units.
5. Responsible for administering collective bargaining agreements negotiated between the CESA 2 Board of Control and employee certified exclusive bargaining units.
6. Negotiate and administer salary plan(s) for CESA 2 employees who are not in certified exclusive bargaining units.
7. Recommend to the CESA 2 Board of Control the employment, dismissal, renewal/non-renewal and layoff(s) of professional (those employees covered by 118.21 and 118.24) of the Agency.



8. Responsible for the employment and/or dismissal of all support staff (non-professional staff) of the Agency.
9. Responsible for the discipline of all employees of the agency, subject to applicable law.

Other

1. The Agency Administrator shall carry out such other responsibilities as directed by the CESA 2 Board of Control.

Adopted: January 16, 1990

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

Revised: April 15, 2014

902 – Evaluation of Agency Administrator

The procedure for evaluating the Agency Administrator shall be established by the CESA 2 Board of Control. The evaluation may be waived by a two-thirds vote of the entire membership of the Board of Control, however, if circumstances so warrant.

Adopted: January 16, 1990

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013



903 – Administrative Organization

The Agency Administrator shall be given the authority and responsibility to establish an organizational pattern within the Agency to create the most efficient, economical, and effective service delivery system to users of Agency services.

Adopted: January 16, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

904 – Staff Accountability

All Program Directors and Consultants shall be accountable to the CESA 2 Agency Administrator or their immediate supervisor.

All office employees shall be responsible to their identified supervisor.

Staff members hired by the CESA 2 Board of Control as Directors or Consultants of federally funded and state funded projects shall be governed by all CESA 2 administrative policies. Such personnel shall be responsible to the Agency Administrator.

Adopted: January 16, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013
Revised: April 15, 2014



905 – Administrative Advisory Committees

The Agency Administrator may establish an Administrative Steering Committee or informally seek input from school district administrators, as the Agency Administrator deems appropriate.

Adopted: January 16, 1990

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

906 – Policy Implementation

The policies developed by the CESA 2 Board of Control and the administrative regulations developed to implement policy are designed to increase the effectiveness and efficiency of the CESA 2 operation. The expectation is that all employees will comply with the policies. In an attempt to ensure equitable and just treatment of all, suggestions for changes in, revisions of, or additions to existing policies and regulations are welcomed from employees.

Each staff member is responsible for reviewing and complying with Board policies applicable to the employee. Any question about an agency policy should be raised with the employee's supervisor. Disregard for or violation of Agency policy or policies or administrative regulations, whether intentional or due to claimed ignorance, may lead to dismissal or other discipline.

Adopted: January 16, 1990

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

Revised: April 15, 2014

907 – Administrative Regulations

The CESA 2 Board of Control shall delegate to the Agency Administrator the function of specifying required actions and designing the detailed arrangements under which the Agency will operate. These detailed arrangements shall constitute the administrative regulations governing the Agency and must in every respect, be consistent with the policies of the CESA 2 Board of Control.

The CESA 2 Board of Control reserves the right to review and veto administrative regulations should they, in the Board's judgment, be inconsistent with the policies adopted by the Board.

Adopted: January 16, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

908 – Temporary Administrative Arrangement

The CESA 2 Board of Control shall designate a person to assume the Agency Administrator's duties during any time that person is absent due to extended vacation, illness, disability, family and medical leave, resignation, or retirement. The CESA 2 Board of Control may request that the Agency Administrator recommend an individual to the Board to assume these duties. It is understood that this assumption of duties is of a temporary nature only and that the CESA 2 Board of Control will meet in regular or, if necessary, special session to terminate the Agency Administrator and appoint a replacement Agency Administrator should the absence become lengthy or permanent.

Adopted: January 16, 1990

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

Fiscal Management

1000 – Fiscal Management Goals

The goal of fiscal management is to maintain fiscal records and procedures of the Agency that provide protection for the resources of the Agency, as well as records and procedures which generate economy, effectiveness and efficiency of the operation.

The Agency will operate under State Department of Public Instruction ordered Generally Accepted Accounting Principles (GAAP).

Priority Objectives:

1. Record keeping, which protects the Agency and its clients from misuses and/or abuse of its resources.
2. Fiscal management that establishes economy in purchase and operations of the Agency and its programs.
3. Fiscal management that provides readily-accessible information for purposes of decision-making.
4. Fiscal record keeping that provides the Agency's constituents and the general public with accountability for its operation in an easily understandable format.
5. Detailed budgeting of all CESA 2 sponsored activities to ensure that each program is satisfactorily funded and that costs are substantiated and equitable.

Adopted: February 20, 1990

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

1001 – Annual Operating Budget

The Executive Director of Financial Services shall be responsible for informing the Agency Administrator and the CESA 2 Board of Control of all fiscal matters and shall use professional judgment in maintaining sound fiscal policy in the operation of all CESA 2 activities.

The budgeting system will be based on project objectives defined by program Directors/Consultants/Consultant Teams with input from districts through advisory councils, as appropriate.

The Agency fiscal year shall be July 1 through June 30.

Budget deadlines and schedules will be set by Executive Director of Financial Services as appropriate for the best working relationship to meet school district needs whenever possible.

Budget planning will be a cooperative effort of program directors, consultants, the Strategic Leadership Team, advisory councils when appropriate, and the Executive Director of Financial Services. Financial data sources and tools will be identified to measure progress toward goals.

Budget priorities will be a continuous process finally determined by the Strategic Leadership Team, the Agency Administrator and CESA 2 Board of Control in conjunction with the districts the Agency serves.

Budgets will be developed at the project, program, team or location level. The Executive Director of Financial Services will be responsible for monitoring and updating budgets as necessary.

The Executive Director of Financial Services shall be authorized to make intra-fund and inter-fund transfers during the fiscal year for the smooth operation of Agency programs.

Adopted: February 20, 1990

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

Reviewed/Revised: March 20, 2018



1002 – Short and Long Term Borrowing

Short Term Borrowing

CESA 2 does not have any taxing authority and upon specific permission from the CESA 2 Board of Control, a given amount may be borrowed for short term purposes to meet current operating expenses. At no time shall the amount borrowed exceed 10% of the prior year's receipts for expenses incurred during the contracted year.

Long Term Borrowing

CESA 2 shall follow State Statutes on long term borrowing.

Adopted: February 20, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

1003 – Grant Proposals

Guidelines:

Grant applications must be approved by the CESA 2 Board of Control.

Grant proposals shall be consistent with Policy 701 – Philosophy of CESA 2.

The CESA 2 Board of Control encourages CESA 2 staff to apply for grants within the additional guidelines:

1. Grants shall be designed to provide continued long term benefits.
2. Grants which eventually may require local district financing must initially have local district commitment.
3. Grants shall be applied for when the Agency/program is able to commit to and fulfill the purpose of each grant.

Adopted: February 20, 1990

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

1004 – Revenues from Investments

The CESA 2 Board of Control considers an investment program to be a critical ingredient of sound fiscal management. Therefore, the CESA 2 Board of Control authorizes an investment program for the purpose of securing revenues in support of the Agency's educational programs.

The investment program shall be administered in a way that will ensure:

1. A continuous process of temporary investing of all moneys available for investment purposes.
2. The use of an open competition system of bids and/or quotes to obtain the maximum yield on all investments from financial institutions.
3. That all Agency investments will be made in compliance with the law. Permitted investments include:
 - a. Certificates of deposit with maturities of three years or less in financial institutions which are financially secure and whose deposits are insured by the FDIC or its equivalent and are authorized to do business in Wisconsin.
 - b. Bonds and other securities guaranteed as to principal and interest by the federal government or by a commission board or other instrumentality of the federal government.
 - c. Repurchase agreements with banks and other financial institutions authorized to do business in Wisconsin if the agreement is secured by an independent third party by bonds or securities issued or guaranteed as to principal and interest by the federal government. If the market value of the bonds or securities falls below the repurchase price, additional collateral must be provided.
 - d. Other securities (ie: commercial paper) which mature or may be tendered for purchase not more than one year of the date of acquisition, provided the security has a rating assigned by Standard & Poor's Corporation A1 rated, or Moody's Investors Service P1 rated.

The CESA 2 Board of Control authorizes the Executive Director of Financial Services to direct all activities associated with the investment program in such manner as to accomplish the objectives of this policy.



Adopted: April 18, 2000

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

1004 – Revenues from Investments - Administrative Rule

The Executive Director of Financial Services shall be authorized to execute, in the CESA 2 Board of Control's name, any or all documents relating to the investment program in a timely manner and to confer with reputable consultants regarding investment decisions when deemed necessary.

Investments must first be approved by the CESA 2 Board of Control using the following method:

1. Executive Director of Financial Services will collect appropriate data relating to an investment.
2. Data will be presented to the Audit Committee for discussion, understanding, and recommendation.
3. The Treasurer of the CESA 2 Board of Control will present the Audit Committee's recommendation about the investment to the Board.
4. The CESA 2 Board of Control will approve or disapprove the Audit Committee's recommendation.

Adopted: April 18, 2000

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013



1005 – Bonded Employees and Officers

Appropriate fidelity bond coverage will be secured for all personnel responsible for CESA 2 funds. Coverage will be provided for the Agency Administrator, Executive Director of Financial Services and any other employees or board members deemed necessary by the CESA 2 Board of Control.

The bond for the Agency Administrator shall be filed within 15 days of the Agency Administrator beginning contractual duties which shall be executed by two qualified sureties approved by the CESA 2 Board of Control. The amount of the bond shall be determined by the Board of Control but shall at least be equal to 5% of the current administrative budget of CESA 2.

The requirements for bonds of other CESA 2 employees or board members shall be established by the Board of Control.

Wis. State Statutes 116.03 (9)

Adopted: February 20, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

1006 – Fiscal Accounting and Reporting

The CESA 2 Executive Director of Financial Services will establish and maintain a financial accounting system in accordance with applicable state and federal laws, state department regulations, Board policies, and generally accepted accounting principles. This financial accounting system will accurately reflect the financial condition of CESA 2 and will provide appropriate reports to the CESA 2 Board of Control and school districts.

Adopted: February 20, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

1007 – Accounting System

The CESA 2 accounting system shall:

- A. Maintain double entry ledger and journal records using WUFAR (Wisconsin Uniform Financial Accounting Requirements) for CESA chart of accounts.
- B. Reconcile bank account statements monthly.
- C. Reconcile bank account to the ledgers monthly.
- D. Reconcile funds when entered.
- E. Back up electronic data in a safe and secure manner on a regular basis.

FINANCIAL REPORTS AND STATEMENTS

The Executive Director of Financial Services shall:

- A. Provide the Agency Administrator and the CESA 2 Board of Control with regular reports of the financial condition of the Agency. This report shall include:
 - 1. A detailed monthly report of all receipts and expenditures by receipt number and check number.
 - 2. A financial summary showing the balance on hand as of the first day of the previous month, totals of receipts and expenditures for the previous month.
 - 3. The balance on hand for all accounts as of the first day of the current month as reconciled with the bank statement.
 - 4. All outstanding short term debts and investments as of the first day of the current month.

Adopted: February 20, 1990

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

1008 – Fixed Asset Inventories

An annual fixed asset inventory of all furniture and equipment valued at more than \$5,000.00 and all equipment purchased using federal grant money shall be maintained under the supervision of the Executive Director of Financial Services for insurance purposes and property control. The fixed asset inventory spreadsheet shall reflect depreciation cost as well as any lost or stolen items.

The amount of detail in the inventory shall reflect applicable law and take into consideration the recommendations of the Agency's insurance carriers.

Each department, program director, and CESA 2 employee will be responsible to assist in compiling the annual inventory.

45 C.F.R. § 75.320

Adopted: February 20, 1990

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

Reviewed/Revised: February 18, 2014

1009 – Purchasing

The function of purchasing is to serve the educational programs by providing the necessary supplies, equipment, and services. The CESA 2 Board of Control declares its intention to strive for maximum educational value for every dollar expended. A contract or purchase order shall be used to carry out purchasing activities.

The CESA 2 Board of Control assigns the Executive Director of Financial Services the responsibility for the quality and quantity of purchases made. The prime guidelines governing this responsibility are that all purchases fall within the framework of budgetary limitations and that they be consistent with the approved educational goals and program grants of the Agency. Said purchases shall also be consistent with the individual program goals of the district participants in the program.

Adopted: February 20, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013
Reviewed/Revised: March 20, 2018

1009 – Purchasing – Administrative Rule

Overview

POLICIES THAT APPLY TO ALL PURCHASES MADE BY CESA 2.

CESA 2 requires the practice of ethical, responsible, and reasonable procedures related to purchasing, agreements and contracts, and related forms of commitment. The policies in this section describe the principles and procedures that all staff shall adhere to in the completion of their designated responsibilities.

The goal of these procurement policies is to ensure that materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal statutes, state statutes and grant requirements.

The Agency Administrator is authorized to enter into any purchasing contract on behalf of CESA 2. Contracts of \$3,500.00 or less must be reviewed and approved by the program Director or Coordinator and Executive of Financial Services but do not require approval from the Agency Administrator. These policies shall also apply to renewals of existing contracts.

Responsibility for Purchasing

All directors/coordinators or their designees shall have the authority to initiate purchases on behalf of their program, within the guidelines described here. Program directors and/or coordinators shall inform the Financial Services office of all individuals that may initiate purchases or prepare purchase orders. The Financial Services office shall maintain a current list of all authorized purchasers.

The Financial Services office shall be responsible for processing purchase orders. The Agency Administrator has approval authority over all purchases and contractual commitments, and shall make the final determination on any proposed purchases where budgetary or other conditions may result in denial.

Use of Purchase Orders

CESA 2 utilizes a purchase order system. A properly completed purchase order shall be required for each purchase decision (i.e., total amount of goods and services purchased, not unit cost) in excess of \$500.00, with the exception of travel expenses and expense reimbursements, which require the preparation of separate forms. A properly completed purchase order shall contain the following information, at a minimum:

1. Specification or statement of services required

2. Contractor name, address, point of contact and phone number
3. Source of funding (if applicable)
4. Delivery or performance schedules
5. Delivery, packing, and transportation requirements
6. Special conditions (if applicable)
7. Catalog number, page number, etc. (if applicable)
8. Net price per unit, less discount, if any
9. Total amount of order
10. Authorized signature
11. Date purchase order was prepared

Purchase orders shall be pre-numbered and issued upon request from an authorized purchaser.

Blanket Purchase Orders

Blanket purchase orders can be created for purchases to be made throughout the year from the same contractor when the total amount to be purchased can be reasonably estimated. The blanket purchase order number will be used each time an order is placed and needs to appear on each invoice. Blanket purchase orders are subject to the same authorization limits and solicitations as regular purchase orders.

1. Blanket purchase order can be used when:
 - Purchasing repetitive, specified services or items, or categories of items from the same contractor; which are purchased and paid in a predictable manner during a certain time period, usually one (1) year.
 - Ordering standard materials or maintenance supplies which require numerous shipments.
 - Enabling the buyer to obtain more favorable pricing through volume commitments.
2. Blanket purchase orders generally cannot be used when:
 - No benefit will be derived over and above use of a regular purchase order.
 - They create an open line of credit with a contractor.

- Prices are unknown at ordering time, or subject to change later without notice.
 - Quality of the contractor and/or goods or services are questionable.
 - Control over CESA 2's expenditures would be weakened significantly.
3. A uniform blanket purchase order format should be used and shall include the following information:
- The period to be covered by the blanket agreement (not exceed to one year)
 - A cancellation clause
 - The previous blanket purchase order number if this is a replacement blanket purchase order
 - Items and/or categories of items to be covered by the blanket purchase order
 - Maximum quantities, if any
 - Prices and pricing arrangements
 - Terms and billing arrangements
 - Personnel authorized to issues order releases
4. Pricing; Price, F.O.B. terms, commodities, and quantity should be established before the blanket purchase order is issued.

It shall be the responsibility of the program placing the order to monitor the prices and terms of its blanket purchase orders.

Right to Audit Clause

CESA 2 requires a "Right to Audit" clause in all contracts between CESA 2 and contractors that either:

1. Take any form of temporary possession of assets directed for CESA 2, or
2. Process data that will be used in any financial function of CESA 2.

This Right to Audit clause shall permit access to, and review of, all documentation and processes relating to the contractor's operations that apply to CESA 2, as well as all documents maintained or processed on behalf of CESA 2, for a period of three years. The clause shall state that such audit procedures may be performed by CESA 2 employees or any outside auditor or contractor designated by CESA 2.

Verification of New Contractor

The Accounts Payable Clerk will perform additional procedures to validate the legitimacy of new contractors that shall be paid one-time or cumulative payments in excess of \$25,000.00. For such contractors, the Accounts Payable Clerk shall perform a limited public records search and shall contact the contractor to validate its existence.

Contractor Files and Required Documentation

The Financial Services office shall create a contractor file for each new contractor or re-activated contractor from whom CESA 2 purchases goods or services.

The Financial Services office shall send blank Form W-9 to all new contractors and request that the contractor complete and sign the W-9 (or provide equivalent, substitute information) and return it in the postage-paid envelope provided (or via email). Completed, signed Forms W-9 or substitute documentation shall be filed in each contractor's file. Contractors who do not comply with this request shall be issued a Form 1099 at the end of each calendar year.

Contractor files shall have the following information:

1. Completed and signed Form W-9. Contractors being reactivated are required to complete a new Form W-9 to verify current name, address, and tax ID number.
2. Contractors with a post office (PO) box shall provide a physical location address for the master file. The PO Box number may be used for postal purposes. The contractor name and physical address will be verified by performing an online search.

The following procedures will be performed prior to creating or re-activating all contractor files to help ensure that each contractor only has one master file:

1. Search for existence of the tax ID number in the master file
2. Search for name variations and name standardization (entity resolution) (e.g. Doe, John; J Doe; John Doe)
3. Search for matching or similar addresses
4. Perform an online search of the contractor and the physical address to determine validity
5. Search for matches against the employee master file

Contractor Master File Maintenance

CESA 2 will monitor the contractor master file on a regular basis, with a full review of the master listing completed every year prior to year-end.

The Financial Services office will review the master file for:

1. Duplicate contractors. Contractors with the same or similar tax ID number, name, address, email, contact, and other information. Duplicate contractors will be merged.
2. Contractors with a post office (PO) box address. Contractors with only a PO Box will be required to provide a physical location address for the master file.
3. Contractors without activity in the past year. Such contractors will be inactivated and must go through the contractor creation process before being re-activated.

Procurement Grievance Procedures

Any bidder may file a grievance with CESA 2 following a competitive bidding process, if such a process has been adopted by CESA 2 for a procurement. Once a selection is made, bidders shall be notified in writing of the results. The written communication mailed to bidders shall also inform them that they may have a right to appeal the decision. Information on CESA 2's appeal procedures shall be made available to all prospective contractors or subgrantees upon request, including the name and address of a contact person, and a deadline for filing the grievance.

Grievances are limited to violations of federal laws or regulations, or failure of CESA 2 to follow its own procurement policies.

Receipt and Acceptance of Goods

The receiver or designated individual shall inspect all goods received. Upon receipt of any item from a contractor, the following actions shall immediately be taken:

1. Review bill for lading for correct delivery point.
2. Verify the quantity of boxes/containers with the bill of lading.
3. Examine boxes/containers of exterior damage and note on the bill of lading any discrepancies (missing or damaged boxes/containers, etc.).
4. Sign and date the bill of lading.
5. Remove the packing slip from each box/container.
6. Compare the description and quantity of goods per the purchase order to the packing slip.
7. Examine goods for physical damage.
8. Count or weigh items, if appropriate, and record the counts on the purchase order.

This inspection must be performed in a timely manner to facilitate prompt return of goods and/or communication with contractors.

POLICIES THAT APPLY TO PURCHASES MADE BY CESA 2 USING FEDERAL GRANTS FOR THE HEAD START PROGRAM

CESA 2 shall comply with all applicable federal laws pertaining to the Agency's Head Start program. The below purchasing procedures are designed to comply with those laws. Anyone with question regarding purchases for the Head Start should contact the Executive Director of Financial Services. The Executive Director of Financial Services is responsible for compliance with all applicable laws regarding the federal finance assistance provided to the Agency for the Agency's Head Start program, including, but not limited to, the prompt and appropriate use of federal funds, appropriate tracking the use of federal funds, and following appropriate audit procedures.

Code of Conduct in Purchasing

(2 CFR § 200.318 (c)(1), 45 CFR §75.327)

See Policy – 3210 Staff Ethical Standards

Competition

(2 CFR § 200.319, 45 CFR §75.328)

All procurement transactions will be conducted in a manner providing full and open competition consistent with the requirements of 45 C.F.R § 75328.

In order to promote open and full competition, purchasers will:

- Be alert to any internal potential conflicts of interest.
- Be alert to any noncompetitive practices among contractors that may restrict, eliminate, or restrain trade.
- Not permit contractors who develop specifications, requirements, or proposals to bid on such procurements.
- Not place unreasonable requirements on firms in order to qualify them to do business with the Agency.
- Not require unnecessary experience or excessive bonding.
- Not take any arbitrary action in the procurement process.
- Award contracts to bidders whose product or service is most advantageous in terms of price, quality, and other factors.
- Issue solicitations that clearly set forth all requirements to be evaluated. “Name brand or equivalent” description may be used as a means to define the performance or requirements. *(2 C.F.R § 200.319(c)(1), 45 CFR §75.328)*
- Reserve the right to reject any and all bids when it is in CESA 2’s best interest.
- Not give preference to state or local geographical areas unless such preference is mandated by federal statute. *(2 C.F.R. § 200.319(b), 45 CFR §75.328)*

Nondiscrimination Policy

All contractors who are the recipients of CESA 2 funds or who propose to perform any work or furnish any goods under agreements with CESA 2 shall agree to the following principles:

During the performance of this contract, the contractor agrees as follows:

1. Contractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not limited to the following:

- Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 4. The contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United State.

Procurement Procedures

The following are CESA 2's procurement procedures:

1. CESA 2 shall avoid purchasing items that are not necessary or duplicative for the performance of the activities required by a federal award. (*2 CFR § 200.318(d), 45 CFR §75.327*)
2. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical and practical procurement. (*2 CFR § 200.318(d), 45 CFR §75.327*). This analysis should only be made when both lease and purchase alternatives are available to the program.
3. Purchasers are encouraged to enter into state and local inter-governmental or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. (*2 CFR § 200.318(e), 45 CFR §75.327*)

4. Purchasers are encouraged to use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. Purchasers will use the tools available through the government, such as GSA Auctions, to research possible purchases of excess and surplus property. *(2 CFR § 200.318(f), 45 CFR §75.327)*
5. Documentation of the cost and price analysis associated with each procurement decision in excess of the simplified acquisition threshold (\$150,000.00) shall be retained in the procurement files pertaining to each federal award. Profit shall be negotiated as a separate element of the price for each contract where cost analysis is performed. *(2 CFR § 200.323, 45 CFR §75.332)*
6. All pre-qualified lists of persons, firms or products which are used in acquiring goods and services must be current and include enough qualified sources to ensure maximum open and full competition. *(2 CFR § 200.319(d), 45 CFR §75.328)*
7. CESA 2 will maintain records sufficient to detail the history of procurement, including: *(2 CFR § 200.318(i), 45 CFR §75.327)*
 - a. Rationale for the method of procurement;
 - b. Selection of contract type;
 - c. Contractor selection or rejection; and
 - d. The basis for the contract price.
8. CESA 2 shall make all procurement files available for inspection upon request by a federal or pass-through awarding agency.
9. CESA 2 shall not utilize the cost-plus-a-percentage-of-costs or percentage of construction cost methods of contracting. *(2 CFR § 200.323(d), 45 CFR §75.332)*
10. CESA 2 will only use a time and materials contract after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. CESA 2 will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

11. All costs under a contract shall be reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under circumstances prevailing at the time the decision was made to incur the cost. Additional considerations with respect to reasonableness can be found in 45 C.F.R. § 75.404.

12. When required and appropriate, CESA 2 shall satisfy the factors affecting allowability of costs when applicable pursuant to 45 C.F.R. § 75.403 and related regulations.

13. CESA 2 shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

All staff members with the authority to approve purchases must be familiar with, 2 CFR §§ 200.400 – 477, Cost Principles.

Authorizations and Purchasing Limits

All completed purchase orders must be signed by the preparer and approved by the director or coordinator of the program. The following table lists the generally required approval levels and solicitation processes. Where federal regulations place more specific requirements on purchases, such additional procedures shall be followed:

Amount of Purchase	Required Approvals	Required Solicitation	Required Documentation
≤ \$3,500.00 (micro-purchase limit (≤ \$2,000.00 for purchases subject to Davis-Bacon)	Director or Coordinator of the Program	<ul style="list-style-type: none"> ● Price must be considered reasonable based on similar purchases in the past ● Purchase can be made from a contractor successfully used in the past ● If a contractor used in the past cannot be 	<ul style="list-style-type: none"> ● Receipt approved by Director or Coordinator of the program ● Evidence of price comparison, if not using past contractor

		<p>used, at least 2 price quotes are required</p> <ul style="list-style-type: none"> As much as possible, micro-purchases should be rotated among qualified suppliers as long as the price is comparable 	
\$3,501.00 ≤ \$150,000.00	<ul style="list-style-type: none"> Director or Coordinator of the Program Executive Director of Financial Services Agency Administrator 	<p>More than one quote (catalogue, Internet, written)</p>	<ul style="list-style-type: none"> Documentation of price or quotations received How decision was made Procurement checklist
> \$150,000.00 – Sealed Bids	<ul style="list-style-type: none"> Director or Coordinator of the Program Executive Director of Financial Services Agency Administrator Board of Control 	<ul style="list-style-type: none"> Publicly solicited sealed bids must be solicited from an adequate number of known suppliers, and provide them sufficient response time prior to opening the bids. The invitation for bids will include any specifications and pertinent attachments and define the items or services Must have two or more bidders 	<ul style="list-style-type: none"> Documentation of bids received Decision made on price Procurement checklist

		<ul style="list-style-type: none"> • Contract is for a firm fixed price for either units or the lump sum • Bids must be opened publicly at the time and place prescribed in the invitation for bids <p>Contract award must be made in writing to the lowest responsive and responsible bidder.</p>	
> \$150,000.00 – Competitive Proposal	<ul style="list-style-type: none"> • Director or Coordinator of the Program • Executive Director of Financial Services • Agency Administrator • Board of Control 	<ul style="list-style-type: none"> • 3 written bids (Request for Bids or Request for Proposals) • Used for fixed price or cost-reimbursement type contract. • Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be considered to the maximum extent practical; 	<ul style="list-style-type: none"> • Copy of RFB or RFP • Proposal scoring grids including who participated in the scoring • Proposal and contract of winning bidder • Procurement checklist

		<ul style="list-style-type: none"> ● Proposals will be solicited from an adequate number of qualified sources ● The Agency will comply with its policy for conducting technical evaluations of the proposals and selecting recipients (see below). ● The contract will be awarded to the responsible firm whose proposal is most advantageous to the Agency, with price and other factors considered. 	
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Any equipment purchases for the Head Start program in excess of \$5,000.00, must first receive approval from the Regional Office.

Qualified Contractors

CESA will only award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and technical resources.

CESA 2 encourages programs to develop lists of approved contractors that can be used throughout the year. The process to identify an approved contractor is as follows:

1. Develop a list of similar, commonly-purchased items that can be acquired from a single contractor. Examples are office supplies and classroom supplies.

2. Get cost estimates for the list in total, not for each item. Include shipping costs, if necessary.
3. Obtain 2 or 3 quotes, depending on the level of expected spending for the year.
4. Compare the quotes.
5. The contractors with lowest prices, including shipping, will be approved for use during the year.
6. This process could result in multiple approved contractors if the prices are within 5% of each other.

This process should be repeated annually, with the approved list produced by January 1. Contractors may be added throughout the year, but all contractors will be reevaluated January 1.

Non Competitive Purchases (Sole Source)

Emergencies

Where equipment, materials, parts, and/or services are needed, quotations will not be necessary if the health, welfare, safety, etc., of staff and protection of CESA 2 property is involved. The reasons for such purchases will be documented in the procurement file. Profit shall be negotiated as a separate element of the price for each contract in which there is no price competition.

Single Distributor/Source:

Sole source purchases may be made when one or more of the following circumstances apply:

- The item or service is only available from a single source;
- The situation is an emergency and will not permit a delay resulting from competitive solicitation;
- The awarding agency expressly authorizes a noncompetitive proposal in response to a written request; or
- After solicitation, competition is deemed inadequate (insufficient bidders).

Approval from the awarding agency may be required for purchases.

Required Solicitation of Quotations from Proposers

Solicitations for goods and services (requests for proposals (RFPs)) should provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product, or service to be procured. Descriptions shall not contain features which unduly restrict competition. *(2 CFR § 200.319(c)(1), 45 CFR §75.328)*
2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals. (See EVALUATION OF ALTERNATIVE PROPOSERS below for required criteria.) *(2 CFR § 200.319(c)(2), 45 CFR §75.328)*
3. Technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards. *(2 CFR § 200.319(c)(1), 45 CFR §75.328)*
4. The specific features of "brand name or equal" descriptions that bidders are required to meet when appropriate. *(2 CFR § 200.319(c)(1), 45 CFR §75.328)*
5. A description of the format, if any, in which proposals must be submitted, including the name of the person to whom proposals should be sent.
6. The date by which proposals are due.
7. Required delivery or performance dates/schedules.
8. Clear indications of the quantity(ies) requested and unit(s) of measure.

Extension of Due Dates and Receipt of Late Proposals

Solicitations should provide for sufficient time to permit the preparation and submission of offers before the specified due date. However, an extension may be granted if a prospective offeror so requests.

Contractor proposals are considered late if received after the due date and time specified in the solicitation. Late proposals shall be so marked on the outside of the envelope and retained, unopened, in the procurement folder. Contractors that submit late proposals shall be sent a letter notifying them that their proposal was late and could not be considered for award.

Evaluation of Alternative Proposers

Proposers shall be evaluated on a weighted scale that considers some or all of the following criteria as appropriate for the purchase:

1. Adequacy of the proposed methodology
2. Skill and experience of key personnel
3. Demonstrated experience
4. Other technical specifications designated by the department requesting proposals
5. Compliance with administrative requirements of the request for proposal (format, due date, etc.)
6. Proposer's financial stability
7. Proposer's demonstrated commitment to the nonprofit sector
8. Results of communications with references supplied by proposer
9. Ability/commitment to meeting time deadlines
10. Cost
11. Minority, small business, women-owned business status of proposer, or labor surplus firm
12. Other criteria (to be specified by the department requesting proposal)

Not all of the preceding criteria may apply in each purchasing scenario. However, the program responsible for the purchase shall establish the relative importance of the appropriate criteria prior to requesting proposals and shall evaluate each proposal on the basis of the criteria and weighting that have been determined.

After a contractor has been selected and approved by the Program Director or Coordinator, the final selection shall be approved by others according to CESA 2's purchasing approval policies.

Affirmative Consideration of Minority, Small Business, Women-Owned Businesses, and Labor Surplus Area Firms

(2 CFR § 200.321, 45 CFR §75.330)

Positive efforts shall be made by CESA 2 to utilize small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms whenever possible. For the purposes of this policy, minority and women-owned businesses will be defined as those which have an ownership share of at least 51% by a minority or woman; a small business will be defined as one with less than 250 employees and less than \$10,000,000.00 in revenue. Therefore, the following steps shall be taken:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Availability of Procurement Records

(2 CFR § 200.324(b), 45 CFR §75.333)

CESA 2 shall, on request, make available for the federal awarding agency, pre-award review and procurement documents, such as requests for proposals, when required by law including when any of the following conditions apply:

- The process does not comply with the procurement standards in 2 CFR Part 200. *(2 CFR § 200.324(b)(1), 45 CFR §75.333)*
- The procurement is expected to exceed the federally-defined simplified acquisition threshold (\$150,000) and is to be awarded without competition or only one bid is received. *(2 CFR § 200.324(b)(2), 45 CFR §75.333)*
- The procurement exceeds the simplified acquisition threshold and specifies a "name brand" product. *(2 CFR § 200.324(b)(3), 45 CFR §75.333)*
- The proposed award exceeds the federally-defined simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed-bid procurement. *(2 CFR § 200.324(b)(4), 45 CFR §75.333)*
- A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the federally-defined simplified acquisition threshold. *(2 CFR § 200.324(b)(5), 45 CFR §75.333)*

When review is needed to ensure that the item or service specified is the one being proposed for acquisition, CESA 2 shall make available technical specifications on proposed procurements. *(45 CFR §75.333)*

The HHS awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. This right of access shall last as long as the records are retained. (45 C.F.R. § 75.364).

Provisions Included in All Contracts

(2 CFR Appendix II to Part 200, 45 CFR Appendix II to Part 75)

CESA 2 includes all of the following provisions, as applicable, in all contracts charged to federal awards (including small purchases) with contractors and subgrants to grantees:

1. **Contracts** for more than the simplified acquisition threshold currently set at \$150,000.00, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
3. **Equal Employment Opportunity:** All contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by CESA 2 and its subrecipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

5. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
6. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)**. Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include provisions concerning overtime pay and working conditions in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
7. **Rights to Inventions Made Under a Contract or Agreement:** If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the award agency.
8. **Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-13287). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. **Debarment and Suspension (E.O.s 12549 and 12689):** A contract award must not be made to the parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with E.O.’s 12549 and 12689, “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352.

Contract Administration

CESA 2 is required to have policies and procedures on contract oversight. (*2 CFR § 200.318(b), 45 CFR §75.327*) Therefore, all contract managers will adhere to the following procedures.

1. Contract administration files shall be maintained:
 - a. For each contract greater than \$10,000.00 a separate file shall be maintained.
 - b. For contracts less than \$10,000.00, contract records may be combined in a single file by grant or other funding source.
2. Contract administration files shall contain:
 - a. The required documentation specified in the authorizations and purchasing limits table for the original scope of work and for all amendments.
 - b. The identification and scope of the work contained in the award or budget, and all approved changes, where the contract work is identified in the grant award or budget.
3. Authorization of work:
 - a. No work shall be authorized until the contract for the work has been approved and fully executed.
 - b. No change in the work shall be authorized until an amendment to the contract for the work has been approved and fully executed.
 - c. No amendment of a contract for work shall be executed until it has been approved and authorized as required in the Authorizations and Purchasing Limits table and,

where required by the terms of the grant award or budget, approved by the funding source.

4. Conformance of work:
 - a. For each grant award, based on applicable laws, regulations and grant provisions, the Program Director or Coordinator shall establish and maintain a system to reasonably assure that the contractor:
 - i. Is in conformance with the terms, conditions, and specifications of the contract, and
 - ii. Provides timely follow-up of all purchases to assure such conformance and adequate documentation.
5. The Program Director or Coordinator will authorize payment of invoices to contracts after final approval of work products.
6. Pursuant to 45 C.F.R. § 75.329, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the HHS awarding agency. The only exceptions are the following:
 - a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - b. When the Agency is notified in writing by the HHS awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - c. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
 - d. When records are transferred to or maintained by the HHS awarding agency or pass-through entity, the 3-year retention requirements is not applicable to the non-Federal entity.

- e. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- f. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computation of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefits rates).
 - i. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - ii. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

1012 – Sale or Disposal of Agency Equipment and Materials

Occasionally it is necessary for the Agency to sell or dispose of surplus or obsolete equipment and materials. Prior to any sale or disposal, the Director of Financial Services, or his/her designee, will determine if items have trade-in value toward replacement items, or if items can be used in other programs within the Agency.

Surplus or obsolete items of estimated value less than \$5,000.00 will be sold or disposed of by the Director of Financial Services, or his/her designee, in a manner deemed appropriate.

Surplus or obsolete items of estimated value greater than \$5,000.00 will be brought to the attention of the Agency Administrator and the CESA 2 Board of Control, and where appropriate the corresponding Regional Office, for prior written approval for the sale or disposal of said items.

All funds received from the sale of Agency equipment and materials shall be deposited in the appropriate fund revenue account.

Equipment and supplies purchased with the federal funds through the head start program shall be disposed of consistent with federal law.

45 C.F.R. § 75.320

45 C.F.R. § 75.321

Adopted: March 20, 1990

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

Reviewed/Revised: February 18, 2014

Reviewed/Revised: March 20, 2018

1013 – Unemployment Compensation Benefits

Unemployment compensation benefits paid by the Agency or by a host district under a package contract with the Agency shall be paid by the users of the services that were provided by the former employee now receiving unemployment compensation benefits on the same formula basis as was used to divide the program costs during the time the program was operated.

When programs are merged, *any* resulting unemployment compensation costs shall be shared by all districts involved in the programs prior to the merger.

Adopted: February 20, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013



1014 – Loans

The CESA 2 Board of Control prohibits providing loans or advancing of money of any type from Agency funds.

Adopted: February 20, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013



1015 – Accommodating Purchases

Accommodating purchases are defined as any purchase of supplies, equipment, or services made by an individual for the personal use of an individual in the name of CESA 2. Accommodating purchases might be made in order to take advantage of school pricing or to avoid payment of sales tax.

The CESA 2 Board of Control prohibits accommodating purchases for any reason.

Adopted: February 20, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

Facilities

2000 – Safe Workplace Environment

A periodic inspection of facilities owned or leased by CESA 2 will be made by the Agency Administrator to identify conditions that may adversely affect the health and safety of the Agency's employees and the general public. Employees will report to the Agency Administrator any conditions which may jeopardize their health and safety or impair their ability to perform their tasks. The Agency Administrator shall order corrective action taken on any item which endangers the health, safety and working conditions of employees or the general public. If the condition persists, employees can submit a grievance pursuant to the CESA 2 grievance procedure, policy 3419.

Adopted: March 20, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

2001 – Injury Reporting

All injuries to CESA 2 personnel while performing their job functions are to be reported to the Director of Financial Services immediately.

Should an injury occur while providing services within a CESA 2 school district, employees shall report such injury immediately to the person in charge of the building where the injury occurred. The injury should also be reported to the CESA 2 office no later than the following business day.

Whenever possible, all appropriate reporting forms must be completed within 24 hours by employees who are injured while performing their job functions.

Adopted: March 20, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013



2002 – Agency Security

Security of the Agency’s facilities and assets is the responsibility of all CESA 2 employees.

Adopted: March 20, 1990
Reviewed/Revised: January 2006
Reviewed/Revised: March 19, 2013

2003 – Facility Use

The buildings leased by the Agency constitute one of the greatest investments of the Agency and its member school districts. It is deemed in the best interest of the Agency to protect this investment adequately.

The first use of all facilities shall be for the operations of the Agency. Other CESA 2 partners, both profit and non-profit entities, may request to rent the facilities.

The Agency Administrator or his/her designee will approve or disapprove all such requests and the fee for all approved requests will be based on, but not limited to, the following factors: Date, time, number of participants, lock-up/security, set-up required, special equipment, staff.

CESA 2 facilities may not be used for activities that would be detrimental to the safety, health or well-being of the participants as determined by the Agency Administrator or for activities that are in conflict with city ordinances or state and federal laws.

Persons using CESA 2 facilities shall agree to indemnify CESA 2 for any and all damage by any person or persons attending the activity and indemnify the Agency against any and all liability and any damages to any person or persons.

Facility users shall also assume full responsibility for any unlawful act(s) committed in the use of such facilities.

Adopted: October 17, 2000

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013



2004 – Use of Private Vehicles for Agency Business

Employees will be reimbursed at the IRS rate for approved use of privately owned vehicles for Agency business.

Personnel attending a common meeting for Agency business shall be expected to car pool to the greatest extent reasonably appropriate.

Adopted: March 20, 1990
Reviewed/Revised: August 2008
Reviewed/Revised: March 19, 2013

2005 – Property Insurance

All property owned by the Agency shall be covered by insurance against all perils for which this property may be exposed to the greatest extent possible while using sound business practices to factor in the risk of such peril and the cost for such coverage.

Property values shall be reviewed annually and updated based on replacement costs.

It will be the responsibility of the Executive Director of Financial Services to monitor this program and to ensure adequate coverage under the circumstances. A portfolio of all policies shall be maintained for inspection at any time.

The Agency will provide adequate insurance coverage to protect the government's interest with respect to Head Start funds.

If the Agency uses federal Head Start funds to purchase or continue purchase on a facility or modular unit the Agency will maintain physical damage or destruction insurance at the full replacement value of the facility, for as long as the Agency owns or occupies the facility. If a facility is located in an area the National Flood Insurance Program defines as high risk, the Agency will maintain flood insurance for as long as the Agency owns or occupies the facility. The Agency will submit to the responsible U.S. Health and Human Services official, within 10 days after coverage begins, proof of insurance coverage required under this paragraph.

45 C.F.R. § 1303.12

45 C.F.R. § 1303.52

Adopted: March 20, 1990

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

2006 – Liability Insurance

The Executive Director of Financial Services shall review annually all liability policies, including professional liability insurance, of the Agency and its employees and agents for the purpose of updating existing coverage and providing liability coverage in areas where exposure may not be presently insured. The Executive Director of Financial Services shall be responsible to maintain a readily available portfolio of all liability insurance policies.

The Agency will provide adequate insurance coverage to protect the government's interest with respect to Head Start funds.

Personnel

3001 – Personnel Policies Applicability

The personnel policies adopted by the CESA 2 Board of Control apply to all CESA 2 employees except to the extent they are in conflict with the provisions of individual employment contracts.

These policies are intended to be in compliance with, and shall be interpreted in a manner consistent with, all applicable federal and state laws.

For purposes of these Board policies the following words shall have the meaning below:

Professional staff: Shall include all teachers, administrators, consultants, and pupil services instructional staff.

Support staff: Shall include all staff members other than professional staff, including, but not limited to, accounting, paraprofessionals, aides, office assistants, food service employees, and custodial staff.

Adopted: April 17, 1990

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020

3002 – Personnel Records

CESA 2 shall maintain such records as may be needed to provide the Agency and the employee with information about the employee including but not limited to educational references, applications, employee evaluations, employee/employer correspondence, former employment records, birth date, and social security records. Personnel records will be maintained in accordance with state law and available for employee inspection pursuant to Wis. Stat. § 103.13.

Legal Reference: Wisconsin State Statute 103.13

Adopted: May 15, 1990

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020

3112 – Communications

The Board of Control has a legitimate interest in maintaining order by directing that employee communications to the Agency Board move initially through the chain of command to the Agency Administrator. Employees are expected to follow the established chain of communication as described in this policy. Failure to do so may result in employee discipline.

A. Staff Communications to the Board

All communications from staff members related to the performance of their job duties or responsibilities to the Board or its committees shall be submitted through the Agency Administrator. This procedure is not intended to deny any staff member the right to appeal to the Board on important matters through established procedures, or deny any staff member their First Amendment right to address the Board on matters of public concern outside the scope of their regular professional duties.

B. Board Communications to Staff

All official communications, policies, and directives of the Board will be communicated through the Agency Administrator, who, when appropriate, shall also keep staff members informed of the Board's problems, concerns, and actions.

C. Social Interaction

Both staff and Board members share a keen interest in the schools and in education generally, and it is to be expected that when they meet at social affairs and other functions, they will informally discuss such matters as educational trends, issues, and innovations, and general activities of the Agency. However, since individual Board members have no special authority except when they are convened at a legal meeting of the Board or vested with special authority by Board action, discussions between staff and Board members related to the performance of job duties or responsibilities are inappropriate violations of the chain of command.

Garcetti v. Ceballos, 547 U.S. 410 (2006)

Samuelson v. LaPorte Comm. Sch. Dist., 526 F.3d 1046 (7th Cir. 2008)

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3116 – Assignment / Job Description

The Agency Administrator will designate the employee's job assignment and responsibilities. A job description will be provided to explain the expectations of the work to be performed by the employee. The Agency Administrator has the right to change the employee's job assignment of any employee.

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3120 – Employment of Staff

The Board of Control recognizes that it is vital to the successful operation of the Agency that positions created by the Board be filled with highly-qualified and competent personnel.

The Board shall approve the employment, fix the compensation, and establish the term of employment for each professional staff member employed by this Agency.

The Agency Administrator shall recommend candidates to the Board for approval.

The Agency Administrator is authorized to contingently employ professional staff members, subject to Board approval, prior to approval by the Board when, in the discretion of the Agency Administrator, their employment needs to start prior to the next regular Board meeting. The Agency Administrator shall recommend employment of such contingent employees to the Board at the next regular meeting.

The Agency Administrator shall approve the employment and fix the compensation for each support staff member employed by this Agency.

Relatives of Board members may be employed by the Board, provided the Board member does not participate in any way in the discussion or vote on any matter relating to said employment.

Any employee's intentional misstatement of fact material to his/her qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

The Agency Administrator or designee will verify that a satisfactory background check has been conducted by the Department of Justice or other appropriate state Agency.

The Agency Administrator shall prepare procedures for the recruitment and selection of all professional staff which include reporting newly hired employees to the Wisconsin Department of Workforce Development.

Certification

Most of the programs and services offered by CESA 2 will require a person to administer or provide services for a program. Many of the programs will require the person working in the program to hold a license issued by the Wisconsin Department of Public Instruction. In those cases, all rules and regulations of the DPI will be followed in staffing those positions. Additionally, employees providing services for the Head Start program, must comply with all federal certification and credential requirements for those positions.

Contracts

It is the responsibility of the Agency Administrator or his/her designee to ensure that, when required by law, all members of the professional staff have a signed contract on file with the Agency before performing or being paid for services on behalf of the Agency, except where an emergency exists which requires that services be performed before a signed contract can be obtained, in which situation the contract shall be obtained and filed as soon as possible, and all such situations shall be reported to the Board as soon as possible.

The Agency Administrator is authorized to execute employment contracts for the Board of Control upon approval of employment.

Vacancies

The Agency Administrator will determine the policy for staffing new and open positions.

45 C.F.R. § 1302.91

Adopted: November 19, 1996

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Revised: April 15, 2014

Reviewed/Revised: November 17, 2020

3120-R – Employment of Staff - Administrative Rule

The educational needs of the school districts, their staff and students within CESA 2 can best be served through the employment and retention of highly qualified employees.

CESA 2 seeks to recruit, employ, promote, and retain as employees those persons best qualified to fulfill the needs of the students and staff in the school districts they serve. CESA 2 is an equal opportunity employer, dedicated to a policy of non-discrimination in employment on the basis of age, ancestry, arrest or conviction record, color, creed, handicap or disability, marital status, national origin, race, religion, sex, sexual orientation, membership in any reserve component of the United States or state military forces and other class protected by law.

Recruitment

1. Professional Staff
Vacancies will be posted at the discretion of the Agency Administrator. Current employees interested in the position will need to apply for vacancies in the same manner as all other employees.
2. Support Staff
Vacancies will be posted at the discretion of the Agency Administrator. A file of current applications is maintained in the Agency Administrator's office. If the Agency Administrator believes that additional candidates should be sought beyond those found in the application file, the Agency will post the position and consider advertising the vacant position.

The Application Process

In response to a vacancy, qualified applicants will submit materials designated by the Agency Administrator, which might include the following: a resume, letter of interest, transcripts, references, and/or credentials. Upon receipt of all designated materials, the certified candidate's file is considered complete and the applicant will be considered for an interview. Interviewees will be required to complete and submit a formal CESA 2 application. Other supporting material may also be requested.

All applications are kept on file for a period of one year. Applicants must notify the office of the Agency Administrator if he/she wishes to be considered for future vacancies during that one-year period.

The Interview Process

The CESA 2 Agency Administrator or designated staff are responsible for screening the completed files and determining the interview list.

An interview team of at least two people shall be established at the discretion of the Agency Administrator. If a teacher is a part of the interview team, it is understood that his/her input is advisory in nature. The interview team will recommend a candidate(s) to the Agency Administrator.

A common set of questions will be used to interview all candidates for a given vacancy. This does not preclude the use of appropriate individualized follow-up questions based on the candidate's responses. The candidate's responses will be used to rate the qualifications of the candidate.

It will also be the responsibility of the Agency Administrator or designee to conduct a reference check on those candidates who will be recommended to the Agency Administrator. Prior to the appointment of any person to a paid position with CESA 2, the Agency Administrator or his/her designee will conduct a criminal background check through the Wisconsin Department of Justice or other appropriate state Agency.

If a criminal record check reveals a criminal conviction or pending charge which the candidate failed to disclose as required on the Agency application form, his/her application for employment will be rejected.

If the criminal background check confirms a conviction or pending charge which the candidate acknowledged on the application, a determination will be made in consultation with legal counsel, when appropriate, whether or not to reject the application based upon applicable legal requirements regarding such a conviction or pending charge.

The Agency Administrator and the interview team will confer to make an assessment of the finalists and to determine a final candidate. The final decision of such a conference will be made by the Agency Administrator. For professional staff, the Agency Administrator is responsible for recommending the final candidate to the CESA 2 Board of Control. For support staff, the Agency Administrator or designee may make an employment offer to the final candidate.

Legal Reference: Wisconsin State Statute 111.335

Adopted: November 19, 1996

Reviewed/Revised: April 2005

Reviewed/Revised: March 19, 2013

Revised: April 15, 2014

Reviewed/Revised: November 17, 2020

3120.01 – Job Descriptions

The Board of Control recognizes that it is essential for Agency and employee accountability that each staff member to be made aware of the essential duties and responsibilities of his/her position. Job descriptions document and describe the essential functions for staff positions and thereby promote organizational effectiveness and efficiency. Therefore, the Agency Administrator will maintain a current set of job descriptions for staff positions.

Employees will be evaluated, at least in part, based on their job descriptions.

Job descriptions will be brief, factual, and, wherever possible, generically descriptive of similar jobs.

During the hiring process, the current job description for the position for which the individual(s) interviewing will be reviewed with the candidate. The emphasis during the review will be placed upon the essential functions of the position.

The Board further recognizes that the Agency Administrator revise job descriptions in his/her sole discretion.

During the revision of a job description, in his/her sole discretion, the Agency Administrator may seek input from individuals who hold that position; however, their input may or may not be reflected when the revision of said job description is completed.

Adopted: September 20, 2011

Revised: April 15, 2014

Reviewed/Revised: November 17, 2020



3120.02 – Limited-Term Employees

CESA 2 may employ limited-term employees whose continued employment may be dependent upon the availability of work.

Adopted: April 17, 1990

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020

3120.03 – Employment of Substitutes

The Board of Control recognizes the need to procure the services of substitutes in order to continue the operation of the schools as a result of the absence of regular personnel.

The Agency Administrator shall hire substitutes for assignment as services are required to replace temporarily-absent regular staff members and fill new positions. Substitutes are at-will employees, and may be offered assignments or not offered assignments at the discretion of the Agency Administrator.

Substitutes must possess a valid Wisconsin license to substitute in the area for which they are assigned.

The Agency Administrator or designee will verify that a satisfactory background check has been conducted by the Department of Justice or other appropriate state agency on the substitute employee prior to the employee's first assignment with the agency.

In order to retain well-qualified substitutes for service in this Agency, the Board will strive to offer competitive compensation.

A substitute shall be paid the amount established by the Agency Administrator.

Wis. Stats. § 118.19 (2009-10)

Wis. Admin. Code P.I. 3.03(8) (Nov. 2010)

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3120.04 – Volunteers

The Board of Control recognizes that certain programs and activities can be enhanced through the use of volunteers who have particular knowledge or skills that will be helpful to members of the staff responsible for the conduct of those programs and activities.

The Agency Administrator or designee shall be responsible for recruiting community volunteers, reviewing their capabilities, and making appropriate placements. The Agency Administrator reserves the right to accept or deny requests to volunteer at the Agency Administrator's sole discretion.

The Agency Administrator or designee will verify that a satisfactory background check has been conducted by the Department of Justice or other appropriate state agency on volunteers.

All volunteers:

1. Shall agree to abide by all Board policies and Agency guidelines while on duty as a volunteer;
2. Will be covered under the Agency's liability policy to the extent provided by the carrier but the Agency does not provide any type of health insurance for volunteers nor are volunteers generally eligible for workers compensation.

The Agency Administrator shall also ensure that volunteers are properly informed of the Agency's appreciation for their time and efforts in assisting the operation of the Agency.

Volunteers of the Agency's Head Start program are prohibited from being alone with children enrolled in the program.

45 C.F.R. § 1302.94

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3120.06 – Hours of Employment / Length of the School Year

The Agency Administrator or designee shall determine working hours. The Agency Administrator must approve any proposed long-term modifications of regular work hours in advance. Working at home is permissible if in accordance with the Telework Policy (3120.07). Directors will provide input to the Agency Administrator to determine work hours for employees who work in school settings.

Length of School Year

The length of the school work year will be governed by the district or districts in which the employee works, subject to the approval of the Agency Administrator. Employees will schedule their time within each district subject to the approval of the local CESA 2 director who will consult with the Agency Administrator for final approval. The local CESA 2 director may verify the school calendar(s) with the local district administration. Any conflicts over such scheduling shall be resolved by the CESA 2 Agency Administrator. Length of the work year for staff who do not work in schools will be determined by the Agency Administrator.

Adopted: April 17, 1990
Reviewed/Revised: April 2005
Reviewed/Revised: September 20, 2011
Revised: March 19, 2013
Revised: April 15, 2014
Reviewed/Revised: November 17, 2020

3120.07 – Telework Policy

CESA 2 recognizes the changing nature of its workforce and environment due to advances in technology as well as the attitudes and practicalities of the modern workplace. Telework is an employer-sanctioned work arrangement for employees to perform all or some of their work at an alternate site away from their primary office location. Telework can offer benefits for the Agency and those it serves, as well as for those employees approved for such a work arrangement.

The goals of this policy include: provide effective, efficient and accountable services; achieve cost-effectiveness for the Agency; improve the quality of work and life for employees; and improve the recruitment and retention of employees.

Participation in telework is subject to the prior approval of the employee's supervisor and the Agency Administrator. Supervisors are not required to allow an employee to telework. Approved telework arrangements may be full-time (completing all or most duties at an alternate work site), part-time (teleworking on a regularly scheduled basis), or situational basis (teleworking on an irregular basis or working from home during an illness/injury or for a specific assignment).

Telework arrangements are not intended to assist in meeting child or other dependent care needs. While teleworking, the teleworker is not to provide any supervision to children, to sick or incapacitated persons, or to any other persons who may require attention or assistance without the prior approval of the employee's supervisor and the Agency Administrator. The purpose of telework is to accomplish the work assignment. Telework arrangements contribute to the Agency's goals while maintaining or improving program efficiency, productivity, service and benefits.

The following considerations, among others, may be used by the employee's supervisor or Agency Administrator to assess whether a particular job or specific assignment is suitable for telework:

- Specific work activities are portable and can be performed effectively outside the primary office location.
- Specific work activities involve responsibilities that do not routinely occur at a specific work site.
- Work can be sent to/from the employee's alternate worksite with ease, speed, security and confidentiality.
- The need for face-to-face contact with supervisors, colleagues, or others in the workplace is minimal.
- Access to equipment, materials, files, etc. available only at a specific worksite is not required.
- Access to Internet and remote access capability is adequate at the employee's alternate worksite.

- The job functions of the teleworker can be performed independently, with minimal dependence on support staff and supervision.
- Results/outcomes of telework assignments are clearly defined and monitored by the supervisor.

If a job or assignment is approved for telework, the employee and supervisor will establish an appropriate schedule. Any change in schedule must be approved by the supervisor. Teleworkers are required to report to any worksite when requested by a supervisor or the Agency Administrator.

Telework arrangements may be revoked or adjusted at any time. While working away from their office, employees must be accessible for communication with co-workers, supervisors, and clients regarding job-related matters.

Teleworkers must abide by all Agency rules and standards of conduct while working at alternate worksites. Agency-issued resources can only be used for authorized purposes. The alternate worksite must provide a secure and confidential work and storage area as may be appropriate for the assignment. Malfunction of Agency-issued equipment must be reported immediately. Appropriate leave time to accommodate personal business, illness, etc. must be requested by teleworkers and approved. Contact information for the teleworker will be provided to requesting individuals for performance of official work duties/responsibilities.

The Agency will not be responsible for any operating costs associated with the teleworker using his/her home as an alternate worksite (e.g., home maintenance, insurance, utilities, etc.), nor will the Agency provide counsel on personal tax issues. The Agency will determine what CESA 2 office supplies can be used at the alternate worksite.

The teleworker does not relinquish any entitlement to reimbursement for authorized expenses as provided by Agency policy or employee handbook while conducting business for the Agency.

Employees can be assigned to telework, and telework assignments can be revoked, at any time in the sole discretion of the Agency Administrator.

Adopted: December 2009

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020

3121 – Criminal Background Check

To more adequately safeguard customers and staff members, consistent with applicable law, the Board of Control will use the results of the Department of Justice criminal background check procedure to ensure the Agency employs people who meet Agency, state, and federal employment standards.

All volunteers for Agency programs shall also be subject to a criminal background check.

All information and records obtained from such inquiries are to be considered confidential and shall not be released or disseminated to those not involved in evaluating the applicant's qualifications.

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3122 – Nondiscrimination, Non-Harassment, and Equal Employment Opportunity

The Board of Control does not discriminate, does not permit harassment, and does not permit retaliation in the employment of staff on the basis of any characteristic protected under state, federal, or local law including, but not limited to, race, color, age, sex, pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service, sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the Agency's premises during non-working hours declining to attend an employee-sponsored meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other class protected by applicable law, State, local, and federal law further defines the actions that do or do not constitute unlawful discrimination, harassment, or retaliation with respect to the various protected classes.

To the extent required by law, reasonable accommodations that do not impose an undue hardship shall be made for qualified individuals with a disability. The Agency shall also accommodate the religious practices of an employee to the extent required by law. Applicants or employees desiring an accommodation should make a request to their immediate supervisor or to the Equal Employment Opportunity Officer (EEO Officer).

The Agency Administrator has been appointed EEO Officer.

The EEO Officer can be contacted at:

EEO Officer

CESA 2

1221 Innovation Drive, Suite 205

Whitewater, WI 53190

262.473.1473 Phone

262.472.2269 Fax

The Agency's EEO Officer also serves as the Agency's Title IX Coordinator and Section 504/Americans with Disabilities Act (ADA) Coordinator for employment-related matters.

The EEO Officer is responsible for the planning, implementation and day-to-day monitoring of this policy. The Agency Administrator or designee shall provide proper notice of nondiscrimination as required by law. All personnel responsible for hiring and promotion of

employees and the development and implementation of programs and activities are charged to support this policy and will provide leadership in carrying out its goals and objectives.

Unlawful Harassment

Unlawful discrimination under this policy includes unlawful harassment on the basis of any legally protected class, or any protected class established by this policy. The Agency is committed to maintaining a workplace free of unlawful harassment and will promptly respond to any report or complaint from an employee experiencing unlawful harassment from anyone including students, employees, Board members, or third parties during the course of the complainant's employment. Unlawful harassment should be reported as potential discrimination under this policy.

Unlawful harassment means unwelcome conduct based on a legally protected class whereby enduring the unwelcome conduct becomes a condition of continued employment, or whereby the unwelcome conduct is so severe or pervasive as to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Unlawful sexual harassment includes unwelcome verbal or physical conduct of a sexual nature. This includes conduct directed by a person at another person of the same or opposite gender. Sexual harassment includes conduct based on sex that has the purpose or effect of substantially interfering with an employee's work performance or of creating an intimidating, hostile, or offensive work environment. It also includes making or permitting acquiescence in, submission to or rejection of sexual harassment any part of the basis for any employment decision affecting an employee.

Examples of unwelcome verbal or physical conduct of a sexual nature include:

1. Making of unsolicited gestures or comments of a sexual nature;
2. The deliberate, repeated display of offensive sexually graphic materials which is not necessary for business purposes; and
3. Deliberate verbal or physical conduct of sexual nature, whether or not repeated, that is sufficiently severe to interfere substantially with an employee's work performance or to create an intimidating, hostile, or offensive work environment.

Employee Reporting Responsibilities

All employees are responsible for promptly reporting violations of this policy. An employee who believes he/she has been subjected to unlawful discrimination during the course of his/her employment by anyone, including supervisors, co-workers, students, or Board members, is expected to promptly report the behavior to the EEO Officer as provided in this policy. Any administrator or supervisor who receives such a report must promptly report it to the EEO Officer. An employee may choose at any time to file a formal complaint under the Agency's

complaint procedures. Any employee who observes a violation of this policy is required to report it promptly to the EEO Officer.

Confidentiality

Although absolute confidentiality and anonymity cannot be assured, the Agency will maintain the confidentiality of reports and complaints under this policy to the extent required by any applicable law, and the Agency will make reasonable efforts to maintain confidentiality where confidentiality does not interfere with the Agency's ability to appropriately investigate and take appropriate action regarding the report or complaint, and where confidentiality does not interfere with any legal obligation of the Agency. Individuals who have specific concerns about confidentiality in connection with any report, complaint, or investigation should arrange to discuss those concerns with the EEO Officer as early as possible in the process. Any employee interviewed as part of an investigation under this policy is expected not to disclose any information he/she learns through that interview to any third party, except when the employee has a legal right or obligation to disclose such information.

Retaliation Prohibited

No one shall attempt to restrain, interfere with, coerce, or take adverse action against a person who reports or files a complaint of discrimination under this policy in good faith, a person who participated as a witness in an investigation under this policy, a person that opposed in good faith any act or practice that was potentially in violation of this policy, or a person that exercised any of their rights under this policy.

Consequences for Violations

Any person who is responsible for any form of employment-related discrimination or any act of retaliation in violation of this policy shall be subject to disciplinary action, up to and including discharge from employment. Additional consequences may include remedial actions within the Agency's scope of authority (such as mandatory training) and/or referral to law enforcement officials for possible legal action. Supervisory employees who fail to reasonably respond to discrimination complaints or reports or to reasonably act on their knowledge of a violation of this policy will likewise be subject to disciplinary action and additional consequences. Any employee who observes a violation of this policy and fails to report it to the EEO Officer shall likewise be subject to disciplinary action and additional consequences.

Wis. Stats. § 111.31 et seq., 118.195, 118.20
20 U.S.C. 1681 et seq., Title IX
29 U.S.C. 701 et seq., Rehabilitation Act of 1973
42 U.S.C. 12112, Americans with Disabilities Act of 1990



42 U.S.C. 2000e et seq., Civil Rights Act of 1964
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act (GINA)
29 C.F.R. Part 1635

Adopted: April 17, 1990
Reviewed/Revised: April 2005
Reviewed/Revised: September 20, 2011
Revised: April 15, 2014
Reviewed/Revised: November 17, 2020

3122-R – Nondiscrimination, Non-Harassment, and Equal Employment Opportunity Complaint Procedure

It is the policy of CESA 2 not to discriminate against any employee or any applicant for employment based on the protected classes established in policy 3122. Complaints of employment-related discrimination, including harassment and retaliation, shall be taken seriously, promptly and thoroughly investigated, and responded to as appropriate.

Complaint Process

CESA 2 has established a Complaint Procedure for resolving problems arising under the Non-discrimination, non-harassment, and equal employment opportunity policy. Any person who believes that the policy has been violated may use the Complaint Procedure outlined below. It is against the law for persons to be threatened or retaliated against because they file a complaint. Any such actions should be reported immediately through this procedure.

If an individual feels he/she has a complaint, the appropriate person to contact is the CESA 2 Agency Administrator, who is also the Equal Employment Opportunity Officer (EEO Officer) at:

1221 Innovation Drive, Suite 205

Whitewater, WI 53190

262.473.1473 Phone

262.472.2269 Fax

eeofficer@cesa2.org

There is no timeframe for filing a complaint under this policy, but individuals are encouraged to file the complaint as soon as reasonably possible, striving to report within 30 days when possible. Delays in filing could make it more difficult for the Agency to investigate and resolve the complaint.

If an individual is not comfortable filing a complaint with the EEO Officer, or if the complaint involves alleged misconduct by the EEO Officer, an individual can submit a complaint to:

Nicole Barlass

1221 Innovation Drive, Suite 205

Whitewater, WI 53190

262.473.1473 Phone

262.472.2269 Fax

nicole.barlass@cesa2.org

This person shall also perform the duties of the EEO Officer if the EEO Officer is unavailable or unable to perform those duties.

The following process will be utilized once a complaint is filed:

Informal Resolution

The EEO Officer will attempt to informally resolve the complaint with the parties involved. At any point, a complainant can choose to have the EEO Officer skip this step and procedure to formal resolution.

Formal Resolution

The EEO Officer shall issue an acknowledgement of receipt of the complaint, generally within 10 business days. The EEO Officer shall usually serve as the complaint manager and the primary point of contact regarding the complaint for the relevant parties. The EEO Officer may designate another employee to act as the designated complaint manager for any given complaint. When necessary or appropriate, the EEO Officer may recommend that the Board appoint a non-employee to serve as the designated complaint manager. The Board reserves the right to appoint a non-employee to serve as the designated complaint manager, who shall manage the complaint consistent with Board policy.

Except as provided in the next paragraph, the EEO Officer or other designated complaint manager shall oversee an investigation of the complaint, decide the merits of the case, determine what actions within the Agency's scope of authority are recommended (if any), including discipline, termination, or other remedial actions, and provide notice, either orally or in writing, of the administrative determination of the complaint to the appropriate parties. If the designated complaint manager is someone other than the Agency Administrator and the allegations are not against the Agency Administrator, the designated complaint manager shall provide the report to the Agency Administrator who shall issue a decision as to whether the complaint is substantiated, and if so whether to approve the designated complaint manager's recommended action. The Agency Administrator can also request that the designated complaint manager conduct additional investigation. When necessary, the Agency Administrator shall recommend the Board take action based on the results of the investigation.

If the allegation is against the Agency Administrator, the complainant shall submit the complaint to the alternate EEO Officer, who shall forward the complaint to the Board Chairperson. The Board Chairperson shall engage outside legal counsel, or other appropriate party, to serve as the designated complaint manager for the complaint who shall recommend either of the following to the Board Chairperson following an investigation into the matters raised by the complaint: (1) that the complaint lacks merit and that the Board Chairperson may communicate that conclusion and resolution, orally or in writing, to the complaining party, the Agency Administrator, the remaining Board members, and any other parties; or (2) the complaint may have merit and/or

that some degree of responsive or remedial action may be appropriate, and that legal counsel advises consultation with the full Board regarding such possible action. In conjunction with legal counsel, the Board Chairperson shall thereafter report, orally or in writing, the Board's resolution of the complaint to the appropriate parties.

Nothing in this policy shall be construed to prevent an employee from bringing a complaint before the Equal Employment Opportunity Commission, the Equal Rights Division of the Wisconsin Department of Workforce Development, the Wisconsin Department of Public Instruction, or any other government agency or court of competent jurisdiction.

Wis. Stats. 111.36, 118.195, 118.20 (2009-10)
42 U.S.C., 2000e, et seq., Civil Rights Act of 1964
42 U.S.C. 12112, Americans with Disabilities Act of 1990
29 U.S.C. 701 et seq., Rehabilitation Act of 1973
20 U.S.C. 1681 et seq., Title IX

Adopted: April 17, 1990
Reviewed/Revised: April 2005
Reviewed/Revised: September 20, 2011
Reviewed/Revised: November 17, 2020

3122.01 – Drug-Free Workplace

This policy is written in accordance with the Drug-Free Schools and Community Act, as amended. The employees of CESA 2 have the right to work in an environment that is free from the non-medical use of alcohol and drugs. This policy is adopted to protect the health, welfare, and safety of all employees.

Employees are to report to work free of the effects of all illegal drugs and alcohol. The use, possession, sale or intent to sell, or transfer of illegal drugs, illegal drug paraphernalia, or having illegal drugs or chemicals in a person's system in or on CESA 2 property, in any CESA 2 owned or contracted vehicle is prohibited or while performing services for CESA 2.

All employees shall be expected to abide by this policy. Failure to abide by this policy shall result in disciplinary action up to and including termination or other procedures established by the Board.

Any employee engaged in work in connection with a federal grant who is convicted of a criminal drug statute violation occurring in the workplace must notify the CESA 2 Agency Administrator within five (5) days of such conviction. The CESA 2 Agency Administrator shall then notify the appropriate federal Agency within ten (10) days of receiving such notice. This applies to those employees engaged in work in connection with a grant paid directly to CESA 2 by the federal government. It does not apply to those employees engaged in work in connection with a federal grant paid to CESA 2 through any state Agency.

A copy of this policy shall be made available to all employees of CESA 2. When an employee is in violation of this policy, the CESA 2 Agency Administrator may consider requiring the employee to participate in a drug abuse assistance or rehabilitation program.

Search of Agency-Provided Storage Devices

CESA 2 wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, CESA 2 prohibits the possession, transfer, sale, or use of such materials on its premises. CESA 2 requires the cooperation of all employees in administering this policy.

Desks, file cabinets and other storage devices may be provided for the convenience of employees but remain the sole property of CESA 2. Employees should have no expectation of privacy in such storage devices. Accordingly, they can be searched or inspected by any agent or representative of CESA 2 at any time, either with or without prior notice.

Other searches may be conducted by Agency officials consistent with the state and federal constitutions and applicable law.



Wis. Admin. Code PI 101-126 (Nov. 2010)
Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq.
20 U.S.C. 3224A

Adopted: September 20, 2011
Reviewed/Revised: November 17, 2020

3122.03 – Tobacco Use

The CESA 2 Board of Control prohibits the use of all tobacco products, including electronic cigarettes, “vaping” devices, and “dab pens” that contain nicotine, on premises and vehicles controlled by CESA 2, except in designated areas.

Adopted: April 17, 1990

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020



3122.04 – Employee Assistance Program

CESA 2 shall provide an employee assistance program (EAP) to employees in accordance with the terms of the program established by the vendor selected by the Board.

Adopted: October 16, 1990

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020

3123 – Wisconsin Quality Educator Initiative

The Board of Control is committed to having a quality teacher in every classroom and a strong leader in every building. The Board encourages the use of best educational practices to improve instruction and increase student achievement. To this end, the Board requires that the Agency hire the most qualified and experienced staff available and that all staff be licensed as required by law.

Attaining and maintaining proper state licensure under PI 34, which describes the requirements for attaining and maintaining educator's licensing for practicing in the state, is primarily the licensee's responsibility. However, the Board supports efforts that promote the effectiveness of staff through career-long preparation and learning and performance-based assessment.

The Board authorizes the Agency Administrator to investigate the use of inter-Agency agreements, the use of other agencies and the use of in-Agency resources in the design and implementation of any licensure support plan established by the Agency.

Wis. Admin. Code PI 34

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3131 – Layoff

Layoffs of Support Staff can be made at any time by the Agency Administrator consistent with these employee's at-will status.

The Agency Administrator shall make recommendations for layoff of Professional Staff to the Board of Control (see Policy 901 – Agency Administrator Responsibilities). These layoffs can be made at any time and for any reason, consistent with applicable contracts and applicable law, such as Wis. Stat. § 118.22 and § 118.24.

Adopted: September 20, 2011

Revised: April 15, 2014

Reviewed/Revised: November 17, 2020

3139 – Staff Discipline

The Board of Control retains the right and the responsibility to manage the work force. When the discipline of a staff member becomes necessary, such action shall be in proportion to the employee's offense or misconduct as determined by the individual or entity imposing the discipline, consistent with state and federal law including, but not limited to, any procedural and substantive due process rights of the individual.

Professional staff and supports staff may be disciplined by a supervising director, the Agency Administrator, or the Board of Control.

Investigation of Possible Criminal Activity

The Agency may be required to investigate potential wrongdoings on the part of its employees. Such investigations may require that the employee answer questions relating to the activity. Employees may be required to answer such questions. Failure to cooperate in an investigation may result in discipline, up to and including termination of the employee.

In cases where this possible wrongdoing may involve criminal activity, the Agency shall inform the employee that answers to questions relating to the conduct may be used by the Agency for determining whether discipline is appropriate, up to and including termination, but will not be provided to law enforcement officials in the course of their independent criminal investigation unless compelled by law. Employees must also be informed that refusal to answer questions may be considered in determining discipline, up to and including termination.

Franklin v. City of Evanston, 384 F.3d 838 (7th Cir. 2004)

Adopted: September 20, 2011

Revised: April 15, 2014

Reviewed/Revised: November 17, 2020

3140 – Termination and Resignation and Breach of Contract

Termination

Support staff can be terminated by the Agency Administrator at any time consistent with their at-will status.

Professional Staff can be terminated by the Board of Control consistent with applicable law and contract provisions.

Resignation

Employees who intend to resign from the Agency at the end of a school year are encouraged to notify the Agency Administrator in writing of their intention to resign as early in their final school year as possible. Such resignations are final once approved by the Agency Administrator (for Support Staff) or the Board (for Professional Staff) and are effective when the school year ends or on the date indicated on the resignation form.

Breach of Contract

Employees with contracts who request release from their employment contract shall pay to CESA 2 liquidated damages for breach of contract as specified in that contract.

All separated employees are required to return all property belonging to the Agency immediately upon separation.

Adopted: September 20, 2011

Reviewed/Revised: May 21, 2013

Revised: April 15, 2014

Reviewed/Revised: November 17, 2020

3142 – Non-Renewal of Professional Staff

The Board of Control may vote to non-renew any Professional Staff contract in accordance with any applicable terms of the contract and consistent with applicable law. The Agency Administrator will ensure that notices of the Board's actions are timely sent and delivered to all affected certified employees, consistent with applicable law.

Consistent with applicable contract language the Board and a Professional Staff member may mutually agree to modify or terminate an employment contract.

Adopted: September 20, 2011

Revised: April 15, 2014

Reviewed/Revised: November 17, 2020

Reviewed/Revised: February 15, 2022

3143 – Requirements for Staff, Consultants, Contractors and Volunteers of the Head Start Program

Employees, consultants, contractors and volunteers of CESA 2's Head Start Program must comply with the following:

Must implement positive strategies to support children's well-being and prevent and address challenging behavior;

Must not maltreat or endanger the health or safety of children, including, at a minimum, that they must not:

- A. Use corporal punishment;
- B. Use isolation to discipline a child;
- C. Bind or tie a child to restrict movement or tape a child's mouth;
- D. Use or withhold food as a punishment or reward;
- E. Use toilet learning/training methods that punish, demean, or humiliate a child;
- F. Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
- G. Physically abuse a child;
- H. Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or,
- I. Use physical activity or outdoor time as a punishment or reward;

Must respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;

Must comply with Head Start program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with subpart C of part 1303 of Chapter 45 of the Code of Federal Regulations and applicable federal, state, local and tribal laws; and,

Must ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

Must be familiar with the ethnic backgrounds and heritages of families in the program and be able to serve and effectively communicate, either directly or through interpretation and translation, with children who are dual language learners and to the extent feasible, with families with limited English proficiency.



Employees, consultants, contractors, and volunteers who violate these standards or conduct or any other standard of conduct will be subject to discipline up to and including dismissal as provided by applicable Agency Policies.

45 C.F.R. 1302.90

Adopted: November 17, 2020

3144 - Head Start Program Masking and Vaccination Policy

This policy has been drafted for compliance with the interim rule of the Office of Head Start, Administration for Children and Families, and the Department of Health and Human Services on Vaccine and Mask Requirements to Mitigate the Spread of COVID-19 in Head Start Programs published on November 30, 2021.

Masking

Effective immediately, all individuals (over 2 years of age) involved in the Head Start Program (including, but not limited to, teachers, contractors, children, volunteers, and board members) must mask, using masks recommended by CDC in the following circumstances:

- (A) When there are two or more individuals in a vehicle owned, leased, or arranged by the Head Start program;
- (B) When indoors in a setting when Head Start services are provided. This includes home visits, where employees and children must wear masks;
- (C) For those not fully vaccinated, outdoors in crowded settings or during activities that involve sustained close contact with other people, such as being outdoors with children when caring for and supervising children when Head Start services are provided.

Masks need not be used in the following circumstances:

- (A) Children or adults when they are either eating or drinking;
- (B) Children when they are napping;
- (C) When a person cannot wear a mask, or cannot safely wear a mask, because of a disability as defined by the Americans with Disabilities Act; or
- (D) When a child's health care provider advises an alternative face covering to accommodate the child's special health care needs.

Vaccination

All Head Start staff (defined as paid adults who have responsibilities related to children and their families who are enrolled in Head Start Programs), and those Head Start contractors whose activities involve contact with or providing direct services to children and families, must be fully vaccinated for COVID-19 by January 31, 2022.

All volunteers in classrooms or working directly with children other than their own must be fully vaccinated for COVID-19 by January 31, 2022.



To be in compliance with this policy, individuals must receive both doses of a two-dose vaccination series such as Pfizer or Moderna, or a single dose of a single-dose vaccination series like Johnson & Johnson by January 31, 2022. While full vaccination status is not achieved until 14 days after the final dose in a vaccination series, individuals will be deemed compliant with this policy so long as they have received all the required doses in a series.

Adopted: January 11, 2022

3160 – Physical Examination

The Board of Control requires any employee who will be working in a school, as a condition of employment, to submit to a physical examination, including a screening for tuberculosis. Freedom from tuberculosis in a communicable form is a condition of employment.

Reports of all such examinations shall be delivered to the Agency Administrator, who shall protect their confidentiality. The reports, and any documents acquired containing genetic information, will be maintained in a separate confidential personnel medical file in accordance with the Americans with Disabilities Act and the Genetic Information Nondiscrimination Act (GINA). These reports shall be used in employment decisions only as permitted by law.

The actual cost of the initial physical examination shall be reimbursed by CESA 2 to the employee at a rate not to exceed that of a CESA 2 designated local clinic.

The Agency will make mental health and wellness information available to employees involved in the District's Head Start Program regarding health issues that may affect their job performance, and provide regularly scheduled opportunities to learn about mental health, wellness, and health education.

Wis. Stats. § 118.25 (2009-10)

29 C.F.R., Part 1630

29 C.F.R. Part 1635

45 C.F.R. § 1302.93

42 U.S.C. 12101 et seq., American with Disabilities Act of 1990

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Adopted: April 17, 1990

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020

3161 – Communicable Diseases

Any CESA 2 employee who knows or suspects that a communicable disease is present in a district school or in any CESA 2 office or other work area to which that employee is assigned shall notify the nurse for that school district, or in the case there is no nurse, the public health department for that school district, orally or in writing AS SOON AS POSSIBLE and within 24 hours of the identification of the case or suspected case (although Wis. Adm. Code DHS 145.04 may allow more time for reporting in some situations). For purposes of this policy, communicable diseases include those diseases so designated by the Department of Health and Family Services or other appropriate state agencies.

Employee health records regarding communicable diseases are to be regarded as confidential. Such records shall be stored separately from other employee records and accessed only as permitted by law. In this same regard, CESA 2 shall, to the extent required by law, take steps prescribed by the diagnosing physician and public health agencies to protect other employees from infection but also always with a view to protecting the identity of the infected individual to the extent required by law.

Employees who are suspected of having a communicable disease may be requested to see a doctor to rule out disease consistent with applicable law, including the Americans with Disabilities Act. The employee's supervisor will notify the Agency Administrator in advance of any such action. The employee's supervisor will complete documentation of this action and forward a copy to the CESA 2 Agency Administrator.

Employees involved in the Agency's Head Start program must complete periodic re-examination as recommended by their health care providers that include screeners or tests for communicable diseases, as appropriate. Staff must not pose a significant risk to the health or safety of others in the program due to communicable diseases that cannot be eliminated or reduced by reasonable accommodation, in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, or other applicable law.

Volunteers with the Head Start Program must be screened for appropriate communicable diseases in accordance as provided above.

45 C.F.R. § 1302.93

Adopted: April 17, 1990

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020

3200 – Attendance and Punctuality

To maintain a safe and productive work environment, CESA 2 expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on CESA 2. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they must notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Absenteeism and tardiness are disruptive. Either may lead to disciplinary action, up to and including termination.

When CESA 2 employees are unable to report to work on time, it is their responsibility to notify the building to which they are assigned at the earliest opportunity and follow the specific procedures of other employees in that building, or report as directed by the local CESA 2 director.

1. Employees are required to request and report all absences via the CESA 2 absence management system prior to such absence when possible. In the event an employee cannot provide prior request of absence, within 24 hours of the employee's return to work the employee must complete the absence request. Failure to report absences may result in disciplinary action.
2. Misuse of paid leave provisions may result in a loss of pay for the time missed and/or other disciplinary action up to and including termination.

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3205 – Attendance at Meetings

Staff Meetings

The CESA 2 organization requires a coordinated effort to deliver the highest level of services to our clients. To assure the effective delivery of such services, staff meetings may be held to share ideas and coordinate activities. Participation is expected unless approval to miss the meeting is received from the Agency Administrator or the employee's immediate supervisor.

Meetings

Employees are expected to attend all meetings that are called by the administrator or other supervisory personnel. Every attempt will be made to hold such meetings within the normal working hours. However, if meetings extend beyond the normal working hours, staff is expected to remain at the meeting to its conclusion.

Personnel attending a common meeting for Agency business shall be expected to carpool to the extent feasible.

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3210 – Staff Ethical Standards

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials, the Board of Control expects all staff members to maintain the following high standards in their working relationships, and in the performance of their duties, to:

1. Recognize basic dignities of all individuals with whom they interact in the performance of duties;
2. Represent accurately their qualifications;
3. Exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;
4. Seek and apply the knowledge and skills appropriate to assigned responsibilities;
5. Keep in confidence legally confidential information as they may secure;
6. Ensure that their actions or those of another on their behalf are not made with specific intent of advancing private economic interests;
7. Avoid accepting anything of value offered by another for the purpose of influencing judgment;
8. Refrain from using position or public property, or permitting another person to use an employee's position or public property for partisan political or religious purposes. This will in no way limit constitutionally or legally protected rights as a citizen.

Employment, Products and Ethics

No employee of CESA 2 shall engage in any activity that conflicts or raises a reasonable perception of conflict with his/her responsibilities to the Agency or to any educational institution or school districts served by the Agency. Specifically included but not limited to, an employee shall not:

1. Engage in any outside business or employment that interferes with his/her work for or responsibility to CESA 2.
2. Engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in the same or similar activities as are, or could be, performed by CESA 2 without prior, annual, written approval by the agency administrator.
3. Have a private interest, direct or indirect, in a public contract as provided by Wis. Stat. § 946.13.
4. Accept or solicit any wages, commissions, contracts, favors, sales, or any other thing in excess of nominal value (\$25.00) from any school district or vendor.
5. Solicit or receive compensation other than that allowed by law for performance of his/her duties. This includes among other things acceptance of any wages, gratuities, gifts, or favors that might impair or appear to impair professional judgment in any personal dealings with any individual or entity with whom he/she, on behalf of the Board, has any

- direct or indirect contact for purposes of obtaining from such individual or entity noncompetitive contract services or materials.
6. Knowingly apply for, authorize, or employ the authority or influence of his/her position to secure authorization of any public business in which he/she, a member of his/her family, or any of his/her business associates has an interest.
 7. Offer any favors, service, or thing of value to obtain special advantage.
 8. Permit commercial exploitations of his/her professional position.
 9. Act as an agent or solicitor for the sale of any goods or services to any educational or other service Agency or school district, staff, or pupils, which are offered or may be offered by CESA 2.
 10. Engage in any selling or have an ownership interest of more than 2% in a company or corporation which engages in selling merchandise or services to educational institutions or school districts, boards, employees, students, or parents in the attendance areas served by the schools in CESA 2, any service, product, or activity provided by CESA 2.
 11. Engage in selling or have an ownership interest of more than 2% in a company or corporation which engages in selling merchandise or services which are similar to those provided or proposed to be provided by CESA 2 to other CESAs or to educational institutions or school districts outside the CESA 2 area.
 12. Furnish lists of students or parents to anyone selling materials or services.
 13. Receive for his or her personal benefit anything of value from any person other than the Agency to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property or at an activity of the Agency or while on the property or at an activity of a school district in the Agency.
 14. Receive duplicate payment, including mileage or expenses from the Agency and others for the same service rendered or time served.
 15. Enter into an individual contract with school district(s) represented by CESA 2 to perform duties that are the same or similar to the duties that the individual or the agency can provide to the CESA 2 school district(s). This contractual conflict of interest is for all employees currently under contract with CESA 2, and for a period of 12 months following the termination of employment with CESA 2. Exceptions regarding employees working with districts independently can be made by the Agency Administrator.
 16. Use Agency facilities or time in connection with any personal activity for financial profit.
 17. No employee, officer, or agent of the Agency may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Violations of these ethical standards may result in discipline up to and including discharge.

CESA 2 employees and contractors are expected to operate at the highest level of professional ethics. Areas where special attention should be observed are in the development of presentations or publications for CESA 2 that might later have commercial value. These presentation or publication opportunities are the property of CESA 2.

The Agency Administrator may approve, in writing, exception to individual rules in unusual situations.

Definitions

"Employee" is defined as any individual employed by CESA 2 including professional and support staff.

45 C.F.R. § 75.327

Wis. Stat. § 118.12

Adopted: April 17, 1990

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Reviewed/Revised: October 17, 2017

Reviewed/Revised: November 17, 2020

3210.01 – Copyright Guidelines

It is the intent of the CESA 2 Board of Control to abide by all copyright laws. The following policy applies to all CESA 2 employees and to all users of copyrighted materials, which are checked out from CESA 2.

1. The CESA 2 Board of Control expects all employees and users of CESA 2 owned materials to be knowledgeable of the provisions and to abide by Federal Copyright Law and the guidelines that have been drawn up to help educators interpret the law.
2. All copying or broadcasting not specifically allowed by current copyright law, fair-use guidelines, license agreements, or copyright owner's permission is prohibited.
3. The copying or broadcast of copyrighted materials including, but not limited to, digital material, videos, and print materials borrowed from the CESA 2 Professional Resource Center (PRC) or any CESA 2 program is prohibited without the prior written permission of both the publisher and CESA 2.
4. The liability for infringement of copyright law is placed on the CESA 2 employee or user of CESA 2 materials that requests or makes the copy. CESA 2 assumes no responsibility for such infringement and will provide no legal assistance, except as required by law or as provided by an Agency insurance policy. CESA 2 may choose to provide legal assistance to an employee if the employee believed such infringement was fair use.
5. The CESA 2 Board of Control and CESA 2's administration will not direct any staff member to willfully violate Federal Copyright Law.
6. The use of CESA 2 equipment for the purpose of violating copyright law is prohibited.

Adopted: September 17, 1991

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020

3210.02 – Technology Acceptable Use

Technology is considered to be an important part of the workplace. Access to technology is available for all CESA 2 employees subject to the requirements of this policy. Inappropriate use will result in limitation, suspension, or cancellation of technology privileges and potential discipline, up to and including dismissal.

Users are not permitted to use Agency technology resources for commercial purposes, product advertising, political lobbying, or political campaigning. Users are not to transmit, receive, submit, or publish any defamatory, inaccurate, abusive, obscene, profane, sexually-oriented, threatening, offensive, or illegal material. Personal use of Agency technology resources should be brief, infrequent and limited.

Physical or electronic tampering with technology resources is not permitted. Intentionally damaging computers, computer systems, computer networks, technological hardware or software, or deleting files without Agency authorization will result in cancellation of technology privileges.

Users are expected to follow copyright law.

Security is a high priority. Users who identify a security problem must immediately notify the system administrator, their immediate supervisor, or the Agency Administrator. Users are prohibited from using someone else's password or trespassing in folders, work, or files without written permission.

CESA 2 makes no warranties of any kind, whether expressed or implied for the service it is providing. The Agency assumes no responsibility or liability for any phone charges, line costs, or usage fees, nor for any damages users might suffer. This includes loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions caused by negligence or user errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The Agency specifically denies any responsibility for the accuracy or quality of information obtained through its services.

The Agency's email, computer, Internet, cell phone, voice mail or other technology resources are the property of CESA 2. These systems are in place to facilitate employee's ability to do their jobs efficiently and productively. **Employees have no expectation of privacy in their use of the Agency's technology resources.** For any reason or for no reason, the Agency may intercept, monitor, copy, review, and download any communications or files employees create or maintain on these resources. Any record created, stored, sent, or received through Agency technology resources is subject to the Agency's record retention policy, and subject to disclosure through the Wisconsin Public Records law or other applicable legal requirements.

Employee's communications and use of Agency technology resources will be held to the same standard as all other communications, including compliance with our anti-discrimination and anti-harassment policies. Employees should notify their immediate supervisor or the Agency administrator of any unsolicited, offensive materials received on any of these systems.

Users shall use mobile technology devices in accordance with applicable laws. The Agency is not responsible for accidents or incidents occurring as a result of using such technology to conduct company business outside of state guidelines.

Employees are required to return all Agency-owned equipment at the end of their employment with CESA 2. Employees will be required to pay for the repair or replacement of any equipment returned damaged or dysfunctional. Please see Policy 3500 – Return of Property.

Adopted: September 21, 1999
Reviewed/Revised: April 2005
Reviewed/Revised: June 2010
Reviewed/Revised: September 20, 2011
Revised: April 15, 2014
Revised: September 15, 2015
Reviewed/Revised: November 17, 2020

3210.03 – Internet Safety Policy

Introduction

It is the policy of CESA 2 to:

1. Prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;
2. Prevent unauthorized access and other unlawful online activity;
3. Prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and
4. Comply with the Children’s Internet Protection Act, as amended.

Definitions

Key terms are as defined in the Children’s Internet Protection Act. *

Access to Inappropriate Material

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

At a minimum, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors, as established by applicable law.

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

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the CESA 2 online computer network when using social media, electronic mail, chat rooms, instant messaging, and other forms of electronic communications.

Specifically, as required by the Children’s Internet Protection Act, inappropriate network usage includes:

1. Unauthorized access, including so-called ‘hacking,’ and other unlawful activities; and
2. 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 2 staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy, the Technology Acceptable Use Policy, and the Children's Internet Protection Act.

Procedures for the disabling or otherwise modifying of any technology protection measures shall be the responsibility of CESA 2 designated representatives.

*CIPA definitions of terms:

Technology Protection Measure. The term "technology protection measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

1. OBSCENE, as that term is used in section 1460 of title 18, United States Code;
2. CHILD PORNOGRAPHY, as that term is defined in section 2256 of title 18, United States Code; or
3. Harmful to minors.

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.
4. Information on educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response will be provided by CESA 2 to School District staff. CESA 2 will offer workshops, training, and resources to increase public awareness and provide education regarding strategies to promote the safe use of the Internet by children.

Sexual Act; Sexual Contact. The terms "sexual act" and "sexual contact" have the meanings given such terms in section 2246 of title 18, United States Code.

Adopted: May 18, 2004

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020

3210.04 – Cellular Phone Program

This policy for cellular phone usage applies to any device that makes or receives phone calls, leaves messages, sends text messages, accesses the Internet, or downloads and allows for the reading of and responding to email.

CESA 2 may negotiate a corporate cell phone rate that would make a baseline cellular telephone plan available to CESA 2 employees. CESA 2 employees wishing to exercise the option of participating in the cell phone program must submit a Cell Phone Request Form. Participants agree to abide by the CESA 2 Technology Acceptable Use policy as it applies to cellular phone usage. **Participants have no expectation of privacy in the use of a cellular phone under this program.**

CESA 2 employees participating in the cell phone program may request to upgrade equipment and/or services provided in the baseline cell phone program by submitting a Cellular Phone Upgrade Request form. An upgrade request will require a rationale statement and approval by the program bookkeeper and Agency Administrator.

Employees are responsible for the costs incurred for personal calls. Monthly bills will be given to individual employees who are responsible for submitting a check payable to CESA 2. If a cell phone is lost or damaged, the employee will be responsible for the purchase of a replacement phone, or to reimburse the Agency for the cost of replacing or repairing the phone. Employees who leave CESA 2 are responsible to turn in their cell phone to CESA 2 by the last day of their employment.

Employees shall use cellular phone devices in accordance with applicable laws. Employees are prohibited from using any cell phone or similar device while operating any CESA 2 vehicle or his/her own vehicle while engaged in any CESA 2 business, except in an emergency. Emergency usage of a cell phone or similar device while operating a vehicle is confined to circumstances under which such usage will not jeopardize the safety of the employee or any other occupant of the vehicle or user of the roadway. The Agency is not responsible for accidents or incidents occurring as a result of using such technology to conduct company business outside of state guidelines.

An employee's failure to comply with this policy may result in withdrawal of the privilege of participation, in addition to other disciplinary action, up to and including dismissal, and/or action to recoup money due the Agency.

Adopted: August 2010

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020

3211 – Agency Coordination of Staff at Multiple Sites

There are some employees of CESA 2 that work full-time at only one (1) job site (such as in a school within a member district). These employees are expected to follow not only the policies of CESA 2, but also all policies of that particular job site. If at any time there is a direct and significant conflict between these two (2) sets of policies, that employee should contact their supervisor or the CESA 2 Agency Administrator to receive a clarification on what policy to follow.

There are some employees of CESA 2 that work in more than one (1) job site. These employees are expected to follow the policies of CESA 2, and the policies of each of the agencies in which they work when they are in that particular job site. If a conflict arises between any CESA 2 policies and any job site policies, the employee should contact his/her supervisor or the CESA 2 Agency Administrator to receive a clarification on which policy he/she is to follow.

Employees that perform their duties primarily in or from the CESA 2 office are expected to follow all policies of CESA 2. Policies of individual job sites will generally not apply to these CESA 2 employees.

Persons that are hired by CESA 2 and who work in any of its member districts are expected to represent CESA 2 in a positive and professional manner. They are to follow the policies of CESA 2, 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 2. CESA 2 employees are expected to perform their duties in an outstanding manner at all times.

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3216 – Staff Dress and Grooming

The Board of Control believes that staff members set an example in dress and grooming for those they serve to follow. A staff member who understands this precept and adheres to it enlarges the importance of his/her task, presents an image of dignity, and encourages respect for authority. These factors act in a positive manner toward the maintenance of discipline.

The Board retains the authority to specify the following dress and grooming guidelines for staff that will prevent such matters from having an adverse impact on the educational process. When engaged in Agency duty, all staff members shall:

1. Be physically clean, neat, and well groomed;
2. Dress in a manner consistent with their responsibilities;
3. Dress in a manner that communicates to customers and visitors a pride in personal appearance;
4. Be dressed in such a way that does not disrupt the educational process nor cause a health or safety hazard.
5. For those employed in member districts, abide by the dress code of that particular district.

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3220 – Staff Evaluation

The Board of Control is responsible for the employment and discharge of all staff. To carry out this responsibility, it delegates to the Agency Administrator the function of establishing and implementing a program of professional and support staff assessment. All CESA 2 staff will be evaluated by their direct supervisor(s), except in such instances where a spouse/relative is directly supervised by a spouse/relative. In this instance, another supervisor will be assigned to perform the staff evaluation in conjunction with the direct supervisor.

It is the purpose of the program of staff assessment to:

1. Strive for the improvement of the total Agency program;
2. Stress the importance of personal improvement on the part of staff members;
3. Establish a process of continuous and systematic staff member evaluation.

The staff evaluation program will aim at the early identification of specific areas in which the individual staff member needs help so that appropriate assistance may be provided or arranged for. A supervisor offering suggestions for improvement to a staff member shall not release that staff member from the responsibility to improve. CESA 2 has the sole discretion as to what, if any, improvement measures will be offered to a staff member. A staff member that fails to perform his/her assigned responsibilities in a satisfactory manner may be dismissed or non-renewed by CESA 2.

Evaluations of professional staff will be conducted consistent with applicable law.

All staff will be evaluated approximately once per year, typically around the anniversary date of the employee's hiring. CESA 2 reserves the right to evaluate any staff member at any time with or without notice.

Adopted: April 17, 1990
Reviewed/Revised: April 2005
Reviewed/Revised: September 20, 2011
Revised: April 15, 2014
Reviewed/Revised: November 17, 2020

3231 – Outside Activities of Staff

Staff members must avoid situations in which their personal interests, activities, and associations may conflict with the interests of the Agency. If such situations threaten a staff member's effectiveness within the school system or violate applicable law, the Agency Administrator shall evaluate the impact of such interest, activity, or association upon the staff member's responsibilities and take appropriate action as determined by the Agency Administrator consistent with applicable law.

Staff members should not give work time to an outside interest, activity, or association without prior authorization from the Agency Administrator.

Staff members shall not use Agency property or Agency time to solicit or accept customers for private enterprises without written administrative permission from the Agency Administrator.

Staff members shall not engage in business transactions on behalf of private enterprises in which s/he may profit by virtue of his/her official position or authority or benefit financially from confidential information which the employee has obtained or may obtain by reason of his/her position or authority.

Staff members may not accept fees for tutoring when such tutoring is conducted during the normal work day as established by the Agency.

Research and Publishing

- A. Professional staff members are encouraged to contribute articles to professional publications and to engage in approved professional research.
- B. Materials which might be considered for publication and/or production and which identify the Agency in any manner must be cleared with the Agency Administrator prior to publication and/or production.
- C. Rights and privileges pertaining to ownership of copyrights or patents of books, materials, devices, etc. developed by professional staff members while employed by the Agency shall be retained by the Agency, subject to the following provision and applicable law:
 1. Rights to copyrights or patents of books, materials, devices, etc. developed by professional staff members outside their regular workhours will be relinquished by the Board upon request of the staff member provided that:
 - a. the books, materials, devices, etc. were prepared without the use of Agency data, facilities, and/or equipment;
 - b. the Agency is granted the privilege of purchasing the materials or products free of any copyright or royalty charges;

- c. the staff member does not become involved in any way in the selling of the product to the Agency.

The final decision regarding whether materials were produced independently of any work assignment, and/or without using Agency equipment, facilities, data, or equipment rests with the Board.

Professional staff members who desire to publish or produce materials outside their regular work hours should make such action known to the Agency Administrator prior to the time such work is started in order that proper procedures can be established to assure that Agency interests and the interests of the staff member are protected.

In the event that any of these products have commercial possibilities, the Agency Administrator is authorized to secure copyrights, patents, etc. to ensure the ownership of the product by the Agency.

The Agency Administrator is authorized to negotiate with appropriate agencies for the production and distribution of products with commercial appeal.

17 U.S.C. 101 et seq.

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3235 – Jury Duty

Employees shall notify the Agency Administrator immediately upon receipt of a summons for jury duty. For each day of jury duty, employees shall be compensated regular wages, provided that such employees submit all jury duty per diem payments to the Agency.

Employees may retain their mileage reimbursement for travel to and from jury duty.

Adopted: April 17, 1990

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020

3236 – Child Abuse Reporting

As provided under Wisconsin Statute § 48.981 any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below.

A person required to report shall immediately inform, by telephone or personally, the county department or, in a county having a population of 750,00 or more, the department or a licensed child welfare Agency under contract with the department or the sheriff or city, village, or town police department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur. After making such a report, the person should also report the same to the District administrative personnel in the particular District where the alleged abused child attends.

Adopted: September 20, 2011

Revised: April 15, 2014

Reviewed/Revised: November 17, 2020

3237 – Worker’s Compensation

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

Some types of injuries suffered while at work may not be covered by worker’s compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:

1. Injuries because of a self-inflicted wound.
2. Injuries sustained because of an employee’s horseplay.
3. Injuries sustained while an employee does an activity of a strictly private nature.

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3238 – Work Stoppage

Employees of the Agency shall not engage in, condone, assist or support any strike or concerted slowdown, interruption, refusal to work, or stoppage of their usual duties for the Agency. In the event of a violation of this policy, the Agency may take whatever disciplinary action it deems appropriate up to and including dismissal.

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3242 – Tuition and Credit Reimbursement

Professional staff members shall receive up to \$300 per approved graduate credit, to a maximum of six (6) credits per two year period. However, if the employee is in an approved Master’s degree program and upon proof thereof, the employee shall be allowed a maximum of six (6) credits per work year while in the program. The amount reimbursed shall not exceed the actual cost per credit.

Employees who work less than 100% FTE will receive reimbursement prorated based on the percentage of time the employees are regularly scheduled to work.

Approval by the CESA 2 Agency Administrator is required prior to enrolling for the course. Courses completed by the employee on or before June 30 of the fiscal year shall count toward the credits for that fiscal year even if final grades, transcripts, and so forth do not arrive until after June 30. Employees must submit transcripts or grade reports within 30 days of their issuance to receive reimbursement. Reimbursement will only be given for credits indicating a “C-“ or better grade or a “Pass” in a Pass/Fail course.

The two year period for all reimbursement runs from July 1 to June 30 of odd numbered years (example: July 1, 2015 – June 30, 2017).

For Occupational Therapists, employees shall be reimbursed for costs for each 10 points earned toward continuing education requirements (OT Points) or for each academic credit earned, based on the state board approved certification system. The reimbursement per 10 OT points or each academic credit will not exceed the maximum per credit amount listed above. The maximum reimbursement will not exceed 60 approved OT points or six (6) approved academic credits combined per two work year period.

For Physical Therapists, employees shall be reimbursed for costs for each 12.5 continuing education credits earned, or each academic credit earned, based on the state board approved certification system. The cost per 12.5 continuing education credits or academic credit will not exceed the maximum per credit amount listed above. The maximum number of credits reimbursed will not exceed seventy-five (75) continuing education credits or six (6) academic credits combined per two work year period.

Adopted: March 26, 1991

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Reviewed/Revised: February 17, 2015

Reviewed/Revised: April 21, 2015

Reviewed/Revised: May 19, 2015

Reviewed/Revised: January 15, 2019

Reviewed/Revised: November 17, 2020

3243 – Professional Development

The Board of Control encourages opportunities for staff members to develop increased competence beyond that which they may attain through the performance of their assigned duties through attendance at professional meetings, seminars, workshops or trainings.

The Agency will reimburse approved expenses incurred in attending approved meetings, seminars, workshops or trainings as established by the agency.

For Employees involved in the Agency's Head Start Program

Employees providing services to the Head Start Program shall comply with the federal training and professional development requirements for the program.

These requirements include:

1. Staff completing a minimum of 15 clock hours of professional development per year. For teaching staff, such professional development must meet the requirements described in section 648A(a)(5) of the Head Start Act.
2. Training on methods to handle suspected or known child abuse and neglect cases, that comply with applicable federal, state, local and tribal laws;
3. Training for child and family services staff on best practices for implementing family engagement strategies in a systemic way, as described throughout this part;
4. Training for child and family services staff, including staff that work on family services, health, and disabilities, that builds their knowledge, experience, and competencies to improve child and family outcomes; and,
5. Research-based approaches to professional development for education staff, that are focused on effective curricula implementation, knowledge of the content in Head Start Early Learning Outcomes Framework: Ages Birth to Five, partnering with families, supporting children with disabilities and their families, providing effective and nurturing adult-child interactions, supporting dual language learners as appropriate, addressing challenging behaviors, preparing children and families for transitions (as described in subpart G of this part), and use of data to individualize learning experiences to improve outcomes for all children.

Additionally, the Agency's Head Start program shall include a research-based, coordinated coaching strategy for education staff that:

1. Assesses all education staff to identify strengths, areas of needed support, and which staff would benefit most from intensive coaching;
2. At a minimum, provides opportunities for intensive coaching to those education staff identified through the process in paragraph (c)(1) of this section, including opportunities

to be observed and receive feedback and modeling of effective teacher practices directly related to program performance goals;

3. At a minimum, provides opportunities for education staff not identified for intensive coaching through the process in paragraph (c)(1) of this section other forms of research-based professional development aligned with program performance goals;
4. Ensures intensive coaching opportunities for the staff identified through the process in paragraph (c)(1) of this section that:
 - i. Align with the program's school readiness goals, curricula, and other approaches to professional development;
 - ii. Utilize a coach with adequate training and experience in adult learning and in using assessment data to drive coaching strategies aligned with program performance goals;
 - iii. Provide ongoing communication between the coach, program director, education director, and any other relevant staff; and
 - iv. Include clearly articulated goals informed by the program's goals, as described in § 1302.102, and a process for achieving those goals; and,

Assessment results shall not be used to solely determine punitive actions for staff identified as needing support, without providing time and resources for staff to improve.

45 C.F.R. § 1302.92

Wis. Stats. § 118.24(5) (2009-10)

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3310 – Freedom of Speech in Non-Instructional Settings

The Board of Control acknowledges the right of its staff members, as citizens in a democratic society, to speak out on issues of public concern. However, that right is balanced against the interests of the Agency as an employer.

The following guidelines, which are not intended to be exhaustive, are adopted by the Board to help clarify and avoid situations in which the staff member's expression could conflict with the Agency's interests. In such situations, the staff member should:

1. State clearly that his/her expression represents personal views and not those of the Agency;
2. Refrain from expressions that would disrupt harmony among co-workers or interfere with the maintenance of discipline by school officials;
3. Not make threats or abusive or personally-defamatory comments about co-workers, administrators, or officials of the Agency;
4. Refrain from making public expressions which he/she knows to be false or are made without regard for truth or accuracy.

This policy includes speech by various means including, but not limited to, written, spoken and electronic means.

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3362.01 – Threatening Behavior toward Staff Members

The Board of Control believes that a staff member should be able to work in an environment free of threatening speech or actions.

Behavior prohibited by this policy consists of any words or deeds of a threatening, intimidating or bullying nature directed towards a staff member. Any student, parent, visitor, staff member or agent of this Board who is found to have violated this policy will be subject to discipline, up to and including dismissal, and may be reported to the appropriate law enforcement authorities.

Wis. Stat. § 947 (2009-10)

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3362.02 – Workplace Violence Prevention

CESA 2 is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, CESA 2 has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be threatening or dangerous to others.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment and especially harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the local supervisor or any other member of the Agency's administration. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, the person reporting should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Employees should not place themselves in peril. If an employee sees or hears a commotion or disturbance near his or her work station, he or she should not try to intercede or see what is happening.

CESA 2 will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities as warranted by the nature of the report.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of this policy will be subject to prompt disciplinary action up to and including dismissal from employment.

CESA 2 encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Agency administration before the situation escalates into potential violence.

Adopted: September 20, 2011
Reviewed/Revised: November 17, 2020

3415 – Retirement

Employees may resign employment for purposes of retirement from the Agency in accordance with the rules and regulations of the Wisconsin Retirement System and the Social Security System. Retirees may continue to participate in the various insurance programs of the Agency if eligible in accordance with state and federal law and the terms of the insurance program's plan documents.

Employees desiring to resign employment for purposes of retirement at the end of a school year are asked to notify the Agency Administrator by March 1st of that school year. A resignation for purposes of retirement cannot be rescinded by an employee once approved by the board.

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020



3418 – Wages

Wages will be established by the Board of Control in accordance with state law.

Payroll

The payroll of all employees of CESA 2 will be on a bi-weekly basis. The first payroll date for school year employees will be the first pay check in September. Payroll will be distributed through direct deposit.

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

Reviewed/Revised: February 15, 2022

3419 – Employment Grievance

Grievance Procedure

Purpose

The purpose of this Grievance Procedure is to provide a way for employees of CESA 2 (employer) to resolve grievances concerning discipline, termination, or workplace safety.

This Grievance Procedure is intended to comply with Wis. Stat. § 66.0509(1m). This procedure does not create a contract or 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 Grievance Procedure.

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 non-renewal for the purpose of the 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 nondisciplinary 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 of 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 an Agency workplace.

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 consequence 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 any time. 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.

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, 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. However, if the grievant is the Agency Administrator, or if the grievance arises out of action by the Board, the grievance must be given to the Board Chairperson.
- B. **Representative.** Any party involved in the grievance may have a representative present at all levels once the grievance has been filed in writing.
- C. **Initial 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, or unless the grievance arises out of action by the Board, in which case the response shall be provided by the Board. The written response 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 Initial Decision by the Agency Administrator or Board, the Grievant must file a written appeal with the Board Chairperson within seven (7) days of receipt of the Board decision or administrative decision requesting a hearing before an IHO. The hearing shall take place within a reasonable time.
- E. **Appeal of IHO's Decision.** If either party is dissatisfied by the decision rendered by the IHO, the dissatisfied party may file a written appeal with the Board Chairperson 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.

Procedure for Impartial Hearing

- A. Standard of Review. The standard of review to be applied by the IHO to an Initial Decision shall be as follows:
1. The review of an Initial Decision involving the termination or discipline of an employee shall require deference to the Initial Decision. The IHO shall apply the standard(s) established by applicable provisions of Board policy, handbook, contract and/or common law.
 2. The review of an Initial Decision concerning a workplace safety grievance shall require deference to the Initial 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.

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.

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.

Procedure of Board Review on Appeal of IHO's Decision.

- A. If either party is dissatisfied 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 Chairperson 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. In reviewing a decision concerning termination, or discipline, the Board shall apply the standard(s) established by applicable provisions of Board policy, handbook, contract and/or common law. In reviewing a decision concerning a workplace safety grievance, the Board shall apply the same standard as the IHO, and shall uphold the administrative decision 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.
- 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.
- F. 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.



Wis. Stat. § 66.0509(1m)

Wis. Stat. § 118.22

Wis. Stat. § 118.24

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020

3420 – Benefits

Eligibility

School-year employees (defined as those employees who are assigned to work 9 or 10 months in a given year), such as instructional staff, classroom aides, and specialized staff, who are regularly scheduled to work an average of 20 hours per week or more are eligible for dental insurance, long-term disability insurance, sick leave, emergency leave, and personal leave, subject to the terms of any applicable insurance policy selected by the Agency.

School-year employees who are paid on an hourly basis will receive paid holidays - see Policy 3439 - Holidays.

School year employees hired before February 1, 2019, who work 50% of full time (minimum of 20 hours per week) to 79% of full time will receive prorated sick leave, emergency leave, and personal leave based on the percentage of time these employees are regularly scheduled to work as compared to a full-time employee. Employees who work 80% to 100% will receive the full amount of sick leave, emergency leave, and personal leave. School-year employees hired after February 1, 2019 who work 50% of full time (minimum of 20 hours per week) to 99% of full time will receive prorated sick leave, emergency leave, and personal leave based on the percentage of time these employees are regularly scheduled to work as compared to a full-time employee.

Year-round employees (defined as those employees who are assigned to work 12 months in a given year), such as administrative staff, administrative services staff, and consultants, who work an average of 20 hours per week or more are eligible for dental insurance, long-term disability insurance, sick leave, emergency leave, and personal leave, subject to the terms of any applicable insurance policy selected by the Agency.

Year round employees hired before February 1, 2019 who work 50% of full time (minimum of 20 hours per week) to 79% of full time will receive prorated sick leave, emergency leave, and personal leave based on the percentage of time these employees are regularly scheduled to work as compared to a full-time employee. Employees who work 80% to 100% will receive the full amount of sick leave, emergency leave, and personal leave. Year-round employees hired after February 1, 2019 who work 50% of full time (minimum of 20 hours per week) to 99% of full time will receive prorated sick leave, emergency leave, and personal leave based on the percentage of time these employees are regularly scheduled to work as compared to a full-time employee.

Full-time year-round employees are eligible for vacation and paid holidays.

Substitutes and limited term employees are not eligible for any benefits.



Employees who work an average of 30 hours per week or more (as defined by the Affordable Health Care Act, as amended, and applicable regulations) are eligible for the health insurance.

For new hires, health and dental benefits will start on the employee's first day of work, subject to the terms of the applicable insurance policy.

The classification of school-year, year-round, and full time shall be provided by administrative rule.

Adopted: April 17, 1990
Reviewed/Revised: April 2005
Reviewed/Revised: September 20, 2011
Reviewed/Revised: July 17, 2012
Reviewed/Revised: June 17, 2014
Reviewed/Revised: August 15, 2017
Reviewed/Revised: January 15, 2019
Reviewed/Revised: November 17, 2020

3420 – Benefits - Administrative Rule

CESA 2 has a number of different categories of employees. For purpose of clarity in terms of benefits, the following categories are identified.

Year-round employees - Employees in this category are considered full-time when they are regularly scheduled to work 40 hours per week.

Head Start employees - Employees in this category are considered full-time when they are regularly scheduled to work 38 hours per week.

Drivers Education employees - Employees who are administration or office staff are considered full-time when they are regularly scheduled to work 40 hours per week. Drivers Education instructors are reimbursed on a stipend basis and are not eligible for benefits.

JEDI employees - Employees who are administration or office staff are considered full-time when they are regularly scheduled to work 230 days per school year.

Transition Improvement Grant employees - Employees in this program are considered full-time when they are regularly scheduled to work 220 days per school year.

Reviewed/Revised: November 17, 2020

3420.01 – Medical / Dental Insurance

The CESA #2 Board of Control will determine the percentage of CESA #2's contribution to medical and dental premiums prior to July 1st of each year, subject to the terms of any contract with the insurance carrier and applicable provisions of the insurance plan. The choice of carrier will be at the Board's discretion.

An open enrollment period will be held each year for employees. Employees will be notified each year of the annual open enrollment period. Coverage for employees who enroll in this time period will begin January 1st, subject to the terms of any contract with the insurance carrier and applicable provisions of the insurance plan.

For employees that are eligible for dental insurance but are not full-time employees, CESA #2 will pay a prorated amount of CESA #2's premium contribution based on the percentage of time these employees are regularly scheduled to work as compared to a full-time employee.

Adopted: April 17, 1990
Reviewed/Revised: April 2005
Reviewed/Revised: September 20, 2011
Reviewed/Revised: June 17, 2014
Reviewed/Revised: January 13, 2015
Reviewed/Revised: August 18, 2015
Reviewed/Revised: November 17, 2020

3420.03 – Long Term Disability Insurance

The Agency will provide its employees with long term disability insurance coverage to provide income protection in the event of a disability. The Agency has the right to select the carrier for that policy. The Agency will pay 100% of the premium, unless otherwise determined by the Board of Control.

Adopted: April 17, 1990

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020



3420.04 – Group Life Insurance

CESA 2 will provide life insurance for all eligible employees. The eligibility requirements for the life insurance plan follow the Wisconsin Retirement System eligibility requirements. Life insurance coverage begins six months after the first day of work for new employees.

Basic Plan: Provides coverage in the amount of the employee's total yearly wages and is paid 100% by the employer.

Additional Coverage: Provides one additional unit or two additional units of coverage and is paid 100% by the employee.

Spouse and Dependents: Unit 1 - Provides \$10,000.00 coverage for spouse and \$5,000.00 for each dependent and is paid for by the employee. Units I and II - Provides double the coverage of unit 1 and is paid for by the employee.

Employees not desiring coverage must file a waiver of participation.

Eligibility and benefits are subject to the terms of the applicable insurance plan.

Adopted: April 17, 1990
Reviewed/Revised: April 2005
Reviewed/Revised: September 20, 2011
Reviewed/Revised: July 17, 2012
Reviewed/Revised: May 19, 2015
Revised: September 15, 2015
Reviewed/Revised: November 17, 2020

3420.05 – Wisconsin Retirement System

All eligible employees will pay the employee share of retirement. CESA 2 will pay the employer share of retirement for eligible employees. Eligibility and amount of payments shall be determined by applicable law.

Employees who have worked more than five (5) years for CESA 2 shall, commencing with their 6th and ending after the 10th year of employment, will receive an additional one (1) percent employer contribution to the Wisconsin Retirement System based on eligible wages earned by such employees during such time period. Employees who have worked more than ten (10) years for CESA 2 shall, commencing with the 11th and ending after the 15th year of employment, receive an additional one (1) percent employer contribution to the Wisconsin Retirement System, thereby bringing the total additional contributions to two (2) percent employer contribution based on eligible wages earned by such employees during such time period. Employees who have worked more than fifteen (15) years for CESA 2 shall, commencing with their 16th and ending after the 20th year of employment, will receive an additional one (1) percent employer contribution to the Wisconsin Retirement System, thereby increasing the total additional contributions to three (3) percent employer contribution based on eligible wages earned by such employees during such time period. Employees who have worked more than twenty (20) years for CESA 2 shall, commencing with their 21st year of employment, receive an additional one (1) percent employer contribution to the Wisconsin Retirement System, thereby increasing the total additional contributions to four (4) percent employer contribution based on eligible wages earned by such employees during such time period. Such additional contributions shall be made subject to the rules and regulations of the Wisconsin Department of Employee Trust Funds.

Adopted: April 17, 1990
Reviewed/Revised: April 2005
Reviewed/Revised: September 20, 2011
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Reviewed/Revised: June 17, 2014
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3420.06 – Social Security and Medicare Taxes

CESA 2 employees are covered by Social Security, which is paid by both the employee and employer in accordance with applicable law.

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3430 – Family and Medical Leave

FAMILY AND MEDICAL LEAVE POLICY

The Agency 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 Executive Director of Operations. 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 leave 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 leave, 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 for more than 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 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 Executive Director of Operations.

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:

- 2 weeks for the employee's own serious health condition
- 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
- 6 weeks to care for the employee's child after birth or adoption

The Agency will calculate the federal FMLA 12-month period as the calendar year. 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 service member who is the employee's spouse, parent, child or "next of kin" who is covered servicemember. A covered servicemember is a current member of the Armed Forces (including National Guard or Reserves) or a covered veteran who is undergoing medical treatment, recuperation, or therapy (or, for current members, is otherwise in outpatient status or on the temporary disability retired list) for a serious injury or illness. In the case of a current member, a "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty in the Armed forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty and that may render the servicemember medically unfit to perform his or her duties.

In the case of a covered veteran, a "serious injury or illness" is the same as for a current member except that it must also meet any one of the following requirements: it must be (1) an injury that forms the basis for the veteran's enrollment in the VA's program of Comprehensive Assistance for Family Caregivers, (2) a physical or mental condition that substantially impairs the veteran's ability to work because of disability or disabilities related to military service, or would do so absent treatment, (3) a physical or mental condition for which the veteran has received a VASRD of 50 percent or greater, and the need for military caregiver leave is related to that condition; or (4) a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating. 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 if 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.

DEFINITIONS OF "CHILD" AND "PARENT"

Under both state and federal FMLA laws, "child" means biological, adopted or foster child, step child, or legal ward. Under federal FMLA law, "child" also includes a child for whom the employee provides day to day care and financial support. Under both state and federal FMLA laws, a "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 (federal FMLA) or serious health condition (Wisconsin FMLA). Under both state and federal laws, "parent" means biological parent, foster parent, adoptive parent, or step parent. Under federal FMLA law, "parent" includes an individual who was responsible for the day-to-day care and financial support of the employee when the employee was a child, but does not include parents of an employee's spouse or domestic partner. Under state FMLA law, "parent" includes parents of an employee's spouse or domestic partner.

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) (Under the Wisconsin FMLA, the requirement for more than three (3) consecutive calendar days of incapacity does not apply.);
2. Any period of incapacity due to pregnancy or prenatal care;
3. Any period of incapacity or treatment for such incapacity due to a 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.

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 Executive Director of Operations for FMLA request forms. Normal call-in procedures must also be followed for all FMLA absences. If an employee does not expressly request family or medical leave, but requests leave for a reason that might qualify as family or medical leave, the Agency may provide the employee with a leave request form to fill out and return to Executive Director of Operations, 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 completed certification, except in extenuating circumstances. If an employee fails to provide adequate certification in a timely manner, the employee's leave request of continuation of leave may be delayed or denied altogether. The Agency may directly contact the employee's health care provider for authentication or clarification purposes using a health care professional, an HR

professional, leave administrator or management official. The Agency may also require clarification of an incomplete or insufficient certification. Before the Agency makes direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification as required by law.

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. The Agency may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. 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.

RECERTIFICATION

The Agency may request recertification for the serious health condition of the employee or the employee's family member as allowed by law. In seeking recertification, the Agency may provide the employee's health care provider with the employee's attendance records and to confirm whether the employee's absences are consistent with the employee's serious health condition.

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 federal 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. To the extent an employee has control, medical appointments and treatments related

to a serious health condition should be scheduled outside of working hours or at such times that allow for minimal amount of time away from work. 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:
 - 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
 - transfer temporarily to an available alternative 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 a semester, special rules apply:
 - If 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.

- 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.
- 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.
- 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

Use Of Paid Leave

FMLA leave is unpaid leave. However, employees have the right or employers may require in certain cases, that the employee use accrued paid leave during FMLA leave. During any portion of leave covered by the WFMLA, the employee may elect to or not to use paid leave. When paid benefits are substituted for the otherwise unpaid time, the employee is using the benefits concurrently with FMLA leave, and those benefits will not be available to the employee later. When paid benefits are substituted, the employee may be required to satisfy any procedural requirements of the Agency's paid leave policy (for example, advance notice to use paid leave, use of paid leave in established increments, etc.). If an employee does not meet qualifications to use paid leave, that will not affect the employee's ability to use FMLA leave if the leave qualifies as FMLA leave.

During any portion of leave that is covered by the federal FMLA only, the Agency may restrict the use of paid time as allowed by law.

In cases where substitution of a paid benefit is not possible, the employee will generally receive reduced compensation consistent with the number of hours the person actually works.

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 retroactive to the date coverage was last paid for. The Agency will provide 15 days' notification prior to the employee's loss of coverage.

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.

Benefit Accruals

If an employee substitutes accrued paid leave for unpaid FMLA leave in order to remain fully compensated, the employee will continue to accrue paid time off at the rate at which the employee accrued such time prior to leave. If the leave is partially paid, the employee will accrue paid time off at a prorated rate. Once the employee stops receiving pay, the employee will no longer accrue paid time off during an FMLA leave. 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 Executive Director of Operations regarding other benefit continuation provisions.

Worker's Compensation Absences

When an employee is absent due to a work-related illness or injury which meets the definition of a serious health condition, the absence will be counted against the employee's allotment of FMLA leave under federal law. In other words, the employee is using federal FMLA leave concurrently with the worker's compensation absence.

Early Return From Leave

An employee who wishes to return to work earlier than originally anticipated should provide at least two days' notice of such request. A fitness for duty certification may be required.

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 Executive Director of Operations 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.

Extension of Leave

You may submit requests for additional unpaid extensions of leave to Human Resources. The Agency reserves the right to accept or deny these requests as well as the right to request a doctor's certificate prior to granting any extension.

"Key Employees"

Certain "key employees" as defined by law may not be eligible for reinstatement to their jobs or equivalent positions following a leave if reinstatement would cause the Agency hardship.

Federal Family and Medical Leave Act - 29 U.S.C. 2601, et. seq.

Federal Family and Medical Leave Act Regulations - 29 C.F.R. Part 825

Wisconsin Family & Medical Leave Act - Wis. Stats. § 103.10

Wisconsin Family & Medical Leave Act Regulations - Wis. Admin. Conde DWD 225



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3430.01 – Unpaid Leave of Absence

The CESA 2 Board of Control believes that both school year and full year employees have a primary commitment to duties and responsibilities. Therefore, requests for unpaid personal leave time shall only be approved by the Agency Administrator or designee sole discretion based on highly unusual mitigating circumstances.

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3430.02 – Military Leave

All military leave requests and granted leaves will conform to federal and state laws.

Adopted: September 20, 2011

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3430.03 – Vacation and Paid Leave Benefits

Full-time, year-round employees are entitled to paid vacation time. The amount of paid vacation time employees receive each fiscal year (July 1 to June 30) increases with the length of their employment as shown in the following schedule:

1. For the first four years of employment, the employee is entitled to ten (10) vacation days each year.
2. For the fifth year, the employee is entitled to fifteen (15) vacation days each year.
3. At the sixth year and thereafter, the employee is entitled to add one (1) vacation day per year to the employee's fifteen (15) vacation days each year up to a maximum of twenty (20) vacation days each year.

Vacation days must be taken during the fiscal year or by September 15th of that calendar year. Vacation days that are not used by that time shall be forfeited. All vacations shall be scheduled with the Agency Administrator's office to ensure the Agency's ability to conduct business.

Employees During their First Twelve Months of Employment

If CESA 2 employment ends prior to the conclusion of the employees's first twelve (12) months of employment, vacation time will be prorated according to the length of the employee's employment. Vacation that has already been used by the employee beyond the prorated amount will be deducted from the employee's final paycheck.

Employees Resigning or Terminated

A maximum of ten (10) days' accrued but unused vacation will be paid out to an employee who leaves employment with CESA 2.

Sick Leave

Year-round and school year employees are entitled to ten (10) days of sick leave per year (pro-rated for part-time employees) accumulating to a total one hundred and twenty (120) days. Any amount of sick leave in excess of 120 days is forfeited.

Sick leave may be used to care for an employee's ill spouse, domestic partner, parents or mother or father in-laws, as well as for ill child(ren) and the employee's own illness.

Employees are eligible for sick leave as established by policy and rule 3420.

Accrued but unused sick leave will not be paid out to employees upon their separation from employment.

Personal Leave

Year-round CESA 2 employees shall be allowed three (3) days of personal leave each year without accumulation, not to be deducted from sick days.

School-year employees shall be allowed two (2) days of personal leave each year without accumulation. Personal leave shall not be taken on in-service, professional, or workshop days immediately following or preceding school vacations, holidays, or during the last two weeks of school, unless approved in advance by the Agency Administrator.

Employees are eligible for personal leave as established by policy and rule 3420. Personal leave requests must be filed with the Agency Administrator or supervisor 48 hours prior to the leave, unless the Agency Administrator, in his/her sole discretion, approves a request with less notice. Personal days must be taken before June 30th of that fiscal year or they are forfeited.

Accrued but unused personal leave will not be paid out to employees upon their separation from employment.

Emergency Leave

Employees are entitled to three days of emergency leave per year with the approval of the Agency Administrator. These days are deducted from sick leave. An emergency is defined as either a critical illness in the immediate family, as defined under funeral leave below, that wouldn't ordinarily be covered by sick leave, serious property loss, or unforeseen circumstances which would prevent the employee's performance of duties.

Employees are eligible for emergency leave as established by policy and rule 3420.

Funeral Leave

CESA 2 full-time employees may take up to three (3) days paid funeral leave per death of members of the employee's immediate family. Additional paid leave days may be granted at the discretion of the Agency Administrator. Immediate family shall include spouse, domestic partner, children, stepchildren, parents, step-parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandparents-in-law, or grandchildren. CESA 2 full-time employees may take one (1) day of funeral leave per death of an aunt, uncle, niece or nephew. Paid funeral leave for any other person than those listed above shall be granted at the sole discretion of the CESA 2 Agency Administrator.

Requesting Leave

Employees must use the employee absence management system to request leaves electronically.



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Reviewed/Revised: January 15, 2019
Reviewed/Revised: November 17, 2020
Reviewed/Revised: June 21, 2022

3439 – Holidays

CESA 2 will grant time off to eligible employees on the holidays listed below as approved by the Board of Control.

Paid Holidays - Full-time Year-Round Employees

Full-time year-round employees shall receive holiday pay for the following:

Labor Day

Thanksgiving Day

The day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

The Friday before Easter

Memorial Day

The 4th of July

If Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, or the 4th of July fall on a Saturday or Sunday, the closest Friday or Monday shall be considered the holiday instead. If both Christmas holidays fall on the weekend, the preceding Friday and the following Monday shall be holidays.

For hourly full-time, year-round employees, if the holiday falls on a weekday when the employee is regularly scheduled to work, the employee shall be paid for his or her normal number of hours of work on that day of a regular workweek and the employee does not have to work that day. If the employee's daily hours vary during the five-day workweek, and he or she is not regularly scheduled to work on that day of the workweek when the holiday falls, the employee will not receive holiday pay.

Paid Holidays - Hourly School-Year Employees

Paid holidays for all hourly school-year employees shall include:

Labor Day

Thanksgiving Day

The day after Thanksgiving



Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

The Friday before Easter

Memorial Day

If Christmas Eve Day, Christmas Day, New Year's Eve Day, or New Year's Day, fall on a Saturday or Sunday, the closest Friday or Monday shall be considered the holiday instead. If both Christmas holidays fall on the weekend, the preceding Friday and the following Monday shall be holidays.

If the holiday falls on a weekday when the employee is regularly scheduled to work, the employee shall be paid for his or her normal number of hours of work on that day of a regular workweek and the employee does not have to work that day. If the employee's daily hours vary during the five-day workweek, and he or she is not regularly scheduled to work on that day of the workweek when the holiday falls, the employee will not receive holiday pay.

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3440 – Travel Expense Reimbursement

CESA 2 staff shall be reimbursed upon presentation of an itemized expense voucher for approved actual travel expenses as per contractual agreement or by authorization and direction of the Agency Administrator. All vouchers must be accompanied by supporting itemized receipts. Vouchers must be submitted within 30 days of the incurrence of the expense. Whenever possible, said expenses will be reimbursed by the school entering into a contract with the Agency or from another funding source. Otherwise, CESA 2 shall reimburse the staff member for the expense. The Agency Administrator shall be empowered to allow CESA 2 directors and consultants to attend out-of-state meetings related to present or future CESA 2 projects, provided adequate funding is available. The Board of Control Chairperson shall approve the Agency Administrator's travel expenses.

Mileage will be paid for approved travel required as part of the employee's work responsibilities for CESA 2. Such reimbursement will be at the IRS automobile mileage rate in effect at the time the expense was incurred. Mileage will not be paid for travel to and from an employee's home and regularly scheduled place of work. When employees must begin or end their work day at a location other than their regularly scheduled place of work, mileage may be claimed for that distance which exceeds the distance between the employee's home and regular place of work.

Staff will be reimbursed for any miles accrued during travel between schools during the work day. Specifically identified staff may be offered the option of the use of a leased car with a gas card.

Expenses for district-related attendance at conventions, conferences, seminars, etc., for professional growth that are pre-approved by the Agency Administrator shall also be reimbursed.

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Reviewed/Revised: November 17, 2020

3500 – Return of Property

Upon resignation, retirement or termination, employees shall return all digital devices, equipment, technology, and software issued by CESA 2. CESA 2 reserves the right to collect from such employees the cost of any such property not returned at the end of employment. Employees may have the option to purchase such digital devices, equipment, technology, and software at the discretion of the Agency Administrator.

Adopted: September 20, 2011

Reviewed/Revised: November 17, 2020



3501 – Use of Agency Property for Personal Use

Agency owned or leased property should not be used for personal use except upon full and accurate advance disclosure by the employee and with specific authorization by the Agency Administrator or designee.

Adopted: March 20, 1990

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

3502 – Leased Vehicles

CESA 2 may provide leased vehicles for specific members of staff to use for business purposes. Only approved drivers may operate a CESA 2 leased vehicle. Drivers of the leased vehicles must possess a valid United States driver's license issued by the Department of Motor Vehicles from the driver's state of residence. Said license must be for the lawful operation of the particular leased vehicle to be used. Said license must not have been suspended or revoked in the three years prior to the employee's use of a leased vehicle.

Drivers shall operate leased vehicles in accordance with applicable state and federal laws. Drivers shall disclose any medical conditions (e.g. broken limbs, sprained joints, concussion, influenza) that may impair the individual's ability to drive safely. Drivers shall disclose any instances of driving violations of law or changes to the drivers' driving status.

All traffic violations and citations are the sole responsibility of the driver. Drivers shall not text, email, or use a hand-held telephone or communications device while using a CESA 2 leased vehicle.

Failure to adhere to the policy for leased vehicles will result in the suspension or termination of driving privileges of CESA 2 leased vehicles.

Stolen Vehicle

If the Agency provided vehicle is stolen, employees must report the theft immediately to the local police and to the Agency Administrator. The employee must obtain a copy of the police report and provide it to the Agency Administrator.

Any attempted break-in or theft of items from an Agency vehicle must be reported to the local police department and the Agency Administrator. The employee must obtain a copy of the police report and provide it to the Agency Administrator. If not included in the police report, the employee must provide the following information to the Agency Administrator:

- The name, badge and precinct number of the law enforcement officer(s) responding to the employee's call.
- A list by model and serial number of any CESA 2 property that was stolen.
- The date and location of where the theft occurred.

Approved: January 15, 2013

Revised: November 14, 2017

Reviewed/Revised: November 17, 2020

3600 – Inclement Weather and Other Emergencies

The Agency Administrator and/or designee has the sole authority to close the business operations of the Agency, including satellite offices, due to inclement weather or other emergencies. Delayed openings of the office may occur up until 10:00 am. If the office is not opened by 10:00 am, it will be closed for the entire day.

Employees will be notified of Agency office closures via a telephone-calling tree, electronically, or by designated local media.

If the Agency Administrator closes the CESA 2 office for the day: staff working in the office will be compensated for the time they would regularly be scheduled to work that day.

A CESA 2 employee who has previously requested and been granted paid leave status in accordance with CESA 2 policy will maintain his or her paid leave time for the time of such closure.

If an employee does not report to work because of inclement weather: It is the responsibility of the employee to notify the Agency Administrator. Employees shall work or use emergency, personal, or vacation days to be compensated.

When a school district cancels a work day due to inclement weather or other emergency conditions for either a full or partial day, CESA 2 employees shall work as scheduled by the school district. If the local district schedule make-up days, CESA 2 employees are required to work the make-up days. A CESA 2 employee who has previously requested and been granted paid leave status in accordance with CESA 2 policy will maintain his or her paid leave time for the time of such school district closure, if the canceled work day would otherwise have been paid.

Adopted: April 17, 1990

Reviewed/Revised: April 2005

Reviewed/Revised: September 20, 2011

Reviewed/Revised: November 17, 2020

Reviewed/Revised: February 15, 2022

4000 – Access to Public Records

The CESA 2 Board of Control will comply with state laws and regulations relating to access to public records consistent with the conduct of Agency business.

The Cooperative Educational Service Agency 2 (CESA 2) provides services and support to its member school districts throughout Dane, Green, Jefferson, Kenosha, Racine, Rock and Walworth counties in southern Wisconsin. CESA 2 is governed by section 116.01 of Wisconsin State Statutes. The CESA 2 Board of Control acts as the governing body for the agency. The eleven-member board is made up of a delegate from each of the eleven geographical clusters that make up CESA 2's region. Each member of the CESA 2 Board of Control is a member of his or her local school board. Delegates are elected during the annual CESA delegate convention.

This policy shall serve as the public records notice and shall be placed in a prominent and conspicuous location in the main office so that it can be viewed and inspected by any member of the public. In addition, individual copies of this policy will be made available to any person who requests such copy.

The legal custodian of all records of the Agency and its satellite offices shall be the Agency Administrator or designee. The legal custodian shall cause to be kept and maintained all records of the Agency and shall in every manner be vested with full legal power and render decisions and carry out the duties of all Agency authorities. The legal custodian is responsible for the maintenance of all CESA 2 records under his/her charge and is vested with full legal power to render decisions and carry out duties under the public records law. The legal custodian may deny access to records only in accordance with state law. The legal custodian shall be authorized and encouraged to consult with CESA 2's legal counsel in determining whether to deny access to a record in whole or in part.

Individuals may have access to public records maintained by the Agency and its satellite offices in accordance with state law and the procedures outlined below.

A. Access to Records

1. The public may obtain information and access to public records, make requests for records or obtain copies of records at the CESA 2 Agency Office, 1221 Innovation Drive, Suite 205, Whitewater, WI 53190 between the hours of 8:00 a.m. and 4:00 p.m. on all days other than holidays, Saturdays and Sundays.
2. The legal custodian shall provide any person authorized to inspect or copy a record with facilities comparable to those used by employees to inspect, copy and abstract the record during regular office hours.

3. The legal custodian may impose reasonable restrictions on the manner of access to an original record if the record is irreplaceable or easily damaged.

B. Requests for Access to Records

1. All requests to inspect or copy a public record shall be made to the legal custodian.
2. A request is deemed sufficient if it reasonably describes the requested record or the information to be requested. However, a request for a record without a reasonable limitation as to subject matter or length of time represented by the record does not constitute a sufficient request. A request may be made orally, but a request must be in writing before an action to enforce the request is commenced under state law.
3. Except as otherwise provided by state law, no request may be denied because the person making the request is unwilling to be identified or state the purpose of the request.
4. Except as otherwise provided by state law, no request may be denied because the request is received by mail, unless payment of a fee is required.
5. A requester may be required to show acceptable identification whenever the requested record is kept at a private residence or whenever security reasons or federal law or regulations so require.
6. The legal custodian shall, on a case-by-case basis, determine whether inspection of public records is allowed. The custodian shall consider provisions outlined in state law when making such determinations and must weigh the competing interests involved and determine whether permitting inspection would result in harm to the public interest which outweighs the public interest in allowing access.
7. The legal custodian shall, upon request for any record, as soon as practicable and without delay, either fill the request or notify the requester of his/her denial of the request in whole or in part.
 - a) If a request is made orally, the legal custodian may deny the request orally unless a demand for a written statement of the reasons denying the request is made by the requester within five business days of the oral denial.

- b) If the legal custodian denies a written request in whole or in part, the requester shall receive from the legal custodian a written statement of the reasons for denying the written request.

Every written denial of a request shall inform the requester that if the request for the record was made in writing, then the determination is subject to review upon petition for a writ of mandamus under state law or upon application to the Attorney General or a district attorney.

C. Fees

1. The legal custodian may impose a fee upon the requester of a copy of a record which may not exceed the actual, necessary and direct cost of reproduction and transcription of the record unless a fee is specifically otherwise established or authorized to be established by law.
2. Except as otherwise provided by law or as authorized to be prescribed by law, the legal custodian may impose a fee upon the requester of a copy of a record for the actual, necessary and direct cost of photographing and photographic processing if the custodian provides a photograph of a record, the form of which does not permit copying.
3. Except as otherwise provided by law or as authorized to be prescribed by law, the legal custodian may impose a fee upon a requester for locating a record, not exceeding the actual, necessary and direct costs of location, if the cost is \$50 or more.
4. The legal custodian may impose a fee upon a requester for the actual, necessary and direct costs of mailing or shipping any copy or photograph or a record which is mailed or shipped to the requester.
5. The legal custodian may require prepayment by a requester of any fee or fees imposed if the total exceeds \$5.
6. The legal custodian may provide copies of a record without charge or at a reduced charge where the legal custodian determines that waiver or reduction of the fee is in the public interest.
7. Elected officials and Agency employees shall not be required to pay for public records they may reasonably require for the proper performance of their official duties.

8. The legal custodian may not sell or rent a record containing an individual's name or address of residence unless specifically authorized by state law. The collection of fees as outlined above is not a sale or rental under these procedures.
- D. Public access to records may be denied as permitted by law. Such limitations include the following:
1. As provided by 19.36 of the Statutes, the following records are exempt from disclosure:
 - a. Records specifically exempted from disclosure by state or federal law or authorized to be exempt from disclosure by state law.
 - b. Computer programs as defined by statute, although the material used as input for a computer program or the material produced as a product of the computer program is subject to the right of examination and copying, except as otherwise provided by law.
 - c. A record or any portion of a record containing information qualifying as a trade secret, as that term is defined by statute.
 2. If a record contains information that may be made public and information that may not be made public, the legal custodian shall provide the information that is subject to disclosure and delete the information that is not subject to disclosure from the record before release.
- E. Local Public Officials
- In accordance with Wis. Stat. § 19.34 (1), the following is a list of the positions of the authority that constitute "local public officials," as defined by the Wisconsin Public Record Law:
1. Board of Control members
 2. Agency Administrator
 3. Executive Directors
 4. Senior Directors

NOTICE TO EMPLOYEES OF LEGAL CUSTODIAN

In accordance with Wis. Stat. § 19.33(4), please note that the Board of Control has designated the Agency Administrator (or his/her designee) as the legal custodian of the public records and property of CESA 2. The legal custodians or their designees are vested by CESA 2 with full legal power to render decisions and carry out the duties of CESA 2 under the public records and property law. The legal custodians or their designees are authorized to consult with CESA 2's legal counsel regarding custodian responsibilities.

Wis. Stat. s. 19.31 - 19.37

Wis. Stat. s. 116.035

Adopted: March 17, 1998

Reviewed/Revised: January 2006

Reviewed/Revised: March 19, 2013

Reviewed/Revised: March 16, 2021

4001 – Education Records

The Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the privacy of a student’s education records. In compliance with FERPA, CESA 2 does not disclose personally identifiable information contained in student records, except as authorized by law.

FERPA affords parents and students who are 18 years of age or older (“eligible students”) certain rights with respect to the student’s education records. These rights are:

1. The right to inspect and review the student’s education records within 45 days after the day CESA 2 receives a request for access.

Parents or eligible students who wish to inspect their child’s or their education records should submit to the Agency Administrator a written request that identifies the records they wish to inspect. The Agency Administrator will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA.

Parents or eligible students who wish to ask CESA 2 to amend their child’s or their education record should write the Agency Administrator, clearly identify the part of the record they want changed, and specify why it should be changed. If CESA 2 decides not to amend the record as requested by the parent or eligible student, CESA 2 will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before CESA 2 discloses personally identifiable information (PII) from the student’s education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official typically includes a person employed by CESA 2 as an administrator, supervisor, instructor, or support staff member or a person serving on the Board of Control. A school official also may include a volunteer, contractor, or consultant who, while not employed by CESA 2, performs an institutional service or function for which CESA 2 would otherwise use its own employees and who is under the direct control of CESA 2 with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical

consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, CESA 2 discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by CESA 2 to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

An educational record is any record (electronic, handwritten, print, magnetic tape, film, diskette, etc) maintained by CESA 2 and from which a student can be personally identified. There are certain exceptions to educational record, which include, but are not limited to, sole possession records or private notes held by school officials that are not accessible or released to other persons or groups.

FERPA permits the disclosure of PII from student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Instances where CESA 2 may disclose PII without obtaining prior written consent of the parents or the eligible student include the following:

- To other school officials within CESA 2 who have legitimate educational interest.
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34.
- To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the Wisconsin Department of Public Instruction.

- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38.
- To organizations conducting studies for, or on behalf of, CESA 2, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met.
- To accrediting organizations to carry out their accrediting functions.
- To parents of an eligible student if the student is a dependent for IRS tax purposes.
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met.
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36.
- Information CESA 2 has designated as "directory information" if applicable requirements under § 99.37 are met.

Requests to review educational records must be made in writing and presented to the Agency Administrator at the CESA 2 Agency Office, 1221 Innovation Drive, Suite 205, Whitewater, WI 53190 between the hours of 8:00 a.m. and 4:00 p.m. on all days other than holidays, Saturdays and Sundays.

20 U.S.C. s. 1232f - 1232i
34 C.F.R. Part 99

Adopted: March 16, 2021

Appendix