

# *EMPLOYEE HANDBOOK*

Date/Part/ Section/Change/Page

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6/10/2013	Co-Curricular Staff
9/9/2013	Provision Applicable To All Staff / Alternate-Benefit Plan (ABP) in Lieu of Health Insurance
4/14/2014	Provision Applicable To All Staff /Bereavement Leave /Immediate Family
5/13/2014	Expense Reimbursement/Meals
6/9/2014	Provision Applicable To All Staff/Health Insurance
6/9/2014	Salary/Wage
6/9/2014	Communications/Limited Electronic Communications with Students
7/14/2014	Health Insurance/ K. Premium Contributions
8/11/2014	Co-Curricular Staff
8/11/2014	Expense Reimbursement
10/12/2015	Co-Curricular Pay Schedule
1/12/2016	Salary Deferrals –Tax Sheltered Annuities (TSA)
1/28/2016	Staff Complaint Procedure
8/8/2016	Bone marrow and Organ Donor Leave
12/12/2016	Co-Curricular Add Asian Society Club
12/12/2016	Bereavement Leave
2/13/2017	Co-Curricular Add MS/JH Activates Director
3/13/2017	Overused PTO Leave
6/19/2019	Teachers Preparation Time
12/12/2022	Expense Reimbursement/Meals
07/27/2023	Extra-Curricular Pay Schedule

## Table of Contents

<b>PART I – PROVISIONS APPLICABLE TO AL</b>	<b>5</b>
<b>PART I- PROVISIONS APPLICABLE TO ALL STAFF</b>	<b>6</b>
<b>1.01 ABOUT THIS HANDBOOK</b>	<b>7</b>
<b>SECTION 2. EMPLOYMENT LAW</b>	<b>9</b>
<b>SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS</b>	<b>12</b>
<b>SECTION 4. MANAGEMENT RIGHTS</b>	<b>36</b>
<b>SECTION 5. GRIEVANCE PROCEDURES</b>	<b>37</b>
<b>SECTION 6. COMPLAINT PROCEDURE</b>	<b>39</b>
<b>SECTION 7. PAY PERIODS</b>	<b>40</b>
<b>SECTION 8. COMPENSATION AND EXPENSE REIMBURSEMENT</b>	<b>41</b>
<b>SECTION 9. WORKER’S COMPENSATION</b>	<b>42</b>
<b>SECTION 10. PAID TIME OFF LEAVE (PTO)</b>	<b>43</b>
<b>SECTION 11. PAID VACATION</b>	<b>44</b>
<b>SECTION 12. JURY DUTY LEAVES</b>	<b>46</b>
<b>SECTION 13. BEREAVEMENT LEAVE</b>	<b>46</b>
<b>SECTION 14. UNIFORMED SERVICES LEAVE</b>	<b>47</b>
<b>SECTION 15. BENEFITS APPLICABLE TO ALL EMPLOYEES</b>	<b>48</b>
<b>SECTION 16. WORK STOPPAGE</b>	<b>54</b>
<b>SECTION 17. CONFORMITY TO LAW</b>	<b>54</b>
<b>SECTION 18. QUALITY IMPROVEMENT COMMITTEES</b>	<b>54</b>
<b>SECTION 19. BONE MARROW AND ORGAN DONOR LEAVE</b>	<b>55</b>
<b>PART II- STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.22, WIS. STATS. AND PROFESSIONAL/EXEMPT NON-SUPERVISORY EMPLOYEES</b>	<b>56</b>
<b>SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL</b>	<b>57</b>
<b>SECTION 2. PROFESSIONAL HOURS/WORKDAY</b>	<b>58</b>
<b>SECTION 3. TEACHER SUPERVISION AND EVALUATION</b>	<b>59</b>
<b>SECTION 4. TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS</b>	<b>61</b>
<b>SECTION 5. REDUCTION IN FORCE, POSITIONS &amp; HOURS</b>	<b>62</b>
<b>SECTION 6. PROFESSIONAL COMPENSATION</b>	<b>63</b>
<b>PART III- NON-EXEMPT STAFF WITHOUT INDIVIDUAL CONTRACTS UNDER § 118.22, WIS. STATS. OR § 118.24, WIS. STATS.</b>	<b>66</b>
<b>SECTION 1. DISCIPLINE AND DISCHARGE</b>	<b>67</b>
<b>SECTION 2. HOURS OF WORK AND WORK SCHEDULE</b>	<b>67</b>
<b>SECTION 3. REDUCTION IN FORCE, POSITIONS &amp; HOURS</b>	<b>70</b>
<b>SECTION 4. ASSIGNMENTS, VACANCIES AND TRANSFERS</b>	<b>72</b>
<b>SECTION 5. HOLIDAYS</b>	<b>73</b>
<b>SECTION 6. WAGE COMPENSATION AND EXPENSES</b>	<b>74</b>
<b>SECTION 7. JOB RELATED TRAINING AND LICENSURE</b>	<b>76</b>
<b>SECTION 8. EMPLOYEE EVALUATIONS</b>	<b>76</b>
<b>SECTION 9. RESIGNATION FROM EMPLOYMENT</b>	<b>77</b>

<b>PART IV- STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.22, WIS. STATS., EXECUTIVE, ADMINISTRATIVE AND ACADEMIC ADMINISTRATIVE EMPLOYEES</b>	<b>78</b>
<b>SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL</b>	<b>79</b>
<b>SECTION 3. WORK SCHEDULES</b>	<b>80</b>
<b>SECTION 4. PROFESSIONAL GROWTH</b>	<b>81</b>
<b>SECTION 5. ADMINISTRATOR EVALUATION</b>	<b>81</b>
<b>SECTION 6. PROFESSIONAL COMPENSATION</b>	<b>82</b>
<b>PART V- STAFF THAT ARE CONSIDERED MANAGEMENT LEVEL</b>	<b>83</b>
<b>SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL</b>	<b>84</b>
<b>SECTION 3. JOB RESPONSIBILITIES</b>	<b>85</b>
<b>SECTION 4. WORK SCHEDULES</b>	<b>85</b>
<b>SECTION 5. MANAGEMENT EVALUATION</b>	<b>85</b>
<b>5.01 GENERAL PROVISIONS</b>	<b>85</b>
<b>MANAGEMENT SHALL RECEIVE WRITTEN EVALUATIONS BY SUPERVISING ADMINISTRATOR.</b>	<b>85</b>
<b>SECTION 6. PROFESSIONAL COMPENSATION</b>	<b>85</b>
<b>PART VI- CO-CURRICULAR STAFF</b>	<b>86</b>
<b>SECTION 1. ATHLETIC AND ACTIVITY ASSIGNMENTS</b>	<b>87</b>
<b>PART VII- SUBSTITUTE EMPLOYEES</b>	<b>91</b>
<b>SECTION 1. ALL SUBSTITUTE EMPLOYEES</b>	<b>92</b>
<b>SECTION 2. SUBSTITUTE TEACHERS</b>	<b>92</b>
<b>SECTION 3. SUPPORT STAFF SUBSTITUTES</b>	<b>94</b>
<b>APPENDIX</b>	<b>101</b>
<b>STANDARDS OF CONDUCT - HARASSMENT, BULLYING &amp; SEXUAL HARASSMENT COMPLAINT FORM:</b>	<b>102</b>
<b>APPENDIX: SALARY PAYROLL OPTIONS</b>	<b>107</b>
<b>APPENDIX: TEACHERS PREPARATION TIME</b>	<b>108</b>
<b>APPENDIX: EMPLOYMENT POSTERS</b>	<b>109</b>
<b>COMPUTER, INTERNAL NETWORK, ELECTRONIC MAIL, AND INTERNET SAFETY</b>	<b>110</b>
<b>COMPUTER, INTERNAL NETWORK, ELECTRONIC MAIL, AND INTERNET</b>	<b>119</b>
<b>SAFETY AGREEMENT</b>	<b>119</b>
<b>PRAIRIE DU CHIEN ORGANIZATIONAL CHART</b>	<b>121</b>

## Employee Acknowledgment

*(To be signed and returned to the District Office - Administrative Assistant.)*

I hereby acknowledge that it is my responsibility to access the *Prairie du Chien School District Employee Handbook* online under staff tab, Employee Information link. If at any time you have trouble accessing the handbook, contact the District Office. My signature below indicates that I agree to read the *Handbook* and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the “Prairie du Chien School District Board Policies Manual” and in the District’s Administrative Regulations Handbook. The information in this *Handbook* is subject to change. I understand that changes in District policies may supersede modify or eliminate the information summarized in this *Handbook*. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. If the electronic version is updated, an e-mail will be sent to “Everybody”. The electronic version on the District website is the most up-to-date; printing is strongly discouraged for cost and updating reasons. I understand that this *Handbook* does not constitute an employment contract or alter my status as an at-will employee unless specifically addressed for those employees covered by Part II, Part III, Part IV or Part V. For those employees covered by Part II and Part IV. I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***(District Office will maintain this page in the employee’s personnel file. After the employee ceases employment with the District, the District will maintain this record pursuant to its records retention schedule, or if none, for a period of no less than 7 years.)***

Prairie du Chien Area Schools  
<http://www.pdc.k12.wi.us/pi.cfm>



## DISTRICT'S VISION AND MISSION STATEMENT

### VISION

Pride-Dedication-Commitment

### MISSION STATEMENT

The Prairie du Chien Area School District in partnership with families and a supportive community, shares a strong commitment to provide quality educational opportunities to all, thus encouraging lifelong learning and nurturing honest, respectful, and responsible citizens prepared to meet the challenges of a changing global society.

## District Academic Calendar

Posted on our website: <http://www.pdc.k12.wi.us/>

## **PART I- PROVISIONS APPLICABLE TO ALL STAFF**

## GENERAL HANDBOOK INFORMATION

### 1.01 **About this Handbook**

Employees Covered: This *Handbook* is provided as a reference document for the Prairie du Chien Area School District's (hereinafter referred to as "District") and all employees.

Disclaimer: The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this *Handbook* is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this *Handbook*, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this *Handbook* or individual contract.

In case of a direct conflict between this *Handbook*, rules, regulations or policies of the Board and any specific provisions of an individual contract or collective bargaining agreement, the individual contract or collective bargaining agreement shall control.

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all inclusive. Copies of Board Policies and Administrative Regulations are available in the district administrative office to all personnel and are on the *Prairie du Chien Area School District* website at <http://www.pdc.k12.wi.us/pi.cfm>. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Prairie du Chien Board of Education.

### 1.02 **Definitions**

- A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. Management Employees: Management Employees are defined as at will employees in two categories; supervisory management and confidential management.
- C. Casual Employees: Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.

- D. Discipline: Discipline is defined as a suspension [unpaid or paid], or a written reprimand.
- E. Regular Employees: Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
- F. Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. For example, a summer school employee is defined as an employee who is hired to work for the District during the summer school session.
  - 1. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
  - 2. Seasonal employees performing non-exempt duties shall be paid as determined by administration.
- G. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence.
- H. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.
- I. Teacher: Teachers are defined as persons hired under a contract under § 118.22, Wis. Stats.
- J. Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.
- K. Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, "termination" shall not include voluntary retirement, voluntary resignation or a nonrenewal of contract under § 118.22, Wis. Stats, § 118.24, Wis. Stats. or a non-reappointment of an extra-curricular assignment.



### **1.03 General Personnel Policies**

This Employment Handbook is subservient to, and does not supersede the provisions set forth in District policies.

## **SECTION 2.EMPLOYMENT LAW**

### **2.01 Employment of Minors**

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

### **2.02 Equal Opportunity**

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

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

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

### **2.03 Equal Opportunity Complaints**

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District. *Appendix: Grievance Procedure for Title IX and Other Types of Discrimination*

### **2.04 Fair Labor Standards Act**

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

non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found in *Appendix: Employment Posters*. Notification of rights under the FLSA is set forth in the employment poster section in each buildings work rooms.

## 2.05 Family and Medical Leave Act

- A. Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <https://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). The notice link is posted at *Appendix: Employment Posters*.
- B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/WH-381.pdf>
- D. Designation Notice. The District shall “inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA.” U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).

## 2.06 **Immigration Law Compliance**

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

## 2.07 **Discrimination and Harassment**

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

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

All employees are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures; *Appendix: Harassment Complaint form*. All reports regarding employee discrimination or harassment shall be taken

seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee discrimination or harassment. Actions that result in discrimination on a basis not related to an employee's job performance or those that are determined to be harassment shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of potential discrimination or alleged harassment to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of potential discrimination or alleged harassment, as described above, may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to discrimination or harassment complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.

This policy and its accompanying procedures shall be published annually and distributed to all staff. District staff will be required to sign an acknowledgment of receipt of the policy and procedure on an annual basis. Training shall be conducted annually at pre-service on this policy for all staff in the District. *Appendix: Grievance Procedure for Title IX and Other Types of Discrimination*

## **SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS**

### **3.01 District Expectations**

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

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

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

### **3.02 Accident/Incident Reports**

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are

to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form (*Appendix: Accident Injury Report*) must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Handbook*.

### **3.03 Attendance**

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

Employees who are unable to report to work shall follow the applicable procedures in AESOP and/or the morning of absences should be reported to building secretary or AESOP administrator for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for in their building office, AESOP and/or time clock system using the appropriate reasons or leave coding. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

### **3.04 Bulletin Boards**

The Employer shall provide a staff work room bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. If a collective bargaining unit exists, the Association will be allowed to post items on the bulletin board subject to the restrictions set forth herein and as amended by the applicable collective bargaining agreement. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law. The District Administrator will be provided a copy of all posted material at the time of the posting. The District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion. *Appendix: Employment Posters*

### 3.05 **Child Abuse Reporting**

- A. Except as provided under Wisconsin Statute § 48.981, [sub. \(2m\)](#), any of the following persons who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B: school nurse, social worker, professional counselor, school teacher, school administrator, school counselor, child care worker in a child care center, or residential care center for children and youth a child care provider, an alcohol or other drug abuse counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a dietitian, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.
- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department or, in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.
- C. Employees who are not mandatory reporters as set forth in paragraph A, above, and who in connection with their job responsibilities have reasonable cause to suspect that a child has been abused or neglected or who have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur shall notify their immediate supervisor or other administrative personnel of such alleged abuse. *Appendix: Child Abuse and Neglect*

### 3.06 **Communications**

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

- A. Electronic Communications:
  1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme

caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.

2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.
3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and District administration. External electronic storage devices are subject to monitoring if used with District resources.

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

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

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

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

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

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

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

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

- D. Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).



2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging (including drivers ed and other appropriate curricular assignments beyond the school day). The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
5. Staff shall communicate with students, in an educationally appropriate manner, using Skyward, District Email, Rewind 101 or similar applications.
6. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
7. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
  - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
  - b.** confidentiality of student records.
  - c. confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses.
  - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
  - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. (*Wisconsin Record Retention for School Districts Retention Schedule adopted May 2010*)

Employees who create pupil records via email need to ensure that pupil records are retained for the period of time specified by the pupil records law. For this reason, the District notices that email which contains individually identifiable student information should not be forwarded to third parties or used other than for a specific purpose.

- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. Parents and students will be notified in the handbooks that the school can and may record telephone or other electronic conversations. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records.
  2. Confidentiality of other District records, including educator evaluations and private email addresses.
  3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.

4. Prohibition against harming others by knowingly making false statements about a colleague or the District.

- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

### **3.07 Confidentiality**

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

### **3.08 Conflict of Interest**

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated.

### **3.09 Contracts and Conflict of Interest**

No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. *See Wis. Stats. § 946.13(1)(a) and (b).*

### **3.10 Copyright**

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

copyright shall be directed to District Office and *Appendix: Copyright Policy*.

### **3.11 Criminal Background Checks**

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

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

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

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

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

### **3.12 Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record**

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

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

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

1. the nature of the offense;
2. the date of the offense;
3. the relationship between the offense and the position to which the employee is assigned.

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

### **3.13 District Property**

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

### **3.14 Drug-, Alcohol-, and Tobacco-Free Workplace**

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

- A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or

while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. Appendix: Drug-Free Workplace

- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. *See policy*. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- C. Drug-Free Awareness Program: The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if applicable) employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. § 702(a) (1)
- D. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- E. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the "Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures." *See policy 728 – PRG Policy 523.11(F) contains the form.*
- F. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials

for prosecution. *[See policies 41 U.S.C. 702(a0) (1) (A)]*. Compliance with the District's policies and rules is mandatory and is a condition of employment.

- G. **Notification of Conviction:** As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

### **3.15 False Reports**

Employees may be disciplined for filing false reports or statements including but not limited to the following: accident reports, attendance reports, insurance reports, physician's statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.

### **3.16 Financial Controls and Oversight**

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

### **3.17 Fraud and Financial Impropriety**

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



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

1. forgery or unauthorized alteration of any document or account belonging to the District;
2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
4. impropriety in the handling of money or reporting of District financial transactions;
5. profiteering as a result of insider knowledge of District information or activities;
6. unauthorized disclosure of confidential or proprietary information to outside parties;
7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy.
9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
10. failure to provide financial records required by state or local entities;
11. failure to disclose conflicts of interest as required by law or District policy;
12. disposing of District property for personal gain or benefit and,
13. any other dishonest act regarding the finances of the District.

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

misappropriated funds.

### 3.18 Gifts and Sale of Goods and Services

- A. **Gifts:** An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. **Note:** Immediate family shall have the same definition as used in Bereavement leave.

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to *District Office* for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats.. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined or referred to District Administration. Please refer to *Appendix: Staff Conflicts of Interest* for information on conflicts of interest and *Appendix: Public Gifts to the Schools* for gifts and solicitations and § 19.59, Wis. Stats.

- B. **Sale of Goods and Services:** No District employee may receive for his or her personal benefit anything of value from any person other than his or her employing District 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 of his or her employing District or at an activity of his or her employing District. § 118.12, Wis. Stats.

### 3.19 **Honesty**

Honesty is a core value in the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, pupil records, etc.

### 3.20 **Investigations**

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

### 3.21 **Licensure/Certification**

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

### 3.22 **Nepotism**

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.
- B. Definition: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law,

brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.

- C. **Employee Reporting Requirements:** Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District. *Appendix: Staff Conflicts of Interest (Nepotism)*

### **3.23 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel**

- A. **Allowances or Mileage Reimbursement:** All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must undergo an annual driver's license record check. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, ditch witches, and golf carts.
- B. **Notice of Traffic Violations:** All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify *District Office*. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.
- C. **Commercial Driver's License (CDL):** In addition to the notice requirements in paragraph A, above and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.

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

E. Personal Transportation Utilized for School Use

1. Car Insurance

Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability, \$250,000/\$500,000 bodily injury and \$100,000 property damage. A minimum of private car transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle. *See Wis. Stats. § 121.555*.

2. Personal Vehicle Reimbursement

3. School Board will set the mileage reimbursement amount.

4. All transportation will be done in accordance with Board policy.

**3.24 Outside Employment**

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The Board of Education expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment.

**3.25 Personal Appearance/Staff Dress Code**

District employees are judged not only by their service but also by their appearance. It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. Remember, to our students, parents and the public, employees represent the District.

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

### **3.26 Personal Property**

- A. **Liability:** The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.
- B. **Search of Personal Effects [Please see section 3.41 of the *Handbook* for information on the Search of District Property] :** Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

### **3.27 Personnel Files**

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

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

After reviewing his or her personnel records, the employee has the right to request that

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

### **3.28 Personnel – Student Relations**

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

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

### **3.29 Physical Examination**

- A. **Examination:** Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.
- B. **Fitness for Duty:** The District may require a physical and/or mental examination for an employee at the expense of the District at any time. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

### **3.30 Political Activity**

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

- A. No school employee shall, during hours for which pay is received, use any time for the
- B. solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- C. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- D. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

**3.31 Position Descriptions**

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

**3.32 Severance from Employment**

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

- A. Termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- E. failure to return to work following recall from layoff within fourteen (14) calendar days of receipt of notice to do so.
- F. the employee having been on layoff for twelve (12) consecutive months.
- G. failure to return to work the day following the expiration of an authorized leave of absence; and
- H. Job abandonment.

**3.33 Solicitations**

Individuals, groups and organizations often wish to solicit employees to support a particular activity or organization. This solicitation may be charitable, political or for other purposes. All solicitations of employees must be approved in advance by the



administration and be consistent with Board Policy.

**3.34 Student Code of Conduct and *Handbook***

The Student Code of Conduct and *Handbook* is available online at <http://www.pdc.k12.wi.us/>.

**3.35 Teamwork**

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are:

- A. Getting to know co-workers and their capabilities.
- B. Helping to create a pleasant, caring and enjoyable work atmosphere.
- C. Making use of District technology to effectively communicate with all employees in the District.
- D. Making use of District technology in order to perform all job functions well.

Teamwork is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District's mission.

**3.36 Wellness**

- A. Educational Environment: District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The District encourages staff to use foods of a high nutritional value in fundraising activities and to create an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive should be kept to a minimum. Incentives shall be healthy food choices. The withholding of a meal as punishment is prohibited.
- B. Employee Wellness: The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees.

**3.37 Employee (Whistleblower) Protection**

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

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

**3.38 Work Spaces, Including Desks, Lockers, etc.**

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for under section: Personal Property, of this *Handbook*.

**3.39 Work Made for Hire**

Occasionally an employee has questions regarding the use of materials to be included in books or other commercial materials. Such materials created by the employee may include lesson plans, staff development presentations or tests/test items. Any work prepared by an employee within the scope of his/her employment is owned by the

District. Under federal copyright laws, this is called “work made for hire.” An employee with questions regarding ownership or copyrights on materials prepared within the scope of his/her employment should consult with his/her supervisor.

### 3.40 **Workplace Safety**

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

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

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

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

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

C. Notification of Safety and Health Standards: Wisconsin Statute § 101.055 requires the Wisconsin Department of Commerce to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore the employee may request the Wisconsin Department of Commerce to conduct an inspection.

The District shall not discriminate against or discharge any employee for exercising

any right afforded by this section. An employee may file a grievance under the Part I, section: Grievance Procedures of this *Handbook* and District *Appendix: Grievance Procedure for Title IX and Other Types of Discrimination* to address the workplace safety issues as defined in subsection: Workplace Safety Definition for Grievance Procedure, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See WIS. STAT. § 101.055; Public Employee Safety and Health, available at <https://dsps.wi.gov/Documents/Programs/PublicSafety/SBD9301.pdf>

- D. Weapons Prohibition: Firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Licensed peace officers who are serving in their official capacities are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61.
- E. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.
- F. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:
  - 1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
  - 2. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions).
  - 3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
  - 4. The individual(s) filing the grievance must propose a specific remedy.
  - 5. The issue and proposed remedy must be under the reasonable control of the District.

### 3.41 Violence/Bullying in the Workplace

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. Definitions as Used Under this Section:
1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
  2. Threat: A communicated intent to inflict physical or other harm on any person or property.
  3. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
  4. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.
- C. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
1. Assault or battery.
  2. Blatant or intentional disregard for the safety or well-being of others.
  3. Commission of a violent felony or misdemeanor.
  4. Dangerous or threatening horseplay or roughhousing.
  5. Direct threats or physical intimidation.
  6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
  7. Physical restraint, confinement.

8. Possession of weapons of any kind on District property [please see Work Place Safety].
9. Stalking.
10. Any other act that a reasonable person would perceive as constituting a threat of violence.

D. Reporting Procedure: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible and complete *Appendix: Harassment Complaint form*

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

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

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

## SECTION 4.MANAGEMENT RIGHTS

### 4.01 **Delineation of Rights**

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this *Handbook*/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited by enumeration to, the following rights:

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

M. To contract out for goods and services.

**4.02 Sole Basis**

This section does not describe any rights of the employee(s). Accordingly, an employee(s), may not base any charge of a *Handbook* violation under the District's grievance process or any other forum solely on this section.

**SECTION 5. GRIEVANCE PROCEDURES**

**5.01 Purpose**

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

**5.02 Definition**

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| <p>A. Grievance: A "grievance" is defined as any complaint that arises concerning discipline, termination or workplace safety.</p> <p>B. Grievant: A "grievant" may be any employee.</p> <p>C. Day: The term "days" as used in this Section shall mean regularly scheduled workdays, unless otherwise indicated.</p> |
|--|

**5.03 Time Limits**

The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. Days are defined as calendar days. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.

**5.04 Grievance Processing Procedure**

Grievances shall be processed in accordance with the following procedure:

Step One - Informal Resolution: An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within thirty (30) calendar days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant(s) shall be required to state the purpose of the



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

Step Two - Written Grievance: If the grievance is not resolved at Step One, the grievant(s) shall file a written grievance with the immediate supervisor within ten (10) days of the response in Step One above or if no response is provided within ten (10) days of the deadline for the response. The written grievance shall include the facts upon which the grievance is based, the issues involved, the *Handbook* provision alleged to be violated and the relief sought. The grievance shall be signed and dated by the grievant. The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the District Administrator.

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

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

Step Four - Appeal to Impartial Hearing Officer: If the grievance is not resolved in Step Three, the employee must notify the District Administrator, within ten (10) days after receipt of the District Administrator's answer or if no response is provided within ten (10) days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer.

This step of the process is available only if the alleged violation of District policy or *Employee Handbook* involves discipline, termination, or workplace safety.

If there is a dispute over the timeliness or the ability to use the grievance procedure on the issue, the Administration shall have the discretion to bifurcate the hearing for the purpose of deciding those issues (i.e. address whether the grievance was filed in a timely manner before hearing the merits of the grievance or address whether the content of the grievance is properly before the impartial hearing officer).

Step Five – Appeal to Board of Education: If the grievance is not resolved at Step Four, the grievance may be appealed to the School Board within ten (10) days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer’s decision to the Board. The Board’s decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin’s Open Meetings Law.

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing.

**5.05 Grievant's Right to Representation**

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

**5.06 Consolidation of Grievances**

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

**SECTION 6.COMPLAINT PROCEDURE**

The PDC School District Board of Education recognizes the need to provide for the orderly resolution of concerns due to a purported violation, interpretation, or inappropriate application of school district policies or administrative rules and regulations.

Any school employee shall have the right of access to the complaint procedure adopted by this district. A more formal grievance procedure is also available but limited to concerns related to employee discipline, termination or workplace safety issues that directly impact the employee.

Employee complaints that are unresolved, should be handled in the following manner:

1. Employees should discuss the concern with their immediate supervisor as soon as the concern arises. A face-to-face meeting is encouraged. If not resolved, then;
2. Employees should present the concern, in writing, to the District Administrator or designee. Suggestions as to how they believe the concern can be resolved are encouraged. A response will be given in writing, within ten (10) working days. If this is not satisfactory, then;
3. An employee has the right to request an appearance before the Board. A written request to be placed on the agenda must be submitted to the District Administrator ten working days prior to the Board meeting.

## **SECTION 7.PAY PERIODS**

### **7.01 Annualized Payroll Cycle**

#### **A. School Year Employees:**

1. Annualized Payroll: Employees scheduled to work the school year may voluntarily request to be paid on a twelve (12) month payroll cycle as set forth in subsection 2, below. Such request shall be made in writing and submitted to the business office by June 1<sup>st</sup>. For employees with an individual contract, such election may be provided at the same time as the issuance of the individual contract or letter of intent. All school year employees covered under this provision shall have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the District-approved format.
2. School Year Payroll: For employees who do not voluntarily request to be paid on a twelve (12) month payroll cycle, the payroll cycle shall be on a ten (10) month basis and shall be placed on a twenty (20) payroll cycle.

- #### **B. Calendar Year Employees:** All employees scheduled to work the calendar year will be placed on the twenty-four (24) payroll cycle.

### **7.02 Payroll Dates**

The payroll dates shall be the 15th and the last working day of each month. If the 15th or last working day of the month fall on a weekend, the payroll date will be the preceding Friday. If a paid holiday falls on the 15th or last day of the month, payroll deposits shall be issued on the preceding day. The first pay date of the school year for school year employees will be September 15th or the first day of school, whichever is later.

**7.03 Direct Deposit Payment Method**

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

**7.04 Definitions for Payroll Purposes Only**

- A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.
- C. Pay Period: The pay periods shall begin on the 15<sup>th</sup> and the last working day of each month and shall be comprised in the following fashion: 1<sup>st</sup> to the 14<sup>th</sup> is one pay period and 15<sup>th</sup> through the end of the month is the other pay period.

**7.05 Salary Deferrals –Tax Sheltered Annuities (TSA)**

- A. We offer a 403(b) plan. A copy of the plan documents and the vendor list is available in the District Business Office.
- B. For the purpose of the 403(b) plan, disability is defined as the same definition used by the district's LTD provider.

**SECTION 8.COMPENSATION AND EXPENSE REIMBURSEMENT**

**8.01 Expense Reimbursement**

Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions shall not receive reimbursement for travel expenses, meals, lodging, and registration unless prior approval has been received to exceed the amounts.

The District reimbursement schedule is listed below. Employees will be reimbursed at the following rates, or actual cost, whichever is less. All employees are required to enter requisitions in Skyward and receipts must be

attached. Mileage chart is available on the district staff resource web page. No travel time is paid for professional or salaried staff.

<u>Mileage</u>	<u>(Rate as of 1/1/2016 \$0.54 per mile)</u>
In-District	Current IRS Rate
Out-District	50% of IRS Rate (unless no school vehicles are available)
Lodging	Administrative Approval
Registration	Administrative Approval
Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$20.00

Meals are not allowed if included in the cost of registration fees or included in the cost of hotel/motel or airfare To be allowed reimbursement for breakfast, the employee must leave PdC before 6:00 a.m.; lunch, departure must be before 10:30 a.m. and return after 2:30 p.m.; dinner, return must be after 7:00 p.m. to PdC.

## **SECTION 9.WORKER’S COMPENSATION**

### **9.01 Worker's Compensation Coverage and Reporting Responsibilities**

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the personnel office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify 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 *in Appendix: Employee Accident Injury Report*.

### **9.02 Benefits While on Worker's Compensation**

District shall provide worker's compensation insurance. District retains right to select company and coverages.

- A. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

**9.03 Injuries Not Covered by Worker’s Compensation**

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:

- A. Injuries because of a self-inflicted wound
- B. Injuries sustained because of an employee’s horseplay.
- C. Injuries sustained while an employee does an activity of a strictly private nature.

**SECTION 10. PAID TIME OFF LEAVE (PTO)**

**10.01 Paid Time Off Leave**

Paid time off leave will be granted to employees based on contract days as follows:

Contract	Teacher School year	Teacher + 45 days of Summer school	Support Staff School year	Support Staff 261 days	Admin/Mgmt 261 days	Support Staff 225 days
Work Days (FTE)	187.5	210	182	261	261	225
Paid Time Off Days*	8	9	8	11	11	9

\*FTE is based on 8 hour days – PTO is granted and earned by hours.

**10.02 PTO Accumulation**

PTO will accumulate for full-time and (prorated) for part-time employees if not used. Employees have the option to cash out unused PTO days (PTO days are recorded as hours) at the end of the year at the rate of current sub pay for the employee’s classification. If there is no subbing for the position/classification, the rate will be 75% per diem.

Employees must exhaust all PTO time before using previously accumulated sick time bank.

Employees hired prior to 6/30/2011 may have accumulated sick time which will remain available in the sick time bank.

**10.03 Overused PTO Leave**

A first year employee in the district may borrow up to 5 days of paid time off leave

from future years leave accumulation. If an employee leaves the school system prior to the completion of his/her contract term or the school year for an individual teacher and had used all leave, a sum equal to the leave days not earned would be deducted from the remaining pay.

**10.04 Sick Leave Bank**

Employees that have accumulated sick leave on June 30, 2011 will be allowed to keep the sick leave accumulated amount. Sick leave can only be used if PTO days are exhausted first. Sick leave cannot accumulate or have any cash value (sick leave does not have a payout provision such as PTO).

Employee may use up to 40 hours per year from the sick leave bank as PTO time if PTO is exhausted. Those 40 hours have no cash value. This is retroactive for 2013-14 school year.

**10.05 PTO for Summer Workers**

PTO for support staff summer workers (there are a handful of support staff who work limited amounts of time in summer school); these employees will receive a pro-rated amount of PTO time for those hours.

**SECTION 11. PAID VACATION**

**11.01 Notice**

Each employee shall monitor his/her own leave days in AESOP.

**11.02 Calendar Year (two hundred and sixty one (261) scheduled work days) Full-Time and Part-Time Employees**

Paid Vacation will be provided to Calendar Year Full-time and Calendar Year Part-time employees according to the following schedule:

<b>Years in District</b>	<b>Vacation Days Earned</b>
First (1) year of service	5 days
(2-9) years of service	10 days
(10+) years of service	15 days

Employees in their first year of service earn a pro-rated amount of vacation based upon the number of months worked. For example, an employee hired on October 1, would be eligible to earn nine-twelfths (9/12) of the employee's vacation allotment. This would entitle the employee to 9/12\* 5 days or 3.75 days. This provision is not retroactive.

**Vacation days unused at the end of each year (June 30) can be cashed out at**

**75% of hourly rate or carried into next year at the rate of 75% of the remaining unused days carrying forward into next years.**

Employees that were at the 20 days of vacation level on June 30, 2011 will be grandfathered at that level if they choose. However, no cash value or carryover provisions will apply. Once out of the 20 day category employees may not return.

"Years of Service" as set forth in this Article refers to years of service in the District in a position that is eligible for vacation under Part III. Eligible employees in the District shall receive the preceding vacation depending on years of service as measured each July 1st. For calculation purposes vacation is earned based upon the prior year's service. For part-time employees, vacation pay shall be pro-rated based on the average number of hours worked per week during the previous year.

Employees who work less than two hundred and sixty (260) days, will not receive vacation.

### **11.03 Scheduling of Vacation**

Vacation time may be taken in full day, or in half day increments. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days notice may be approved by the District Administrator and/or his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period, but the District Administrator and/or his/her designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives. All vacations shall be taken during the school vacation months except by special arrangement with the immediate supervisor or his/her designee. In order to be eligible for vacation, an employee must work the employee's scheduled workdays immediately preceding and following the vacation, unless the employee is on an excused absence with pay which has been approved by the District Administrator and/or his/her designee.

### **11.04 Vacation Accumulation**

An employee may carry over vacation days from the prior year to the next year's vacation amount or may cash them out at the end of the school year at 75% of normal per hour pay.

Holidays during Vacation

Should a paid holiday fall during an employee's vacation period the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

## **SECTION 12. JURY DUTY LEAVES**

### **12.01 Jury Duty Leave**

Subject to the provision on "Payment for Time Out on Jury Duty" (see below), a



non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which he or she is summoned by the court when such duty occurs during the employee's work hours. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days.

**12.02 Employee Notice**

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

**12.03 Payment for Time Out on Jury Duty**

An employee who is unable to report for work because of jury duty will be paid the regular hours he or she is scheduled to work. The employee will send a copy of the check received and a copy of the payment stub from serving on the jury to the District Administrator and/or his/her designee and the employee will issue a personal check or money order to the school district for the amount of the salary gained from being on jury duty.

The employee will not suffer any loss of benefits that would be accrued during this time (i.e. leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from leave or vacation time the employee has earned or will earn in the future.

**SECTION 13. BEREAVEMENT LEAVE**

**13.01 Bereavement/Funeral Leave for a Death in the Immediate Family**

In the event of death in an employee's immediate family, the employee shall be allowed per occurrence 5 day(s) off work with pay. Immediate family includes the spouse, children, parents, father-in-law, mother-in-law, immediate-step parents, and immediate step-children.

**13.02 Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family**

Employees shall be granted 2 day(s) with pay and 3 day(s) additional leave without pay (or PTO may be used and if PTO is exhausted may use sick leave bank) per occurrence to attend funerals of brother, sister, grandchildren, grandparent, step-brother, step-sister, step-grandchildren, step-grandparents, brother-in-law, sister-in-law, spouse's grandchildren, and spouse's grandparents.

**13.03 Part-time Employee**

Part-time employees will receive bereavement leave on a pro-rated basis.

**13.04 Bereavement/Funeral not covered above categories**

Bereavement/Funeral not covered in above categories may use PTO and if PTO is exhausted may use sick leave bank.

**SECTION 14. UNIFORMED SERVICES LEAVE**

**14.01 Uniformed Services Leave of Absence**

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

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

- A. Army, Navy, Marine Corps, Air Force and Coast Guard
- B. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve
- C. Army National Guard and Air National Guard
- D. Commissioned Corps of the Public Health Service
- E. Any other category of persons designated by the President in time of war or emergency

**14.02 Seniority/Length of Service during Uniformed Services Leave**

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

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

- A. Active duty and active duty for training

- B. Initial active duty for training
- C. Inactive duty training
- D. Full-time National Guard duty
- E. Absence from work for an examination to determine a person's fitness for any of the above types of duty
- F. Funeral honors duty performed by National Guard or Reserve members
- G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). *See* 42 U.S.C. § 300hh-11(d).

**14.03 Request for Uniformed Services Leave**

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

**SECTION 15. BENEFITS APPLICABLE TO ALL EMPLOYEES**

**15.01 Cafeteria Plan/Flexible Spending Account**

The District will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account [FSA] under applicable sections of the Internal Revenue Code (§ 105, § 106, § 125 and § 129) to permit employees to reduce their salary and contribute to an FSA to cover the following expenses:

- A. Payment of insurance premium amounts (IRC § 106);
- B. Permitted medical expenses not covered by the insurance plan (IRC § 105);
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

Effective September 1, 2012: An employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of two thousand five hundred dollars (\$2,500) of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year.

Payments and the designation of amounts to be contributed to the employee's account

will be subject to the procedures, rules and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§ 105, § 106, § 125 and § 129).

## **15.02 Dental and Vision Insurance**

The Board shall provide voluntary dental and vision insurance to be offered and paid in full by employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board

## **15.03 Health Insurance**

The Board may provide health insurance to eligible (if the board offers and/or approves) employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. Eligibility for, and payment payments toward coverage for individual employment groups are set forth in the applicable part of the Handbook covering such employees.

Compliance Authority: The District may, in its sole discretion, make changes to health insurance, including, but not limited to, health benefits, eligibility standards, coverage's, and contribution levels in order to comply with the Patient Protection and Affordable Care Act (ACA) and applicable federal and state agency rules and regulations regarding the implementation of the ACA. Such actions may also be implemented in order for the District to comply with regulatory provisions of the Internal Revenue Service (IRS), e.g. nondiscrimination in benefits provisions [IRC 105(h), IRC 125], and to minimize tax liability for the district and/or the benefit recipient underneath such regulatory provisions.

Changes to health benefits, eligibility standards, coverage's and contribution levels include, but are not limited to, changes in the sections addressing health insurance in the employee handbook.

- A. Alternate Benefit Plan [ABP] in Lieu of Health Insurance: Implementation of the Alternative Benefit Plan for eligible employees: Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the Handbook covering such employees.
1. Employees who choose the ABP option will be required to sign up by August 1 and commit to this change to be effective the following September 1.
  2. In order for this provision to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.
  3. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an "open enrollment" opportunity to enroll in the group health insurance plan.

4. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.
- B. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan in the Handbook between:
    1. Participation in the District's health plan, with the premium payment specified in the applicable part of the Handbook covering such employees, or
    2. A cash payment equal to the amount listed in the applicable part of the Handbook covering such employees.
    3. Cash Compensation: The cash contribution dollar amount shall be equal to \$2500.00 for the 2014-15 school year.
  - C. The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at seventy-five percent (75%) of more of a full-time contract who selects the cash compensation shall receive a pro-rated amount of the District's contribution based upon the part-time employee's percentage of full-time employment.
  - D. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the teacher's payroll check.
  - E. Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.
  - F. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee shall be permitted to change the TSA amount or vendor up to six times per calendar year provided he/she provides the District with at least thirty (30) calendar days' notice.
  - G. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare. Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations

of law, will be added to the employee's paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

#### H. Beginning Eligibility Date for Alternative Benefit Plan Payments:

1. **New Employees.** Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (July 1) However, the District will use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.
2. **Current Employees.** Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (July through June) cafeteria section 125 exception [such as an employee getting married, loss of spouse coverage, etc.], employees must make a written annual cafeteria plan election prior to each July 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

#### I. Eligibility

1. **Minimum Hours for Any Board Contribution:** An employee whose has an assignment of at least 30 hours per week is eligible (if Board approves) to participate in the District's health insurance. Full-time equivalency is defined as 40 worked clock hours. Employees whose assignments are for less than 30 hours per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. **Pro-ration of District Contributions:** An employee (certified staff) whose individual contract has an assignment of at least 30 hours per week, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. **Both Spouses Employed by the District:** If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium

contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:

- a. Coverage under one family plan; or
- b. Two single plans.

J. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this Handbook and in the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

K. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 88% of the single premium of the lowest cost offered health insurance plan. Employees shall be responsible for the remaining portion of the premium, deducted through payroll.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more 88% of the family premium of the offered health insurance plan. Employees shall be responsible for the remaining portion of the premium, deducted through payroll.

L. Staff with No Health Insurance

1. Employees who are eligible for health insurance and who do not have a district paid health insurance plan will receive \$2,500 in-lieu of pay as set forth in the Alternative Benefit Plan Language in this Handbook. The in-lieu of pay shall not be considered salary or wages for retirement except as may be required according to the rules of the Department of Employee Trust Funds. The in-lieu of pay shall be subject to appropriate taxation as defined by the IRS and the State of Wisconsin (e.g. Payroll taxes, FICA, Medicare, etc.)

#### **15.04 Liability Insurance**

The School Board shall carry liability insurance which provides coverage for the acts



of employees performed in accordance with their duties and within their scope of employment. Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy. Employees may inspect the District's liability insurance policy upon request.

#### **15.05 Group Life Insurance**

The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

- A. Eligibility: An employee who qualifies for WRS, will also qualify for life insurance as selected by the Board, if they are eligible for the insurance coverage.
  
- B. Premium Contributions: The District shall pay the base face value of one (1) times the employees annual salary based on the prior year for term life insurance equal to the next highest one thousand dollars (\$1,000). The employee may purchase additional life insurance coverage by paying 100% of the premium cost for such coverage, if they are eligible for the insurance coverage.

#### **15.06 Long-term Disability**

The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. This is subject to the insurance policy language as that supersedes this language.

- A. Eligibility:
  - 1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least 17.5 hours per week is eligible to participate in the District's long-term disability insurance. Full-time equivalency is defined as 40 hours per work week. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 17.5 hours per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
  
- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The long-term disability insurance benefits described in this *Handbook* and/or on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
  2. If an employee resigns or is terminated who has completed the school year, his/her long term disability insurance benefits shall terminate June 30<sup>th</sup>.
- C. **Premium Contributions:** The District shall pay 100% for long-term disability insurance. The benefits will be equal to ninety percent (90%) of the employee's monthly base wages. Coverage shall begin after the 60 consecutive calendar day of disability and continue until the employee is eligible to work or employment is terminated.

**15.07 Short-term Disability**

The Board shall provide voluntary short-term disability insurance to eligible employees, which will be paid in full by employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

**15.08 Wisconsin Retirement System (WRS) Contributions**

The Board agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution.

**15.09 Defined Benefit or Defined Contribution Post-Employment Benefit**  
*(There are no post-employment benefits at this time)*

**15.10 COBRA Law Continuation of District Health Plan Participation**

The District will follow all federal and state laws as applicable; such as the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law.

**SECTION 16. WORK STOPPAGE**

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

## **SECTION 17. CONFORMITY TO LAW**

If any provision of this Handbook, or addendum thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections, or addendum thereto, should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby.

## **SECTION 18. QUALITY IMPROVEMENT COMMITTEES**

### **18.01 Professional Learning Community (PLC) Professional Employees**

The PLC is made up of all representatives from professional staff in the school. The goals of this committee are to review data and student achievement records and foster better understanding of the various departments, to provide a forum for voicing concerns and ideas of the professional staff to the administration, and to recognize outstanding employees from the various departments.

The PLC in most cases will be required to review data and determine best plans of education for students individually under RtI (Response to Instruction and Response to Intervention).

### **18.02 Quality Improvement Committee (QIC) – Support Staff**

The Educational Support Personnel Quality Improvement Committee is made up of representatives from educational support staff in the District. The goals of this committee are to foster better understanding of the various departments, to provide a forum for voicing concerns and ideas of the educational support staff to the administration, and to recognize outstanding employees from the various departments/job categories. The District shall select the representatives after receiving input from the staff.

### **18.03 The School Board or Administration may set up committees to deal with or study specific issues. Example: Meet and Confer Committee on Insurance.**

## **SECTION 19. BONE MARROW AND ORGAN DONOR LEAVE**

**19.01** Effective July 1, 2016, a new law allows employees with the right to take leave from work for purposes of serving as a bone marrow or organ donor.

A. <https://docs.legis.wisconsin.gov/2015/related/acts/345.pdf>

- B. Handbook leave addition: “District will follow 103.11 and 893.965 of the state statutes relating to: leave from employment for the purpose of serving as a bone marrow or organ donor”

**PART II- STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.22,  
WIS. STATS. AND PROFESSIONAL/EXEMPT NON-SUPERVISORY  
EMPLOYEES**

## SECTION 1.DISCIPLINE, TERMINATION AND NONRENEWAL

### 1.01 **Standard for Nonrenewal for Teachers**

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats. and is not covered by the grievance procedure under this *Handbook*.

### 1.02 **Standard for Discipline and Termination**

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

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

**1.03 Representation**

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

**1.04 Disciplinary Materials**

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

**1.05 Termination of Employment**

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

- A. If the employee is discharged pursuant to Handbook section on Standard for Discipline and Termination, whichever is applicable.
- B. If the employee quits his/her employment.
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- D. If the employee retires.

**SECTION 2. PROFESSIONAL HOURS/WORKDAY**

**2.01 Normal Hours of Work**

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

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday plus a duty-free thirty (30) minute unpaid lunch period (8.5 hours with a 30 minute unpaid lunch time). The actual workday for each

building shall be established by School Board authorized administrators.

If a teacher accepts an assignment during his/her duty free lunch period, he/she will be compensated at the rate of \$27.00/clock hour.



## **2.02 Administratively Called Meetings**

Staff Meetings: Teachers are required to attend all mandatory administratively called staff meetings. Administratively called meetings may begin thirty (30) minutes before the normal workday begins or go thirty (30) minutes later than the end of the normal workday. The number of staff meetings shall be established by the Board. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Other Administratively Called Meetings: Notification and duration provisions of other sections do not include nor shall they apply to meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher conferences, department meetings or activities of similar nature, which are normally conducted at other times. Teachers are required to attend such events regardless of the date, time or duration of said meetings. Teachers who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

## **2.03 Attendance at School Events**

Teachers are required to attend all mandatory administratively required school events. These events, though not limited by enumeration, may be an open house, music program, art show and/or other District or building events that occur after the normal workday. Teachers shall be given reasonable notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the events.

## **2.04 Consultation with Parents**

Each teacher shall consult with parents often, so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation may be in the form of phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences. Consultation should be on an as needed basis but in addition general communication to the home needs to be frequent and a routine duty.

## **2.05 Emergency School Closures**

In the event the District is closed or an individual building(s) is closed, full or partial day closures may be made up at the discretion of the District. The District shall, at a minimum make up all days/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (days and hours) of

the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

**2.06 School Calendar**

The school calendar shall be determined by the Board. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board.

**SECTION 3. Teacher Supervision and Evaluation**

**3.01 General Provisions**

The Board and teachers view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members.

**3.02 Evaluators**

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a certified building principal, assistant principal, district administrator, or assistant district administrator. The administrator may be a District employee or a non- District employee who is a certified administrator.

**3.03 Evaluation Process – Conditions for All Employees**

A. Basic Requirements

1. § 121.02(1)(q), Wis. Stats. requires that each school board shall evaluate in writing, the performance of all certified school personnel at the end of their first year and at least every third year thereafter. This is considered a minimum and all employees may be evaluated more often
2. All required observations must be completed by May 31st.
3. All formal observations will be followed by a conference with the administrator. This conference will take place within 10 working days of the actual observation.
4. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional

difficulties observed.

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

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

The response must be initialed by the supervisor.

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

## **SECTION 4. Teacher Assignments, Vacancies and Transfers**

### **4.01 Teacher Assignments, Vacancies and Transfers**

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee. Insofar as possible, consideration may be given these requests.

- C. Job Posting: When the district determines that a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's website. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the District's website. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the anticipated start date and the qualifications required for the position.
  
- D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.
  
- E. Involuntary Transfers: When the District determines that an assignment transfer of an employee is necessary, the district may at its discretion, transfer a qualified employee to the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer.

**4.02 Teacher Absence and Substitutes**

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call the designated substitute service (AESOP) and the substitute teacher if appropriate.

**4.03 Summer School Assignments**

When possible, summer school subjects should be made known on or before April 15. All current teachers in the District may apply for summer school positions in the same manner as non-District teachers. Employees teaching summer classes shall be given a summer school session contract in accordance with § 118.21, Wis. Stats.

**4.04 Extended Contracts**

Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated at the rate of \$750 for 10 days and \$1,500 for 20 days.

**SECTION 5. REDUCTION IN FORCE, POSITIONS & HOURS**

**5.01 Reasons for Reduction in Force**

In the event the Board determines to reduce the number of positions (full nonrenewal) or the number of hours in any position (partial nonrenewal), the provisions set forth in this section shall apply.

**5.02 Notice of Reduction**

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal, the right to a private conference under § 118.22, Wis. Stats and will refer the employee to the Reduction in Force provision in this *Handbook*.

**5.03 Reduction of Staff**

Reductions will be made as needed to maintain or improve operations. Consideration may be given for seniority.

**5.04 Reduction in Hours Resulting in Nonrenewal**

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

part-time employees under this *Handbook*.

**5.05 Insurance Benefits Following Nonrenewal**

Please see Part I, COBRA, employee may qualify for insurance continuation options.

**5.06 In-Service and Other Training**

The District may require teachers to attend in-service and other training, either of which may occur outside of employees' regular hours of work. Additional compensation (if any) for such training shall be determined by relevant law [FLSA], District policy, and pertinent employment contracts.

**SECTION 6. PROFESSIONAL COMPENSATION**

**6.01 Salary**

The base salaries of employees covered by this *Handbook* are set forth in a separate negotiated salary schedule. Additional salary may be granted by the school board.

A. Part-time employees will receive the salary in a percentage equal to the amount of their employment.

B. The employee's pro-rata daily rate and pro-rata hourly rate shall be determined in the following manner:

1. The employee's scheduled annual salary divided by the number of contracted days equals the pro-rata daily rate [extended contract days shall not be used in this calculation.] (*187.5* is the normal number of contracted days)

2. The pro-rata daily rate divided by 8 hours per day equals the pro-rata hourly rate.

**6.02 Curriculum Planning Projects and Other Projects within the Scope of Employment**

When the District assigns an employee to work on a curriculum project that is outside of the normal work time such as summer curriculum hours, the Employee shall be paid at the rate of \$27.00 per clock hour. The length of time and maximum number of hours for completion of the project shall be determined by the employee's immediate supervisor, in his/her sole discretion. The compensation above will be paid when the project has been completed and approved by the applicable administrator. Other projects within the employee's scope of employment that are approved by the District

Administrator (or designee) shall be paid at the \$27.00 per clock hour.

**6.03 National Board Certification**

An employee who earns certification from the National Board for Professional Teaching Standards, or a Master Teacher designation if the National Board for Professional Teaching Standards is not available in the employee's certification area, shall have his/her salary increased by one thousand dollars (\$1,000.00). This shall be a one-time increase in the employee's salary and shall immediately cease if the employee fails to retain such certification.





**PART III- NON-EXEMPT STAFF WITHOUT INDIVIDUAL  
CONTRACTS UNDER § 118.22, WIS. STATS. OR§ 118.24, WIS. STATS.**

## **SECTION 1.DISCIPLINE AND DISCHARGE**

### **1.01 Standard for Discipline and Termination**

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

### **1.02 Representation**

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

### **1.03 Disciplinary Materials**

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

## **SECTION 2.HOURS OF WORK AND WORK SCHEDULE**

### **2.01 Letter of Appointment**

Each employee shall be issued an annual letter of appointment that shall be consistent with, but subservient to, this *Handbook* and board policy, (starting June 2012) before the last student contact day of the school year. The letter of appointment shall identify the employee, the date of hire, the position(s) that the employee is employed for, the length of the work year, the length of the work day, the tentative starting and ending times of the work day, and the pay rate for the position. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.

In the case of a change of assignment the employee shall be notified as soon as possible of the change of assignment, if practicable, as determined by the administration.

### **2.02 Regular Workday and Starting and Ending Times**

A regular full-time workday is eight (8) hours, (8.5 hours with a 30 minute unpaid

lunch time). Because of different schedule requirements, employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours, break periods, and lunch periods.

**2.03 Regular Work Week**

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

**2.04 Part-time Employees**

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

**2.05 Additional Hours and Overtime - Approval and Assignment**

- A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.
- B. Assignment: Non-emergency scheduled overtime assignments will be assigned to a qualified employee(s) as determined by the District.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include PTO, vacation, holiday, or other leave time. The reason for overtime must be indicated. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

**2.06 Lunch Period**

All employees who work six (6) hours or more per day will be entitled to an unpaid half-hour lunch period, which shall be duty free. The Employee is required, by the Employee Handbook, to take a full 30 minute duty-free lunch.

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

during a meal period.

**2.08 Breaks**

Employees scheduled to work at least four (4) hours per work day shall receive one (1) ten (10) minute paid break if able to be scheduled by administration. Employees scheduled to work at least eight (8) hours per work day shall receive two (2) ten (10) minute paid breaks if able to be scheduled by administration. Breaks shall be scheduled by the immediate supervisor.

<b>Hours Worked</b>	<b>Potential Break(s) and Lunch Period Scheduling</b>
0 to 3.99 hours	0 minutes
At least 4.0 to 5.99 hours	10 minutes
At least 6.0 to 7.99 hours	10 minutes and 30 minute duty-free lunch
At least 8.0 or more hours	(2) 10 minutes and 30 minute duty-free lunch

**2.09 Time Cards or other Form of Electronic Tracking of Hours Worked**

Time cards or an electronic time card system shall be used by all employees. Employees shall punch their own time card when reporting to work. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return. Employees shall punch their own time card when leaving for the day.

**2.10 Emergency School Closings**

- A. All full year (260 days or more) support staff employees are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible. Any employee not at work when school is closed for an emergency shall not be paid for that day. PTO or vacation days can be used.
- B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency shall not be paid for that day. Employees shall be required to make days up in the event that the District schedules make-up days.
- C. If employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked on such day.

**2.11 Shift Pay Differential (only for custodians)**

- A. Second Shift: Employees who work and are assigned to a regular second shift shall receive 10 cents per hour added to their regular rate of pay. Second shift is defined as a shift that starts between (6:00 p.m.) and ends between (12:59 a.m.).
- B. Third Shift: Employees who work and are assigned to a regular third shift shall receive 20 cents per hour added to their regular rate of pay. Third shift is defined as a shift that starts between (1:00 a.m.) and ends between (5:59 a.m.).
- C. Employees who are temporarily shifted from their regular night shift to days during school breaks and summer shall not receive their normal shift premium as provided herein during such period of time.
- D. This provision does not apply to the working supervisor position(s).

**2.12 Attendance at Meetings**

Employees required to attend meetings called or scheduled by the Employer shall be paid for all hours spent in attendance at such meetings, if such meetings are held when the employee would regularly be on duty.

**SECTION 3. REDUCTION IN FORCE, POSITIONS & HOURS**

**3.01 Reasons for Layoff**

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

**3.02 Layoff Notice**

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

**3.03 Selection for Reduction – Steps**

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

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

implementing layoffs.

- B. Step Two - Volunteers: Volunteers will be laid off first. The District will provide the volunteer(s) with a layoff notice. Requests for volunteers will be sent to employees within each job category. An employee who volunteers to be laid off will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the job category are qualified to perform the remaining work. Volunteers will be provided with all procedures under this section of the *Handbook*.
- C. Step Three - Selection For Reduction/Layoff: The District shall select the employee in the affected job category for layoff or reduction in hours.
1. Job categories for the purpose of this section shall be defined as
    - a. Custodian
    - b. Bookkeepers
    - c. Secretary
    - d. Maintenance
    - e. Cook
    - f. Instructional Assistant (Aides)
  2. The District shall utilize the following criteria in order of application for determining the employee for layoff or reduction in hours:
    - a. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
    - b. Qualifications as established by the Board: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.
    - c. Qualifications of the Remaining Employees in the affected job category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
    - d. Length of Service of the Employee.
      - i. Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and

part-time employees in calculating length of service.

- ii. Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
- iii. Length of Service List: The District will annually update a length of service list by January 30<sup>th</sup> see Appendix: Support Staff Length of Service. The employees can raise any objections to the proposed length of service list by March 1<sup>st</sup>.

#### **3.04 Insurance Benefits during Layoff**

Employees may be eligible for COBRA, see Human Resources for an explanation of insurance continuation options.

### **SECTION 4. ASSIGNMENTS, VACANCIES AND TRANSFERS**

#### **4.01 Job Posting**

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of 10 working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the <http://www.pdc.k12.wi.us/>. The notice shall include the date of posting, the job requirements if applicable, classification, a description of the position available, and the qualifications required for the position.

#### **4.02 Interviews**

An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position, and, if qualified, may be awarded the position.

#### **4.03 Selection Process**

In the event two or more equally qualified District employees apply for a position, the most senior applicant will be selected.

#### **4.04 District Ability to Select the Most Qualified Applicant**

The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from

considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position.

**4.05 District Ability to Determine Job Description**

The District retains the right to determine the job descriptions needed for any vacant position.

**4.06 Trial Period**

A District employee who is selected for a vacancy, pursuant to *Sections: Job Postings through District Ability to Determine Job Description* above, will serve a trial period in the new position. The trial period will be for 20 working days. Prior to the expiration of the trial period, either the employee or employer may declare the trial period unsatisfactory and the employee shall return to his/her former position. The decision to return the employee to his/her position is not subject to the grievance procedure.

**4.07 Involuntary Transfers**

When the District determines that an involuntary transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position according to the procedures set forth above *Sections: Job Postings through District Ability to Determine Job Description*, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator which will include the reasons for the transfer.

**SECTION 5. HOLIDAYS**

**5.01 Holidays Defined**

A paid holiday is a day off with pay for the number of hours the employee normally works. Paid holidays will be provided to full-time and part-time employees according to the following schedule:

A. Employees working a full calendar year (260 work days)

January 1	Thanksgiving Day
Memorial Day (Federal)	Day after Thanksgiving Day
Good Friday	December 24
July 4	December 25
Labor Day	December 31



B. Employees working at least 225 days per calendar year, but less than a full calendar year (260 working days)

January 1	Thanksgiving Day
Memorial Day (Federal)	Day after Thanksgiving Day
Good Friday	December 24
July 4	December 25
Labor Day	December 31

C. School Year Employees working less than 225 days per calendar year:

Labor Day	Thanksgiving Day
New Year's Day	December 25
Memorial Day	Good Friday

**5.02 Holidays Falling on Weekend**

If any of the holidays listed above, fall on a Saturday or Sunday, the holiday will be observed in the preceding or following week as set by administration.

**5.03 Holidays Falling on Student Contact Days**

If any of the holidays listed in *Section : Holidays Defined*, above, fall on a student contact day, the employees shall work their regular hours that day, and shall instead receive a paid holiday on a date determined by the Administration.

**5.04 Work on a Holiday (custodians only)**

Except as provided above, employees who work on any of the above-mentioned holidays shall be paid time and one-half for all hours worked in addition to the holiday pay. In other words, if the employees receive a different holiday date under a 'holidays falling on weekend' section, this provision shall not apply.

**5.05 Holidays during Vacation**

If any of the above holidays fall within an employee's vacation period, the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

**5.06 Eligibility for Holiday**

In order to be eligible for holiday pay, an employee must work the employee's scheduled workdays immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by the District Administrator and/or his/her designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

**SECTION 6. WAGE COMPENSATION AND EXPENSES**

**6.01 Wage**

- A. Individual employee's wage shall be listed on his/her letter of assignment. The district reserves the right to pay employees that are not eligible for health insurance benefits a bonus to attract/retain part-time employees.

**6.02 Out-of-Classification Pay**

Any employee assigned in a different classification for a non-permanent assignment will continue to receive the same pay rate as their normal classification.

**6.03 Support Staff Substitutes for Teachers**

By definition, support staff who do not hold teaching or substitute certificates are not qualified teachers and shall not be required, permitted nor authorized to take the place of a teacher for the purpose of instructing students during times that a qualified substitute for that teacher could reasonably be expected to be hired. This provision does not preclude support staff from being assigned to student(s) supervision responsibilities, or emergency classroom supervision. Support Staff on a temporary assignment will remain at their same classification pay.

**SECTION 7. JOB RELATED TRAINING AND LICENSURE**

**7.01 In-Service Training**

The district within its discretion may provide appropriate paid in service training to each employee.

**7.02 License Renewal for Instructional Assistants**

Instructional assistants are required to be licensed by the Department of Public Instruction. Must possess a DPI License #883. The license shall be paid by the District.

Substitute Assistants who work more than 10 days per year will be reimbursed by the District for the DPI License #883.

**SECTION 8. EMPLOYEE EVALUATIONS**

**8.01 Evaluation**

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

**8.02 Procedures and Instruments**

The District will develop evaluation procedures and instruments.

**8.03 Frequency**

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

**8.04 Receipt of Evaluation**

Each employee shall receive a copy of his or her evaluation. The employee will be

expected to sign his or her evaluation but only to acknowledge receipt of the same.

**8.05 Comments, Disputes**

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

**8.06 Evaluators**

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

**SECTION 9. RESIGNATION FROM EMPLOYMENT**

**9.01 Notice of Termination of Employment**

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

**PART IV- STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.22,  
WIS. STATS., EXECUTIVE, ADMINISTRATIVE AND ACADEMIC  
ADMINISTRATIVE EMPLOYEES**

## SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

### 1.01 **Standard for Nonrenewal for Administrators**

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

### 1.02 **Standard for Discipline and Termination**

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

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

### 1.03 **Disciplinary Materials**

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

## SECTION 2. JOB RESPONSIBILITIES

### 2.01 **Professional Level of Competence**

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

### 2.02 **Devotion of Full-time to Job**

Except as is otherwise provided in the administrator’s individual contract, administrators shall devote full time to the duties and responsibilities normally expected of the administrator's position. Administrators shall not engage in any

pursuit, or accept any other employment, which interferes with the proper discharge of the Administrator's duties and responsibilities.

**2.03 Administrator License or Certificate**

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

**2.04 Job Description**

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

**SECTION 3. WORK SCHEDULES**

The district has the ability to transfer an administrative employee to a position that is within the certification, but is not the specific position delineated on the individual contract.

**3.01 Work Schedules for Administrative Staff**

Administrative staff work schedules are set by the district administrator with the professional duties of each administrator taken into account in the setting of the work schedule. Each administrator's work schedule will be aligned with the days and term of employment specified in the administrator's individual contract. Full time employees are generally expected to work eight-hour duty days. Professional staff (exempt personnel in accordance with the Fair Labor Standards Act) such as central office administrators, directors, coordinators, principals, associate principals, assistant principals, directors of instruction, counselors, campus athletic coordinators, diagnosticians and supervisors, are expected to report for duty for at least eight hours each day, (8.5 hours with a 30 minute unpaid lunch time). Administration schedules may vary because of staggered starting times and job responsibilities, so long as all employees listed are scheduled for a minimum eight-hour duty day.

**SECTION 4. PROFESSIONAL GROWTH**

**4.01 Requirement to Remain Current**

All administrators shall engage in independent and active efforts to maintain high standards of individual excellence. Administrators are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national administrator associations; seminars, workshops and courses offered by institutions of higher

learning, and other formal and informal professional development activities.

**4.02 Professional Reimbursement Program**

Insert professional development reimbursement language (e.g., credit reimbursement, professional association membership reimbursement, etc.), if any, in this *Section: General School Administration.*

- 4.03** § 121.02(1)(q), Wis. Stats. requires that each school board shall evaluate in writing, the performance of all certified school personnel at the end of their first year and at least every third year thereafter.

**SECTION 5. ADMINISTRATOR EVALUATION**

**5.01 General Provisions**

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

**5.02 Evaluation Frequency**

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

Administrator’s individual contracts may have language requiring more frequent evaluation than that specified above.

**5.03 Evaluators**

The board is responsible for the school district administrator’s evaluation. The school district administrator is responsible for the evaluation of other administrators and shall either perform those evaluations him or herself or shall direct that those evaluations be performed by other persons who have the training, knowledge and skills necessary to evaluate professional administrative school personnel.

**SECTION 6. PROFESSIONAL COMPENSATION**

**6.01 Professional Compensation**

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



## **PART V- STAFF THAT ARE CONSIDERED MANAGEMENT LEVEL**

## SECTION 1.DISCIPLINE, TERMINATION AND NONRENEWAL

### 1.01 **Standard for Nonrenewal for Management**

Management Employees are at will employees.

### 1.02 **Standard for Discipline and Termination**

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

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

**1.03 DISCIPLINARY MATERIALS**

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

**SECTION 2. JOB RESPONSIBILITIES**

**2.01 Professional Level of Competence**

Management shall perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board which now exist or which may be hereinafter enacted by the Board.

Management are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national administrator associations; seminars, workshops and courses offered by institutions of higher learning, and other formal and informal professional development activities. As approved by supervising administrator.

**2.02 Job Description**

The Board shall provide written job descriptions.

**SECTION 3. WORK SCHEDULES**

The district has the ability to transfer management employees

**3.01 Work Schedules for Management Staff are set by Supervising Administrator**

**SECTION 4. MANAGEMENT EVALUATION**

**4.01 General Provisions**

Management shall receive written evaluations by supervising administrator.

**SECTION 5. PROFESSIONAL COMPENSATION**

**5.01 Professional Compensation in accordance with letter of employment**



## PART VI- CO-CURRICULAR STAFF

## SECTION 1.ATHLETIC AND ACTIVITY ASSIGNMENTS

### 1.01 Letter of Assignment

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

1. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant.
2. The stipend for extra-curricular activities shall be specified in the letter of assignment.
3. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.

### 1.02 Payments

Payments for extra-curricular activities shall be made in accordance with District payroll procedures. However, wages earned shall be paid at least monthly, with no longer than 31 days between pay periods

### 1.03 Work Schedule

Extra-curricular assignments may occasionally occur during part of an employee's regular workday in his/her other position(s) with the District (e.g., as a teacher). In such cases, the employee shall consult with the supervisor of his/her regular assignment to determine the appropriate course of action. In the supervisor's sole discretion, the employee may be (1) required to work a flexible schedule to make up time lost during his/her regular workday; (2) relieved from the requirement to make up the time lost; (3) required to re-schedule the extra-curricular activity; or (4) required to take any other action that the supervisor deems reasonable.

### 1.04 Evaluation of Extra-Curricular Assignments

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

**1.05 Volunteers**

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

- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District’s general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District’s liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They will be responsible for their own personal injuries(i.e., ineligible for worker’s compensation);
- D. They must consent to a background check and agree to have a tuberculin skin (TB) test;
- E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- F. They accept direct and indirect supervision of the head coach; and,
- G. They may be dismissed at any time without cause.

**1.06 Extra-Curricular Pay Schedule**

Activity	Position	Pay
<b>Activities Director</b>	MS/JH	\$4,436.00
<b>ArcheryTeam</b>	MS/HS	\$1,575.00
<b>Asian Society</b>	HS	\$1,294.00
<b>Asian Society</b>	MS/JH	\$832.00
<b>Baseball</b>	HS Head	\$3,512.00
<b>Baseball</b>	HS Assistant	\$2,403.00
<b>Basketball</b>	HS Head	\$4,436.00
<b>Basketball</b>	HS Assistants	\$2,773.00
<b>Basketball</b>	MS/JH	\$125/week
<b>Cheerleaders</b>	HS Fall	\$1,109.00
<b>Cheerleaders</b>	HS Winter	\$2,219.00
<b>Clay Target Team</b>	MS/HS	\$1,575.00

<b>Cross Country (B/G)</b>	HS Head	\$2,958.00
<b>Cross Country (B/G)</b>	MS/JH (combined B/G)	\$125/week
<b>Dance</b>	HS Winter	\$788.00
<b>Dance</b>	HS Fall	\$788.00
<b>Destination/Imagination Odyssey of the Mind</b>	MS/JH	\$1,575.00
<b>Dibels/Homebound/ STARRS</b>	Elem-JH	\$27.00/hour
<b>Digital Media Specialist</b>	HS	\$1,575.00
<b>FFA</b>	HS	\$814.00
<b>FFA</b>	HS Summer-20 days	\$1,575.00
<b>FFA</b>	HS Summer-10 days	\$788.00
<b>Football</b>	HS Head	\$4,436.00
<b>Football</b>	HS Assistants	\$2,773.00
<b>Forensics</b>	HS	\$1,294.00
<b>Forensics</b>	MS/JH	\$832.00
<b>Golf</b>	HS Head	\$2,773.00
	HS Assistants	\$1,849.00
<b>Gymnastics</b>	HS Head	\$4,436.00
<b>Gymnastics</b>	HS Assistant	\$2,773.00
<b>Gymnastics</b>	MS/JH	\$125/week
<b>Key Club</b>	HS Advisor	\$1,294.00
<b>Ink Club</b>	HS Advisor	\$739.00
<b>Mock Trial</b>	HS	\$739.00
<b>Music</b>	HS Co-Curricular Band	\$2,862.00
<b>Music</b>	HS Co-Curricular Vocal	\$2,100.00
<b>Music</b>	HS Pep Band	\$1,036.00
<b>Music</b>	HS Marching Band	\$1,036.00
<b>Music</b>	Summer Band-20 days	\$1,575.00
<b>Music</b>	Summer Band-10 days	\$788.00
<b>Music</b>	MS/JH Co-Curricular Instrumental (100% position)	\$512.00
<b>Music</b>	Elementary Co-Curricular Choral (50% position)	\$142.00
<b>Musical</b>	HS Head	\$3,675.00
<b>Musical</b>	HS Assistant	\$1,849.00
<b>Nat'l Honor Society</b>	HS	\$814.00
<b>Play</b>	HS Head	\$2,100.00
<b>Play</b>	HS Assistant	\$1,849.00
<b>Play</b>	MS/JH Head (per production)	\$1,849.00
<b>Play</b>	MS/JH Assistant (per production)	\$1,109.00
<b>Poli-Sci</b>	HS	\$739.00
<b>Skills USA</b>	HS	\$1,294.00
<b>Soccer</b>	HS Head	\$2,847.00
<b>Soccer</b>	HS Assistant	\$1,764.00
<b>Softball</b>	HS Head	\$3,512.00
<b>Softball</b>	HS Assistant	\$2,403.00
<b>Softball</b>	HS Assistant (must drive)	\$125.00



<b>Student Council</b>	HS	\$1,294.00
<b>Student Council</b>	MS/JH	\$420.00
<b>Track (B/G)</b>	HS Head (combined B/G)	\$4,067.00
<b>Track (B/G)</b>	HS Assistant	\$2,418.00
<b>Track (B/G)</b>	MS/JH (combined B/G)	\$125/week
<b>Volleyball</b>	HS Head	\$3,697.00
<b>Volleyball</b>	HS Assistants	\$2,773.00
<b>Volleyball</b>	MS/JH	\$125/week
<b>Weight Room Supervisor</b>	HS	\$12.26 per hour
<b>Wrestling</b>	HS Head	\$4,436.00
<b>Wrestling</b>	HS Assistant	\$2,773.00
<b>Wrestling</b>	MS/JH	\$125/week
<b>Yearbook</b>	HS	\$1,590.00

Any sport wishing to pool and redistribute the coaching pay for that sport may do so under the following conditions:

- A. All coaches in that sport must voluntarily agree to the changes.
- B. If any coach in that sport disagrees, then all coaches return to the pay specified in the Extra-Curricular Pay Schedule.
- C. The agreed to changes must be presented in writing to the Business Administrator's office prior to the start of that sports season.
- D. The agreement must be signed by all coaches in that sport.

#### 1.07 **ADDITIONAL PAYMENTS FOR EXTRA DUTY ASSIGNMENTS**

<b>Assignment</b>	<b>Position</b>	<b>Pay</b>
<b>Game Manager/Clerk of Course</b>		\$45
<b>Line Judge</b>		\$30
<b>Tickets</b>		\$25
<b>Chain Gang</b>		\$25/game
<b>Clock/Score Keeper</b>		\$25/game
<b>Announcer</b>		\$25/game
<b>Fund 80</b>		\$15/game
<b>Track Meet Workers</b>	(does not include tickets)	\$45



## PART VII- SUBSTITUTE EMPLOYEES

## **SECTION 1.ALL SUBSTITUTE EMPLOYEES**

### **1.01 Pre-Employment Requirements**

All new substitute staff hires will have to meet all new staff requirements, including but not limited to, a background check.

## **SECTION 2.SUBSTITUTE TEACHERS**

### **2.01 Licensure and/or Permit**

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

### **2.02 Training and Evaluation**

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

### **2.03 Assignment and Professional Responsibilities**

A. Assignments: Substitutes shall be assigned at the discretion of the District.

#### **OR**

Substitutes shall be assigned as follows:

1. Principals' requests for a given substitute shall take first precedence.
2. Teachers' requests for a given substitute shall take second precedence.  
The jobs under this subsection will be posted to substitutes as soon as the District has been notified of an absence.
3. After the above process has been completed, all other substitutes shall be notified of the available work.

B. A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute. School Board policies will be available to the substitute upon request.

C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment

1. A substitute teacher may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute teacher list if the substitute demonstrates a pattern or practice of declining assignments.
2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute teacher may also cancel a teaching assignment by calling human resources. A substitute who wishes to cancel an assignment on the current date must inform human resources by phone.

D. Professional Responsibilities:

The professional responsibilities and duties of substitutes shall be consistent with the regular teacher's responsibilities and duties for whom they are substituting. When a substitute is employed as a long-term substitute teacher, or is employed at the end of the semester, and is expected to close out school records, do report cards, and inventories, he/she may be given up to one day to complete these tasks if deemed necessary by the principal. The substitute will be compensated at the applicable substitute rate.

E. Long-Term Substitute Assignment

1. When a substitute is assigned for a specific long-term assignment, which is more than ten (10) consecutive days in the same position, the long term rate will begin on the first day.
2. Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher.

- F. Substitute Teaching Day: substitute's teaching day shall be eight (8) hours, plus an unpaid duty free lunch, when subbing for a full-time teacher who is absent for a whole day. If a teacher does not have a full schedule of classes the time will be prorated. A substitute's teaching day may be less than eight (8) hours if the substitute is replacing a teacher on a partial absence.

**2.04 Compensation**

Daily Rate: Substitute teachers shall receive compensation for services as determined by board.

**2.05 Dismissal/Removal from Substitute List**

Substitute teachers are casual employees. As such substitute teachers may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute teachers may also be removed from the substitute call list at the discretion of the district.

**2.06 Substitute Teacher Pay Schedule**

Substitute teachers shall be employed at the rate established by the District; human resources will provide the rates. If a substitute teacher works for ten (10) consecutive days the rate for 10<sup>th</sup> day until there is a break in service will be at the long- term per diem substitute rate.

Part-time substitute teachers shall be paid on a prorated basis based off of the full daily rates set forth above. The substitutes' hourly rate shall be computed based on rounding up to the next hour.

**SECTION 3.SUPPORT STAFF SUBSTITUTES**

**3.01 Licensure and/or Permit**

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

Aide substitutes must have DPI license #883. The substitute is responsible to be DPI licensed. The district will reimburse the substitute aides for the cost of the license if they work for ten days or more in the license cycle.

**3.02 Training and Evaluation**

Suitable programs of training, testing, orienting and evaluating the work of substitute support staff may be provided by other district staff and/or the District as appropriate.

**3.03 Assignment and Professional Responsibilities**

A. Assignments: Substitutes shall be assigned at the discretion of the District.

B. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment

1. A substitute may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute list if the substitute demonstrates a pattern or practice of declining assignments.
2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute may also cancel an assignment in advance by providing notification to the building secretary.

C. Responsibilities: The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.

D. Substitute Day: The substitute's length of service will be determined by the District.

**3.04 Compensation**

Hourly Rate: Substitute employees shall receive compensation for services rendered as determined by the District.

**3.05 Dismissal/Removal from Substitute List**

Substitute employees are casual employees. As such substitute employees may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute employees may also be removed the substitute call list at the discretion of the district.

**3.06 Substitute Employee Pay Rates**

Substitutes shall be employed at the rate established by the District.

## APPENDIX



**STANDARDS OF CONDUCT - HARASSMENT, BULLYING & SEXUAL HARASSMENT COMPLAINT FORM:**

**If you believe you have been the victim of bullying, harassment or sexual harassment as defined by District policies you must immediately must fill out this complaint form completely and turn it into your principal or immediate supervisor, unless the principal is the subject of your complaint in which case you must deliver this form to the District superintendent. The District will process your complaint(s) in accordance with applicable Board policies and the terms of this Handbook.**

- 1) Name:**
- 2) Address:**
- 3) Home phone or number where you can be reached:**
- 4) Position & work site:**
- 5) Name of Immediate Supervisor:**
- 6) Please state date(s) of the event or series of events causing the complaint:**

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**7) Please state your complaint including the harm alleged and policy violated:**

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**8) Please state specific facts of which you are aware to support your complaint and the names of any witnesses who may be able to corroborate your statements (list all details and attach additional sheets if necessary):**

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**9) Please state the remedy sought:**

**10) If you will be represented in pursuing your complaint, please identify that individual or organization (if known):**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**Signature:**

**Date Submitted:**

**\*Please note that filing this complaint is only the first step in the process. The District will contact you to schedule one, if not several, follow-up meetings as a part of its investigation into your complaint and the allegations contained therein.**

**(To be completed by Principal/Supervisor within 24 hours of time of accident/injury)**

**Employee Accident/Injury Report**

**MEDICAL TREATMENT REQUEST**

**EMPLOYER: 1. Please give this request to the injured employee when he goes to the doctor. It is important that you sign and date the request.**

**2. Immediately complete Employer's First Report of Injury form and send to Employers Mutual Casualty Company.**

**EMPLOYER: \_\_\_\_\_**

**BY: \_\_\_\_\_**

**TODAY'S DATE: \_\_\_\_\_**

**DOCTOR: Please furnish the necessary treatment for the injury sustained by \_\_\_\_\_**

**On \_\_\_\_\_, 20\_\_\_\_\_ subject to the provisions of the Workers Compensation Act.**

**DOCTOR'S REPORT**

**PLEASE IMMEDIATELY COMPLETE AND MAIL THIS REPORT.**

**History of injury as described by patient \_\_\_\_\_**

**Date of Injury \_\_\_\_\_, 20\_\_\_\_\_. Describe nature and extent of injuries: \_\_\_\_\_**

**Describe treatment rendered: \_\_\_\_\_**

**Will additional treatment be required? \_\_\_\_\_ If yes, how long? \_\_\_\_\_**

**Does injury prevent patient from working? \_\_\_\_\_ If yes, estimate how long? \_\_\_\_\_**

**Was patient referred to another physician? \_\_\_\_\_ If yes, please advise complete name and address: \_\_\_\_\_**

**IF NO FURTHER TREATMENT IS NEEDED, PLEASE ATTACH ITEMIZED STATEMENT.**

**SIGNED: \_\_\_\_\_**

**(Attending Physician)**

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

**DATE: \_\_\_\_\_**

**IRS No. \_\_\_\_\_**

**EMC Insurance Companies**

**16455 W BLUEMOUND ROAD**

**PO BOX 327**

**BROOKFIELD WI 53008-0327**

## EMPLOYER'S FIRST REPORT OF INJURY OR DISEASE

Department of Workforce Development  
**Worker's Compensation Division**  
 201 E. Washington Ave., Rm. C100  
 P.O. Box 7901  
 Madison, WI 53707-7901  
 Imaging Server Fax: (608) 260-2503  
 Telephone: (608) 266-1340  
<http://www.dwd.wisconsin.gov/wc>  
 e-mail: DWDDWC@dwd.wisconsin.gov

**Fatal Injuries:** Employers subject to ch.102, Wis. Stats., must report injuries resulting in death to the Department and to their insurance carrier, if insured, within one day after the death of the employee.  
**Non-Fatal Injuries:** If the injury or occupational illness results in disability beyond the three-day waiting period, the employer, if insured, must notify its insurance carrier within 7 days after the injury or beginning of disability. Medical-only claims are to be reported to the insurance carrier only, not the Department.  
**Electronic Reporting Requirement:** All work-related injuries and illnesses resulting in compensable lost time, with the exception of fatalities, must be reported electronically to the Department via EDI or internet by the insurance carrier or self-insured employer within 14 days of the date of injury or beginning of disability. Employer may fax claims for fatal injuries to the Imaging Fax Server number on this form.

Provision of your Social Security Number (SSN) is voluntary. Failure to provide it may result in an information processing delay.  
 Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04 (1)(m), Wisconsin Statutes).  
**(Please read the instructions on page 2 for completing this form.)**

<b>EMPLOYEE</b>	Employee Name (First, Middle, Last)		Social Security Number	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Employee Home Telephone No. ( ) -
	Employee Street Address		City	State	Zip Code
	Birthdate	Date of Hire	County and State Where Accident or Exposure Occurred?		
<b>EMPLOYER</b>	Employer Name	WI Unemployment Ins. Acct No.	Self-Insured?	Nature of Business (Specific Product)	
	Prairie du Chien School District	2X7731303	<input type="checkbox"/> Yes <input type="checkbox"/> No	School	
	Employer Mailing Address	City	State	Zip Code	Employer FEIN
	1901 E. Wells Street	Prairie du Chien	WI	53821-	39 - 6004016
Name of Worker's Compensation Insurance Co. or Self-Insured Employer				Insurer FEIN	
Employers Mutual Casualty Company, 16455 W. Bluemound Rd, PO Box 327, Brookfield, WI 53008-327				42 - 0234980	
Name and Address of Third Party Administrator (TPA) Used by the Insurance Company or Self-Insured Employer				TPA FEIN	
Wage at Time of Injury		Specify per hr., wk., mo., yr., etc.	In Addition to Wages, Check Box(es) if Employee Received:	<input type="checkbox"/> Meals <input type="checkbox"/> Room <input type="checkbox"/> Tips	No. of Meals/wk. No. of Days/wk. Avg. Weekly Amt. \$
\$		Per:			
Is Worker Paid for Overtime? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, After How Many Hours of Work Per Week?					
For the 52 Week Period Prior to the Week the Injury Occurred, Report Below the Number of Weeks Worked in the Same Kind of Work, and the Total Wages, Salary, Commission and Bonus or Premium Earned for Such Weeks.					
No. of Weeks:	Gross Amount Excluding Tips: \$		If Piece-Work, No. of Hrs. Excluding Overtime:		
Employee's Usual Work Schedule When Injured:		Start Time	Hours Per Day	Hours Per Week	Days Per Week
		: <input type="checkbox"/> AM <input type="checkbox"/> PM			
Employer's Usual Full-Time Schedule for This Type of Work at Time of Employee's Injury:					
Part-Time Employment Information:	Are there Other Part-Time Workers Doing the Same Work With the Same Schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many?		Number of Full-Time Employees Doing The Same Type Of Work:		
Injury Date	Time of Injury	Last Day Worked	Date Employer Notified	<input type="checkbox"/> Date Returned to Work <input type="checkbox"/> Estimated Date of Return	
: AM : PM					
Did Injury Cause Death? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Death	Was This a Lost Time or Other Compensable Injury? <input type="checkbox"/> Yes <input type="checkbox"/> No	Did Injury Occur Because of: <input type="checkbox"/> Substance Abuse <input type="checkbox"/> Failure to Use Safety Devices <input type="checkbox"/> Failure to Obey Rules		
Was Employee Treated in an Emergency Room? <input type="checkbox"/> Yes <input type="checkbox"/> No Was Employee Hospitalized Overnight as an In-Patient? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Name and Address of Treating Practitioner and Hospital:					
Case Number from the OSHA Log:					
Injury Description - Describe Activities of Employee When Injury or Illness Occurred and What Tools, Machinery, Objects, Chemicals, Etc. Were Involved.					
What Happened to Cause This Injury or Illness? (Describe How The Injury Occurred)					
What Was The Injury or Illness? (State the Part of Body Affected and How It Was Affected)					
Report Prepared By		Work Phone Number	Position	Date Signed	
		( ) -			
WKDC-12-E (R. 02/2008) <b>SEND REPORT IMMEDIATELY - DO NOT WAIT FOR MEDICAL REPORT</b>					

## EMPLOYER AND INSURANCE CARRIER INSTRUCTIONS

The employer must complete all relevant sections on this form and submit it to the employer's worker's compensation insurance carrier or third party claim administrator within seven (7) days after the date of a work-related injury which causes permanent or temporary disability resulting in compensation for lost time. The employer's insurance carrier or the third-party claim's administrator may request that this form also be used to immediately report any injury requiring medical treatment, even though it does not involve lost work time.

For any work injury resulting in a **fatality**, the employer must also submit this form directly to the Department of Workforce Development **within 24 hours of the fatality**.

An employer exempt from the duty to insure under s. 102.28, Wis. Stats., and an insurance carrier administering claims for an insured employer are required to submit this form to the Department of Workforce Development within 14 days of the date of work injury.

### MANDATORY INFORMATION

**In order to accurately administer claims, each of the following sections of this form must be completed.** The First Report of Injury will be returned to the sender if the mandatory information is not provided.

**Employee Section:** Provide all requested information to identify the injured employee. If an employee has multiple dates of employment, the "Date of Hire" is the date the employee was hired for the job on which he or she was injured.

**Employer Section:** Provide all requested information to identify the injured worker's employer at the time of injury. Provide the name and Federal Employer Identification Number (FEIN) for the insurance carrier or self-insured employer responsible for the worker's compensation expenses for this injury. Also identify the third party claim administrator, if one is used for this claim.

**Wage Information Section:** Provide the information requested regarding the injured employee's wage and hours worked for the job being performed at the time of injury.

**Injury Information Section:** Provide information regarding the date and time of injury. Provide a detailed description of the injury, including part of the body injured, the specific nature of the injury (i.e., fracture, strain, concussion, burn, etc.) and the use of any objects or tools (i.e., saw, ladder, vehicle, etc.) that may have caused the injury. Provide the name of the person preparing this report and the telephone number at which they may be reached, if additional information is needed. This form was designed to include information required by OSHA on form 301. If this section is completed and retained, the employer will not have to complete the OSHA 301 form.



## APPENDIX: SALARY PAYROLL OPTIONS

\_\_\_\_\_ School Year

Each Teacher employee shall have the option of being paid in twenty (20) or twenty-four (24) equal installments. The Teacher employee shall on an annual basis submit this form to the District Office two weeks prior to the first day of the school year for which the Teacher employee is paid. Once the Teacher employee has selected twenty (20) or twenty-four (24) pay periods such selection shall be irrevocable for that contract year. The Teacher employee may change such election for succeeding contract year(s) by signing, printing and turning in this payroll election form two weeks prior to the new school year.

The Teacher employee shall receive their pay installments on the 15<sup>th</sup> and last day of each month.

Teacher employees who choose twenty (20) equal installments will receive their first installment on or before September fifteenth and their last installment on or before June thirtieth. (No summer reg. checks)

Each Teacher employee must notify the District Business Office of payment option selection prior to the end of the school year preceding the school year the payment changes go into effect.

I choose to receive my pay installment in 20 equal installments. \_\_\_\_\_

I choose to receive my pay installment in 24 equal installments. \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Updated 5/1/18 JR, PS

## APPENDIX: TEACHER PREPARATION TIME

### Preparation Time during the school day (Prep)

**For the 2011-2012 school year, the following School Board recommendations on a full-time equivalent basis are to be used as a guide for administration to schedule teaching staff.**

The general expectation and practice at the Prairie du Chien Public Schools is for teachers to use prep time during the school day for preparation activities related to classroom curriculum, school functioning, and planning which include, but is not limited to, lesson planning and preparation, preparation of labs or educational materials, meeting with students, grading, schoolwork, communicating with parents, maintaining student records, ordering supplies, to confer or collaborate with other staff, to complete administrative duties, and other activities related to teaching. The Supreme Court of Wisconsin has firmly ruled that prep time is not analogous to a break period.

#### **Pre-K**

Pre-K Teachers: approximately up to approximately 90 minutes per day of prep time as appropriate for load as determined by site Principal.

#### **K-4 Elementary – BAK and BV**

K-4 Classroom teachers primarily teaching English Language Arts (ELA) and Mathematics: approximately 90 minutes of prep time to be called common planning time per the Professional Learning Communities (PLC) under the RTI model.

K-4 Encore Rotation Teachers (Art, Music, Spanish, Science, Social Studies): approximately 90 minutes per day of prep time

K-4 Wellness Teachers (Physical Education): approximately 30 minutes per day of prep time, additional prep may be assigned if teacher is coaching three sports seasons

#### **5-8 BV Middle School and BV Junior High**

Note: Attempts are being made to develop a plan to schedule grades 5 and 6 under the same elementary RTI model so those grades would be under the same PLC plan as K-4.

5-8 Core area Classroom Teachers: approximately 90 minutes per day of prep time

5-8 Encore Rotation Teachers (Art, Music, Spanish): approximately 90 minutes per day of prep time

5-8 Wellness Teachers (Physical Education): approximately 30 minutes per day of prep time, additional prep may be assigned if teacher is coaching three sports seasons

#### **PdC High School**

High School Classroom Teachers: approximately 90 minutes per day of prep time to be scheduled

9-12 Wellness Teachers (Physical Education): approximately 30 minutes per day of prep time, additional prep may be assigned if teacher is coaching three sports seasons

### **Specialists**

Nurse, Guidance, Specialists, Librarian, Pathologists, and School Psychologist: No prep to be scheduled. Prep time assigned on an as needed basis per project as directed by Administration. Example; if a report is due, the Nurse will work with the Principal to schedule time to complete the report.

Pre-K to 12 Special Education Teachers: up to approximately 90 minutes per day of prep time as appropriate for load as determined by site Principal.

**There will be no overload pay unless it is a significant discrepancy from the recommendations. An example would be that due to scheduling, a High School Math Teacher had only one skinny of prep per day all year - that teacher would be paid extra for the 45 minutes for the full year. All overload pay will be paid at \$27.00 per clock hour.**

**Attempts should be made to have prep time in significant blocks of time. The value of the 90 minute common prep time for the Professional Learning Community concept for the elementary teachers is still being evaluated, but initially it seems to be of value and will be continued into 2011-2012.**

Updated 6/10/19 JR,AB

## **APPENDIX: EMPLOYMENT POSTERS**

### **STATE OF WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT (DWD)**

<https://dwd.wisconsin.gov/dwd/posters.htm>

#### **Wisconsin Posters:**

Employee Rights Under Wisconsin's Business Closing/Mass Layoff Law  
Hours and Days of Work Minors May Work in Wisconsin  
Employee Protections Against Use of Honesty Testing Devices  
Fair Employment Law (FLSA)  
Family and Medical Leave Law (FMLA)  
Minimum Wage Rates  
Minimum Wage, Workers With Disabilities Paid At Special  
Notification Required for Cessation of Health Care Benefits  
Retaliation Protection For Health Care Workers  
Unemployment Benefits, Notice to Employees About Claiming  
Public Employee Safety and Health (OSHA)  
Hazardous Chemicals in the Workplace?



## **U.S. DEPARTMENT OF LABOR (DOL)**

<https://www.dol.gov/>

### **Federal Posters:**

Employee Polygraph Protection Law (EPPA) (WH-1462)

Employee Rights Under the National Labor Relations Act

Equal Opportunity is the Law, Age Discrimination, Americans With Disabilities Act

Family & Medical Leave Law (WH-1420)

Federal Minimum Wage -Your Rights Under the Fair Labor Standards Law (WH-1088)

Job Safety & Health Protection

Occupational Injuries and Illnesses Summary

The Uniformed Services Employment And Reemployment Act (USERRA)

## **U.S. DEPARTMENT OF LABOR (DOL)**

[https://www.dol.gov/sites/dolgov/files/WHD/posters/FFCRA\\_Poster\\_WH1422\\_Non-Federal.pdf](https://www.dol.gov/sites/dolgov/files/WHD/posters/FFCRA_Poster_WH1422_Non-Federal.pdf)

### **Federal poster:**

**Families First Coronavirus Response Act (FFCRA or Act)**

## **COMPUTER, INTERNAL NETWORK, ELECTRONIC MAIL, AND INTERNET SAFETY**

### **Detailed Provisions**

#### **A. Management, Administration, Monitoring, and Privacy**

1. The District has software and systems in place that monitor and record all Internet usage. The District wants users to be aware that our security systems are capable of recording, for each and every user, each World Wide Web site visit and the amount of time spent actively using the World Wide Web, and we reserve the right to do so at any time, without advance notice or warning to the user. No District student or employee should have any expectation of privacy as to his or her Internet usage, or the privacy of any electronic mail message, file, download, note, or other data stored on or transmitted or received through any District computing

facility. The District may review computing activity and analyze usage patterns, and may choose to publicize this data to assure that the District's computing resources are devoted to maintaining the highest standards of educational benefit and employee productivity.

2. The District, through appropriate management personnel, reserves the right to inspect any and all data stored in public or private areas of networked and individual storage systems of any kind, without notice or warning, and at any time or for any purpose.

3. If a student or employee finds that he/she is connected to a site that contains any offensive, disruptive, or harmful material such as listed at the end of this section, he/she must disconnect from that site immediately, regardless of whether that site has been previously deemed acceptable by any screening or rating program, and inform the teacher or supervisor of the incident. The District's goal in creating the above standards and reporting requirement is not to create an environment of fear and apprehensiveness for users accessing the Internet and internal networks, but to affirmatively set forth content standards for users to be mindful of when accessing these resources on their own.

Offensive, disruptive, or harmful data include, but are not limited to any messages or files, or data that contain the following:

- pornographic or erotic images,
- sexual implications,
- racial slurs,
- derogatory gender-specific comments,
- information or instructions designed to cause physical harm to another person,
- comments that offensively address a person's age, sexual orientation, religious beliefs, political beliefs, national origin, or disability,
- any comment intended to frighten, intimidate, threaten, abuse, annoy, or harass another person,
- those data or activities which invade the privacy of another person

4. The District will fully cooperate with requests from law enforcement and regulatory agencies for logs, diaries, data, and archives on individuals' computing activities to the extent required by law.

#### B. Systems Management, Data Integrity, and Security

1. Non-District owned hardware or software may not be introduced into the system without approval from the appropriate District systems management personnel. Exceptions include external storage devices.

2. Employees shall download only those materials, which are applicable to their position in the District. Students may only download files from the Internet that are specifically designated for use in classroom assignments and activities, and then only with the permission and direction of their teacher. The use of the District's Internet facilities to transfer data outside of these limits can create congestion that may adversely affect everyone's ability to access Internet resources of all kinds.
3. No employee or student may use District computing facilities to download or distribute software or data that is pirated, or in a manner inconsistent with its license agreement or applicable copyright law and District copyright policy. Any software or files transferred in any manner into or via the District's computing facilities becomes the property of the District, subject to the restrictions of any existing licensing agreement or applicable copyright law or policy. In any event, such downloaded files, regardless of license or license ownership, may only be used in a manner consistent with their licenses or copyrights, applicable District policy, or other controlling authority.
4. Unless software or data transferred into the District's computing facilities is part of an approved educational curriculum, students and employees must understand that the unauthorized use or independent installation of non-standard data may cause computers and networks to function erratically, improperly, or cause data loss. Users should seek the assistance of qualified District systems management personnel in downloading freeware or shareware, and must never install downloaded software to networked storage devices without the assistance and approval of appropriate personnel. District systems management personnel must have the software license prior to the download.
5. No employee or student may use the District's computing facilities to propagate any virus, worm, Trojan horse, trap-door program code, or any form of destructive or malicious computer instruction. Further, employees or students may not propagate any virus "warnings" via electronic mail except to alert appropriate District systems management personnel.
6. Students and employees may not intentionally delete or modify data that is used as part of an approved educational curriculum, except where the deletion or modification of said data is part of that curriculum. Users must respect the fact that, much like a library, software and data are made available for all to use and benefit from.
7. No employee or student may use the District's computing facilities to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user or the user's data.
8. All data that is transferred into the District's computing facilities must be checked for viruses before it is run or otherwise accessed. On computers where virus scanning takes place automatically, the virus scanning software must not be disabled, modified, uninstalled, or otherwise deactivated. If you are uncertain as to whether the workstation you are using is capable of detecting viruses automatically, or you are unsure whether the data has been adequately checked for viruses, you should contact appropriate District systems management personnel.
9. No student or employee may use the District's computing facilities to access or attempt to access stored materials or data that are not appropriate for their position, or are outside the scope of their education or employment duties.

C. User IDs and Passwords

1. Every student and employee accessing District computing resources will be assigned a User ID and/or password that functions as the method of access to the computing facilities. Users will be held fully accountable for activity that occurs on any District computing facility under the user's ID and password, regardless of whether the person assigned to the User ID and password is the actual user. Therefore, great care should be taken not to share or otherwise disclose this information to another person.
2. User IDs and passwords should never be written in a conspicuous place, written down together, or shared with any third party. If the user ID and/or password is lost, the student or employee must immediately inform appropriate District systems management personnel so his/her account can be temporarily deactivated and a new password assigned.
3. The District has security facilities available to detect an intruder who may be attempting to use or guess another's User ID and password to gain access to resources for which they are not authorized. If an account has become disabled because of an intruder's attempt to access the computing facilities, students and employees should contact appropriate District systems management personnel for assistance.
4. Some student users may not be granted User IDs and passwords if their foreseeable computer use will not involve storing files or accessing the Internet.

D. Electronic Mail

1. Electronic mail should primarily be used for internal District business, instructional purposes, and collaboration with fellow students and peers, and other activities directly related to a user's education or employment. While a certain amount of personal use occurs with any communications medium, users are discouraged from using District computing resources for personal communication, and expressly prohibit their use commercially or for personal enrichment or profit.
2. Though electronic mail is a fast and relatively easy mode of communication, nothing should be included in an electronic mail message that the user would not want read by a third party. Although it is rare, the interconnected nature of the Internet and its component disparate computing networks makes it possible for a third-party interceptor to store, view, read, print, and disseminate the contents of any electronic mail message to anyone else. The District has security facilities in place to prevent unauthorized access to our internal networks and electronic mail stored there. Employees and students must be aware that messages transmitted outside our networks may be equally protected, less protected, or not protected at all. The likelihood of such an interception is extremely low, but still possible, so users should therefore take great care when transmitting sensitive or confidential information. District employees should not transmit sensitive or identifying information about students via electronic mail.
3. Electronic mail should be retained only as long as needed, and not archived or otherwise stored beyond the time that it may reasonably need to be referred to.

4. Employees and students may not use District electronic mail facilities to propagate chain letters, advertising, jokes, personal files, images, or any other materials not directly related to their employment or education.
5. Employees and students should keep in mind that electronic mail is a written form of communication, just like a paper letter. Though electronic mail is relatively spontaneous compared with regular mail, users should take care to use the same level of discretion and forethought before sending messages, and additionally check them for completeness, accuracy, and grammar just as one would any written correspondence.

#### E. World Wide Web Publishing and Use

1. District employees, staff, and teachers will lead students in activities and exercises that strengthen their research skills and enrich the educational process. This may include using search engines in a way that is appropriate for the curricular goal and cognitive level of students, using pre-determined Web resources as a group, or allowing students to independently research subjects consistent with established curriculum and content guidelines.
2. Employees and students should read information on the World Wide Web with an evaluative and critical attitude, verifying the sources, authenticity, and accuracy of information to the best of their ability. To that end, employees will endeavor to review Web materials that will be used in classroom learning activities, and use only those that are of the highest quality.
3. Employees and students may bookmark educationally sound websites so they may be referred to quickly and easily, without the sometimes-tedious process of discovering the resource on one's own. These bookmarks may be saved to a networked storage device, and should be reviewed regularly by the user for relevance, currentness, and appropriateness to the educational and employment environment.
4. Materials published to the World Wide Web using District computing facilities are considered official District materials, and will be created by appropriate employees. Students may, upon approval of their teacher, create web pages relating to class projects or other school-related activities. The purpose of web pages published by the District shall be to communicate information about the District to students, parents, and the public, and to provide an instructional tool with links to other sites that correlate with current curriculum, are age-appropriate, and are reviewed in advance by appropriate District employees.
5. Creation and publishing of web pages is subject to the following guidelines:
  - Pages and the data contained thereon belong to the District, and should reflect quality work and accurate information except for student-created class assignments that are on a web page for display purposes.
  - Contents must adhere to this Acceptable Use Policy, applicable privacy policies and laws, applicable copyright policies and laws, and other established District policies.
  - Information published on District web pages should be education-related, non-confidential, and non-commercial. However, advertising for non-profit, school-sponsored organizations is acceptable.



- All pages should be created to facilitate easy loading and viewing of graphics and audiovisual materials by the user of the page, whether internal or outside the District, and subject to the restrictions contained in this Acceptable Use Policy.
  - Links to commercial or personal web pages shall not be made from any District web page, except where such linking would serve a legitimate educational purpose.
6. District web pages shall not contain the following items without the explicit written permission of a parent, guardian, or in the case of information about an employee, the employee:
- Students' full names, electronic mail addresses, telephone numbers, street addresses, or any other identifying information.
  - Identifying photographs, video, or likenesses of students and staff.
  - Employees' personal electronic mail addresses, personal telephone numbers, street addresses, or any other identifying information of a personal nature. Web pages may contain an employee's name, title, work telephone number, work electronic mail address, the building or facility they are employed in, and other work-related information to facilitate communication with parents and other outside correspondents.
7. District web pages should be updated regularly on a schedule determined by appropriate District systems management personnel. Links to outside pages must be reviewed and checked regularly for accuracy.
8. The work of students may be published on the District's Web pages provided that a written release is granted by the parent or guardian of the student. Students retain copyright of their work.
9. Each employee and student using the Web and other Internet facilities of the District shall identify himself or herself honestly, accurately, and completely at all times. No employee or student may purport to represent the District or its views, policies, or opinions without the advance approval of the Superintendent, and must refrain from political advocacy, endorsement of products, services, or educational methods, or communication with any media outlet or public forum without such advance approval.

#### F. Resource Considerations

1. Students and employees with Internet access should not use District computing facilities to transfer images, video, or sound materials unless there is an explicit educational purpose for such a transfer. The regular and widespread transfer of such large amounts of data creates a significant burden on any computing facility. Rather than transferring large files via the public Internet, users should ideally download a large amount of data once, then distribute it to others using the District's faster internal networks.

2. Whenever possible, students and employees should schedule communications-intensive operations such as large file transfers, video downloads, mass e-mailing, or the use of streaming audiovisual technology for times when other users are not likely to be performing the same activity.

3. The District may, at any time and without warning, move or delete data stored on networked systems to efficiently allocate computing resources to all users. While every reasonable attempt will be made to inform users of such modifications or deletions, users should preserve important or sensitive data on a disk or other removable storage medium, and particularly recognize that there may be circumstances when such a notification will not be possible, such as at the end of an academic year or during a vacation period.

**G. Enforcement**

1. Any user identified as a security risk or having a history of problems with computing systems may be denied access to the District's computing facilities, with or without advance notice, warning, or opportunity to cure a defect that may result in such a revocation of privileges.

2. The District will report all violations or suspected violations of District, local, State, or Federal laws and policies to the appropriate administrator, agency, or law enforcement authority, and will cooperate fully in the investigation of any activity that may violate established law or doctrine.

3. Violations of this Acceptable Use Policy will be investigated by appropriate District personnel. Where appropriate, disciplinary action will be taken against students and employees violating any provision of this Policy, as provided for by Board policy.

**H. Consequences**

**Student Violations:** Any student user who violates this policy will lose independent user privileges as stated below: Student violations and the disciplinary penalty will be recorded in the student's discipline record. Students violating this policy will be subject to disciplinary action that may include the loss of user privileges as stated below:

- 1<sup>st</sup> Offense - Three weeks suspension of network or Internet access
- 2<sup>nd</sup> Offense - Nine weeks suspension of network or Internet access
- 3<sup>rd</sup> Offense - One year suspension. from the date of violation, of network or Internet access
- Severe Offense - Whether a first, second or third offense, violations of a severe nature may result in permanent denial of computer privileges and if a violation is also against the laws of the state of Wisconsin, law enforcement may also be notified. .

All penalties will be administered by school principals and area subject to review by the administrative team. In all cases restitution for damages will be assessed.

**Employee Violations:** Any staff or guest user who violates this policy will be subject to disciplinary actions that include one or more of the following: directive guidance, written reprimand, loss of user privileges, suspension without pay, or discharge from employment.

All penalties will be administered by the district administrator and are subject to review by the School Board's Personnel Committee and/or the full School Board. In all cases restitution for damages will be assessed.

Adopted: 3/11/2002

Revised: 10/9/2006





## COMPUTER, INTERNAL NETWORK, ELECTRONIC MAIL, AND INTERNET

### SAFETY AGREEMENT

As a user of the Prairie du Chien Area School District Computer System, I recognize and understand that the District's computer systems are to be used for educational purposes only and that all equipment, software, messages and files are the exclusive property of the District. I understand that use of this equipment for non-educational purposes is strictly prohibited. I agree not to use the computer systems in a way that is disruptive, offensive, or harmful to others or to the District. Further, I agree not to use a password that has not been disclosed to the District. I agree not to use pass codes, access a file or retrieve any stored communication, other than where authorized, unless there has been prior clearance by a teacher or District administrator. I agree not to copy, send or receive copyrighted or confidential materials without permission.

I am aware that the District reserves, and will exercise the right, to review, audit, intercept, access and, if necessary, disclose all matters on the District's computer systems when legitimate purposes require it. I am aware that the District may exercise these rights with or without notice. I am aware that use of a password or code does not guarantee confidentiality, privacy or restrict the District's right to access electronic communications.

#### STUDENT / STAFF:

I understand and will abide by the Computer, Internal Network, Electronic Mail, and Internet Safety Policy. Should I commit any violation, my access privileges may be revoked and school disciplinary and/or appropriate legal action may be taken.

Name (please print): \_\_\_\_\_

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

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

#### PARENT OR GUARDIAN:

As the parent or guardian of this student, I have read the Computer, Internal Network, Electronic Mail, and Internet Safety Policy. I understand that this access is designed for educational purposes. I recognize that it is impossible for the Prairie du Chien Area School District to restrict access to all controversial materials, and I will not hold them responsible for materials acquired on the network. I hereby give

permission to issue accounts for my child and certify that the information contained in this form is correct.

Parent or Guardian's Name (please print): \_\_\_\_\_

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

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

# PRAIRIE DU CHIEN ORGANIZATIONAL CHART

