

Platteville School District Employee Handbook

2015-16



The School District of Platteville is an equal opportunity employer and does not discriminate on the basis of age, race, religion, color, handicap, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, or membership in the national guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States.

Employee Acknowledgment

I hereby acknowledge that it is my responsibility to access the ***Platteville School District Employee Handbook (2015-16)*** online. 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 “Platteville School District Board Policies Manual.” The ***Platteville School District Employee Handbook (2015-16)*** and the Board Policies Manual can be located in the District libraries, in district and building main offices, and on the District’s website:

<http://www.platteville.k12.wi.us/>

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.*
- *I understand that this Handbook does not constitute an employment contract or alter my status as an at-will employee.*
- *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 or reduction in salary for breach of contract.

Printed Name

Signature

Date

(To be signed and returned to the employee’s supervisor.)

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School District of Platteville Mission Statement

The mission of the Platteville School District, in partnership with family and community, is to empower individuals to become life-long learners who will have the vision and skills to manage change and improve the world we share.

Students will maximize their potential through individual learning plans that are based on the diverse experiences available in our unique rural, educational, industrial and commercial environment.

School District of Platteville

Administrative Services Directory

2015-2016

District Office/Services

School District Office & Customer Service.....	Lynne Tanner	342-4000
Superintendent of Schools	Dr. Connie Valenza	342-4001
Director of Business Services.....	Art Beaulieu	342-4006
Director of Student Achievement & Intervention Services.....	ReNah Reuter	342-4025
Bookkeeper.....	Joyce Weber	342-4005
Curriculum Director.....	ReNah Reuter	342-4000
Gifted & Talented Coordinator.....	ReNah Reuter	342-4010
Social Worker.....	Nancy Olson	342-4020
Nurse.....	Julie Leibfried	342-4010
District Media Director.....	Page Leahy	342-4010

Platteville High School

Principal	Timothy Engh	342-4020
Assistant Principal/Athletic Director	Michael Foley	342-4020
Career & Technology Coordinator.....	Janis Miles	342-4020
Guidance Counselor.....	Amy Foote	342-4020

Platteville Middle School

Principal	Jason Julius	342-4010
Guidance Counselor/Student Services Specialist.....	Laura Melby	342-4010
Guidance Counselor/Student Services Specialist.....	Vicki Feldman	342-4010

Westview Elementary School

Principal & Assessment Coordinator.....	Lisa Finnegan	342-4050
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Neal Wilkins Early Learning Center

Principal & IT Coordinator.....	Kristoffer Brown	342-4040
After School Program		342-4052

OE Gray Professional Learning Center

District Emergency Cancellation Procedures

Should inclement weather or other emergency situation(s) require the District to close school(s) the following procedures shall be followed:

Local television and radio stations will also be notified by 7:00 a.m. or as soon as practicable. Please check the following if you do not receive a phone call, email, or text alert.

Television: WISC TV 3, WKOW TV 27, WMTV 15

Radio Stations:

Call Letters and numbers: WPVL 1590 AM, 107.1 FM, KIYX 106.1, WGLR 1280 AM, 97.7 FM, KLYV 105 FM, KDTH 1370 AM, KGRR 97.3 FM, KAT FM 92.9

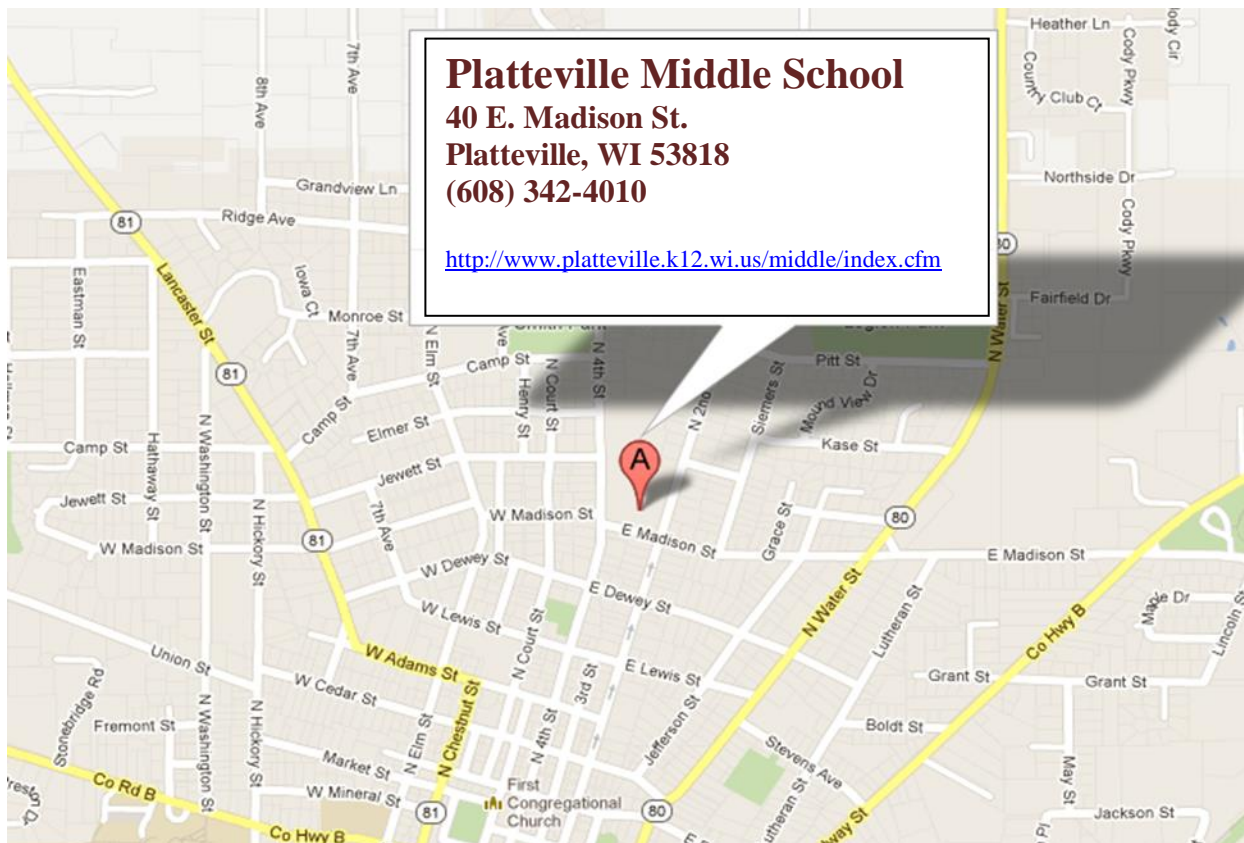
Employees are encouraged to monitor these TV and radio stations.

Information is also posted on the District website: www.platteville.k12.wi.us

Unless the announcement specifies that the staff is to report, the school cancellation shall be effective for both students and staff. The final decision on school cancellation shall be made by the district administrator, or designee.

Platteville School District Schools



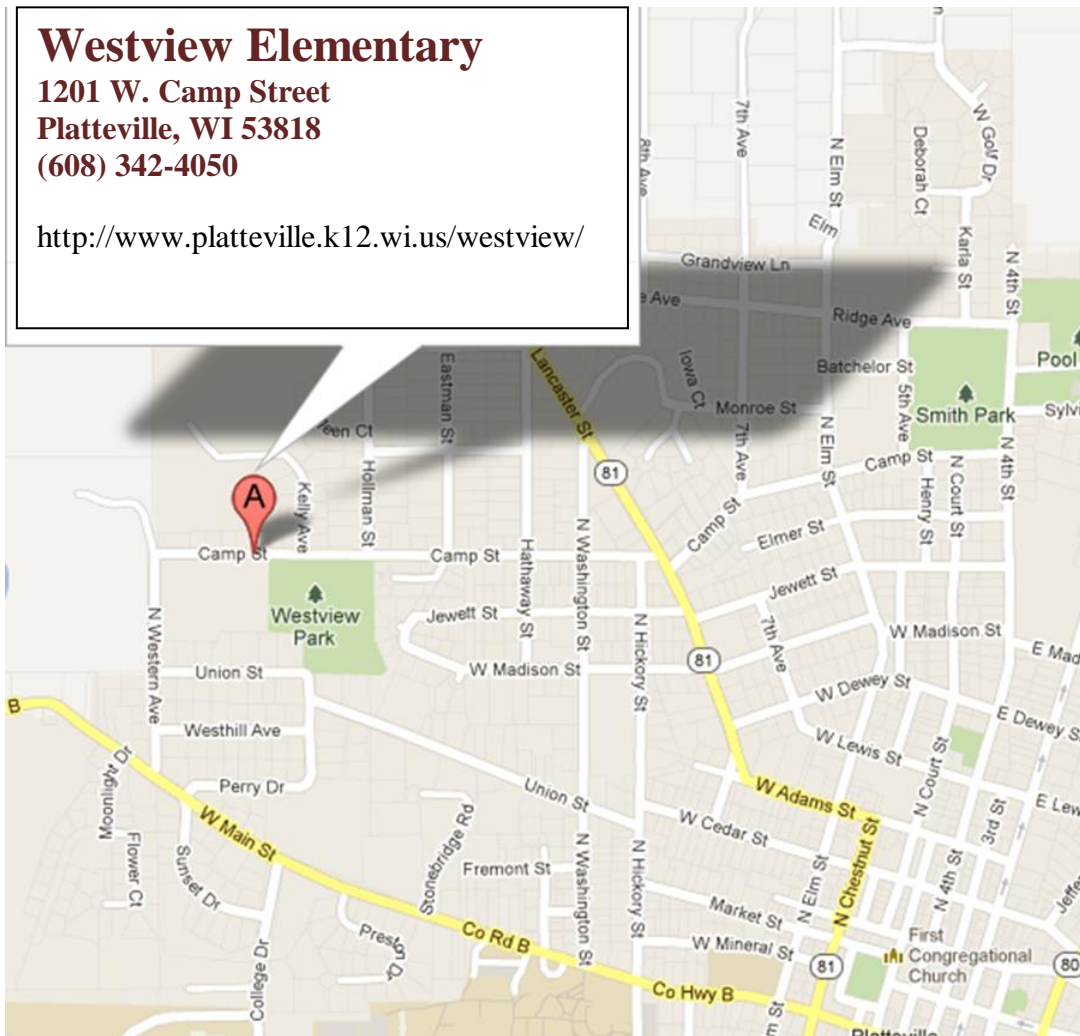


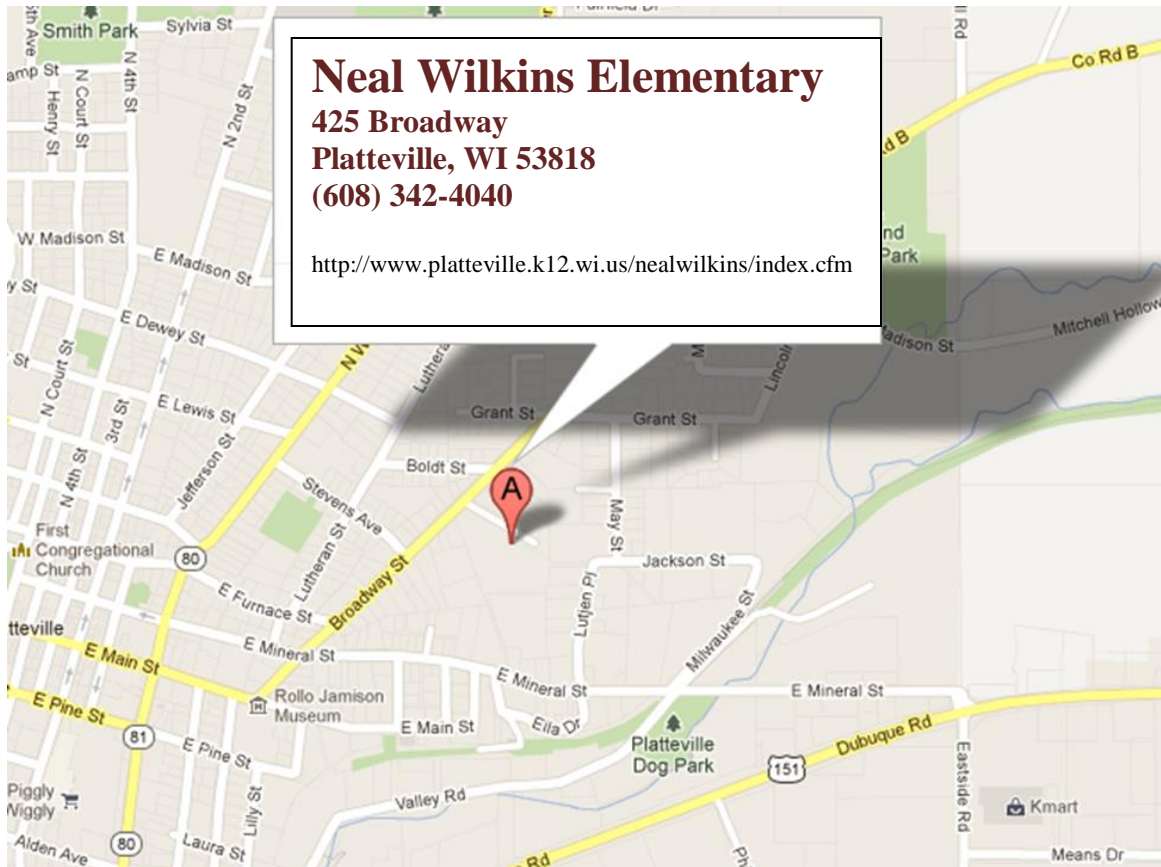


Westview Elementary

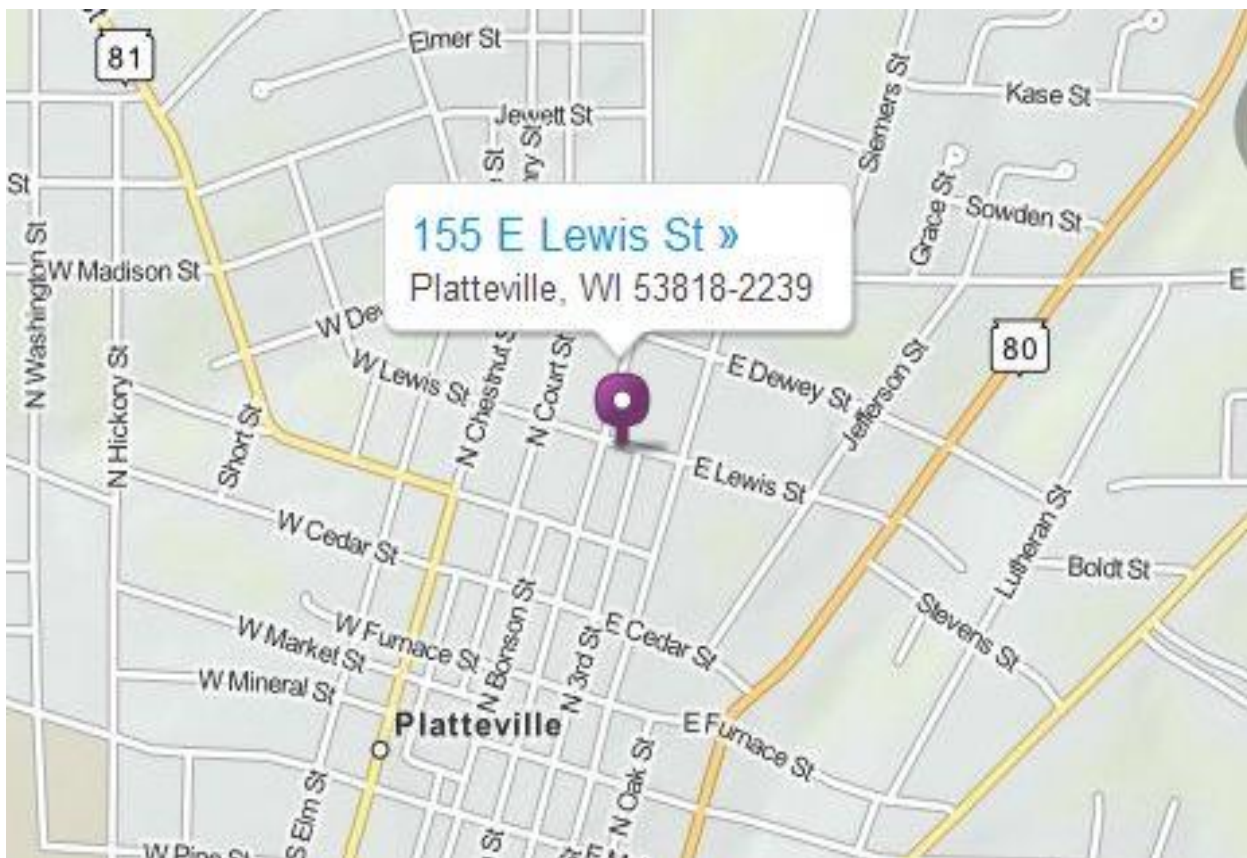
1201 W. Camp Street
Platteville, WI 53818
(608) 342-4050

<http://www.platteville.k12.wi.us/westview/>





O.E. Gray Professional Learning Center



Platteville Public Schools District Calendar 2015-16

July, 2015						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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26	27	28	29	30	31	

August, 2015						
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30	31					

September, 2015						
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27	28	29	30			

October, 2015						
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November, 2015						
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8	9	10	11	12	13	14
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29	30					

December, 2015						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August, 2015	
17	Registration
25-27	Professional Days - No School
31	Professional Day - No School
September, 2015	
1	First Day Kndg through 8th Grade
1	Freshman Orientation Day
31-1	4k Parent/Student Orientation
2	First Day 10th - 12th Grade
2	First Day Monday/Wednesday 4K
3	First Day Tuesday/Thursday 4K
7	Vacation Day - No School (Labor Day)
October, 2015	
2	Professional Day - No School
November, 2015	
5	End of 1st Quarter
6	No Afternoon Classes- Early Release-PD
11	Veteran's Day
26-27	Vacation Days - No School (Thanksgiving)
December, 2015	
4	No Afternoon Classes-Early Release-PD
23-1	No School - Holiday Break (Christmas)
January, 2016	
4	School Resumes
18	Professional Day-No School (Martin Luther King Day)
21	End of 2nd Quarter
22	Professional Day - No School
February, 2016	
5	No Afternoon Classes-Early Release-PD
March, 2016	
4	Professional Day - No School
21-25	Spring Break - No School
31	End of 3rd Quarter
April, 2016	
1	No Afternoon Classes-Early Release-PD
May, 2016	
6	Professional Day - No School
30	Vacation Day - No School (Memorial Day)
June, 2016	
5	High School Graduation
7	Last Day of School
8	Professional Day - No School

Parent Conferences will be scheduled on four evening dates at each school. Conference dates may vary.

January, 2016						
S	M	T	W	Th	F	S
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31						

February, 2016						
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28	29					

March, 2016						
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April, 2016						
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May, 2016						
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29	30	31				

June, 2016						
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19	20	21	22	23	24	25
26	27	28	29	30		

Vacation
Professional Day - No School
First Day of Classes
End of Quarter
Early Release/PD

Semester Dates	
End of 1st Qtr - 46 days	
End of 2nd Qtr - 44 days	
End of 3rd Qtr - 43 days	
End of 4th Qtr - 46 days	179

Platteville School District Employee Handbook

Part I: Provisions Applicable to All Staff



SECTION 1 PREAMBLE AND DEFINITIONS

1.01 About this *Handbook*

- A. **Employees Covered:** This *Handbook* is provided as a reference document for the PLATTEVILLE SCHOOL DISTRICT'S (hereinafter referred to as "District") employees.
- B. **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.
- C. 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 each administrative office to all personnel and are on the Platteville School District website at www.platteville.k12.wi.us. 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 Platteville School District 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. **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.
- C. **Discipline:** Discipline is defined as a termination, suspension [unpaid or paid], or a written reprimand.
- D. **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.
 - 1. Regular Full-time Employee: Regular full-time employees are defined as one who works 37.5 or more hours per week for a school year or more per year.
 - 2. Regular Part-time Employee: Regular part-time employees are defined as one who works a school year or more, but less than 37.5 hours per week for a school year or more per year.
 - 3. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.
- E. **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. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.
 - 1. If summer school session employment is available, the District may offer summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.

2. 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.
 3. Summer school teaching employees shall be paid \$25.00 per hour. Seasonal employees performing non-exempt duties shall be paid \$8.00 per hour.
- F. **Substitute Employees:** Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence.
- G. **Supervisor:** The District will identify the individual employee's supervisor on the employee's job description.
- H. **Contracted Employee:** Contracted Employees are defined as persons hired under a contract under § 118.22, Wis. Stats.
- I. **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.
- J. **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 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, 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 affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining 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.

Board Policy #511: Equal Opportunity Employment

2.02 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.

2.03 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 the non-contracted employment section of this handbook. Notification of rights under the FLSA is set forth in the employment poster section in Appendix.

2.04 Family and Medical Leave Act/Wisconsin Family and Medical Leave Act

- A. **Notification of Benefits and Leave Rights:** Information concerning FMLA entitlements and employee obligations under the FMLA are 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: <http://www.dol.gov/whd/fmla/finalrule/FMLAPoster.pdf>. Employees may also refer to Board Policy GCBDB: FAMILY/MEDICAL LEAVES OF ABSENCE and/or http://dwd.wisconsin.gov/er/family_and_medical_leave/
- B. **Eligibility Notice.** When an employee requests FMLA and/or WFMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA and/or WFMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA and/or WFMLA leave within five business days, absent extenuating circumstances.
- 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. 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 <http://www.dol.gov/whd/fmla/finalrule/WH381.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).

2.05 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.

2.06 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 2.01. 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.

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. 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.

Policy #511 Equal Opportunity Employment

Policy #512 Employee Harassment and Bullying

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 must be submitted to the building administrator/supervisor within twenty-four (24) hours or the next scheduled District workday, as appropriate. This policy applies to employee accidents as well as student accidents. (Board Policy EBBB: Accident Reports)

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 for reporting his/her absence. Any time spent not working during an employee's scheduled day must be for appropriate reasons and accounted for following district procedures. 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 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. 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 and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

3.05 Child Abuse Reporting

Any school district employee having reasonable cause to suspect that a child seen in the course of Professional/employment duties have been abused or neglected shall be responsible for reporting immediately every case to the appropriate county agency. This same duty applies if they have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur. In addition, the staff member is required to make a report to their building principal or pupil services director following established procedures (Board Policy JHG: Reporting Child Abuse/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 per Board Policy IIBD: Acceptable Use and Internet Safety Policy. 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. 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 building 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, 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 an employee who has an extracurricular duty may communicate with students through text messaging and then only for necessary/emergency communication related to that duty. The employee

may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.

5. The employee shall not communicate with any student between the hours of 10:00 p.m. and 7:00 a.m. unless the employee has supervisory responsibilities for the student at that time except to address a health or safety emergency.
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.

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.

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. 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.
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 JO-R: Guidelines for Maintenance and Confidentiality of Student Records. 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.

Board Policy GBCA: Conflicts of Interest (Staff and Board Member)

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.

Board Policy GBCA: Conflicts of Interest (Staff and Board Member)

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: EGAA: Copyright Materials, EGAA-R: Copyright Guidelines 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.

3.11 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:

- A. the nature of the offense;
- B. the date of the offense;
- C. 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.

Board Policy GBAA: Background Check, GBAA-R: Pre-employment and Current Employment Criminal Background Checks.

3.12 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.

3.13 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.
- 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. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- C. **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 observations concerning the appearance, behavior, speech or body odors of the employee. A supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.

- D. **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.
- E. **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. Compliance with the District's policies and rules is mandatory and is a condition of employment.
- F. **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)].

Board Policy GBK: Use of Tobacco Products, GBCBA: Drug-Free Workplace

3.14 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. (Board Policy GBF: Staff Ethics)

3.15 Financial Controls and Oversight

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District as outlined in Platteville School District Board Policy GBCBB: Fraud and Financial Impropriety. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to his or her supervisor and/or the District Administrator. In the event the concern or complaint involves the superintendent, the concerns shall be brought to the attention of the Board President. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. Reports of suspected fraud or financial impropriety shall be investigated and handled in accordance with Platteville School District Board Policy.

3.16 Gambling

Gambling on District-owned or leased premises is prohibited at all times. Gambling during the workday on or off District property is prohibited.

3.17 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.

Employees shall decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. 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 declined.

- 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.

Board Policy GBCBB: Fraud and Financial Impropriety

3.18 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.

3.19 Investigations

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 about. 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. The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

3.20 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 the 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.

3.21 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.

Board Policy GBCA: Conflicts of Interest (Staff and Board Member)

3.22 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 are subject to 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, and golf carts.
- B. **Notice of Traffic Violations:** All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. 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. All transportation will be done in accordance with Board policy DLC: Expense Reimbursements, EEBA: School Owned Vehicles.

3.23 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.

Board Policy GBG: Outside Activities of Employees

3.24 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 appearance and to practice good personal hygiene.

When on duty for the District, employees are role models for students and are expected to dress in a professional manner. Business casual is most appropriate. Casual dress is appropriate for field trips, shop experience, lab experiment, or clean-up which would possibly soil clothing. Exceptions may be made for activities related to "school spirit."

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.

The District will require custodians, maintenance, and food service personnel to wear appropriate safety/hygienic gear at all times as deemed necessary. Any designated employees (e.g. custodial, cleaning, maintenance, transportation, food service et al), shall not wear open-toed or slip-on shoes during regular work hours.

3.25 Personal Property

- A. **Liability:** The District does not assume any responsibility for loss, theft or damages to personal property. The District is not liable for vandalism, theft or any damage to cars parked on school property.
- B. **Search of Personal Effects:** Employees should have no expectation of privacy to items contained in plain view, for example, but not limited to 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.

3.26 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, 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.

3.27 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.

Board Policy GBF: Staff Ethics

3.28 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 at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent the limitations imposed by applicable state and federal law. 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.

3.29 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 solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- B. 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.
- C. 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.

Board Policy GBG: Outside Activities of Employees

3.30 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.

3.31 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;
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract;
- 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 twenty-four (24) consecutive months;
- G. failure to return to work the day following the expiration of an authorized leave of absence; and
- H. Job abandonment.

3.32 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.

3.33 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. 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.

Board Policy IGAE: Platteville School District Wellness Policy

3.34 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.

3.35 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 by state statute.

3.36 Work Made for Hire

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.

3.37 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:** 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.

An employee may file a grievance in accordance with Board Policy GAB: Grievance Policy and GAB-R: Grievance Procedure to address the workplace safety issues.

- 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.

3.38 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 section 3.43].
 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.

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.

#512 Employee Harassment and Bullying, #411.1 Anti-Bullying and Anti-Harassment

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 Platteville Education Association, Platteville Educational Support Personnel and/or employee(s). Accordingly, the Platteville Education Association, Platteville Educational Support Personnel and/or 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 PROCEDURE

5.01 Definitions

Grievance: A "grievance" shall mean a dispute regarding the application of school Board policy and/or employee handbook provisions regarding an employee's discipline, termination of employment, or a dispute concerning workplace safety. No grievance shall be processed unless it is in writing and contains all of the following:

- A. The name(s) and positions(s) of the grievant(s);
- B. A clear and concise statement of the grievance;
- C. The specific Board policy, section of employee handbook, and/or workplace safety rule alleged to have been violated;
- D. The date the incident or alleged violation took place;
- E. The relief sought;
- F. The signature of the grievant and the date.

Grievant: A "grievant" may be any employee or group of employees. At grievant's cost and request they may be represented by a person of their choice.

Days: The term "days" as used in this procedure shall mean regular business days other than weekends and holidays.

Discipline: Written record of reprimand, suspension, and demotion. Discipline does not include performance reviews, work plans, or corrective actions that do not include a reprimand or other adverse employment action.

Workplace Safety: Those conditions related to physical health and safety of employees enforceable under federal or state law, or district policy/rule related to safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements.

Termination: Discharge from employment. Non-renewals and layoffs (reduction in force) are not considered terminations and are not subject to this procedure.

5.02 Time Limits

The time limits set forth herein shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this procedure shall be deemed a waiver and a settlement of the grievance. Failure of the district representative to meet the time limits shall cause the grievance to move automatically to the next step. The number of days indicated at each level should be considered a maximum. 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.

5.03 Determination of an Impartial Hearing Officer (IHO)

The Board shall select an Impartial Hearing Officer (IHO) in accordance with the following guidelines:

- A. The hearing officer shall be impartial.
- B. The hearing officer shall be (1) an attorney who is licensed to practice in the State of Wisconsin; or a current or former school administrator who is familiar with procedures for conducting a fair and impartial hearing.
- C. The hearing officer must be available to hear the case and render a decision in a timely manner.
- D. The hearing officer may not be an employee of the District.
- E. The hearing officer must agree to comply with all relevant laws covering personnel and student records.

5.04 Grievance Processing Procedure:

A determined effort shall be made to settle any grievance at the lowest possible level. Grievances shall be processed in accordance with the following procedure. Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the Administration.

Group grievances are those that involve more than one employee and any of the following:

- A. More than one work site;
- B. More than one supervisor; or
- C. An administrator other than the immediate supervisor.

Such grievances may be initially filed at Step Two; however, such grievance shall follow the initial timelines for filing the grievance at Step One.

Step One – Written Grievance

The grievant(s) shall file the grievance with the immediate supervisor within ten (10) days after the facts upon which the grievance is based, have become known.

The immediate supervisor shall set up a meeting to discuss the grievance with the grievant(s) and the grievant's personal representative within five (5) days of receiving the grievance.

The immediate supervisor shall respond to the grievance in writing within five (5) days of the meeting unless there is an ongoing investigation related to the subject matter of the grievance.

If that is the case, the immediate supervisor shall have until five (5) days after completion of the investigation to respond to the grievance.

If the matter cannot be resolved at step one 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 Two and proceed directly to Step Three if he/she is not satisfied with the response of his/her immediate supervisor at Step Two (or if no answer is provided in the above timeframe).

Step Two - Appeal to District Administrator

If the grievance is not resolved at Step One, the grievant may appeal the written grievance with the District Administrator within ten (10) days after the response a Step One 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), the grievant's personal 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 advance to Step three and file an appeal to an impartial hearing officer.

Step Three - Appeal to Impartial Hearing Officer

If the grievance is not resolved in Step Two, 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 the designated impartial hearing officer.

If the decision at Step Two, is based in whole or part on the basis of timeliness, scope of the grievance process, or failure of the grievant to properly follow the process, the matter shall be referred to the Board who shall determine whether the matter shall be processed further.

If the Step Two decision is on the merits of the grievance only, the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the District Administrator. Any costs incurred by the IHO will be paid by the School District. The IHO shall meet with the parties at a mutually-agreeable date to review the evidence and hear testimony relating to the grievance.

The IHO shall not be required to abide by the rules of evidence that would apply in civil or criminal court cases. For instance, he/she may choose to admit hearsay evidence and accord it such weight that it may be due. Upon completion of this review and hearing, the hearing officer shall render a written decision to the administration, the grievant, and (if applicable and appropriate) the grievant's representative within fifteen (15) days.

A decision of the IHO shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the policy or Handbook in the area where the alleged breach occurred. The hearing officer shall not modify, add to, or delete from the express terms of the policy or handbook. The hearing officer may deny the grievance or conclude that the grievance should be sustained in whole or in part and recommend a remedy. The decision of the IHO and any recommendations contained therein are subject to review by the Board via appeal, as described below.

Step Four - Appeal to School Board

Either party may appeal an adverse decision at Step Three to the Board of Education by filing written notice appealing the decision of the IHO. The Board of Education shall, within thirty (30) days after submission of the appeal, schedule a review of the IHO's decision.

The review will be conducted by the Board during a closed session meeting unless an open session meeting is requested by the employee. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence and testimony produced at the hearing before the IHO.

A simple majority vote of the Board membership shall decide the appeal within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding to all parties.

SECTION 6: PAY ROLL

6.01 Payroll Cycle

1. Calendar Year Employees: All employees scheduled to work the calendar year will be placed on the twenty-four (24) payroll cycle.
2. School Year Payroll: School Year employees shall be on a ten (10) month basis and shall be placed on a twenty (20) payroll cycle.
3. Contracted Employee Annualized Payroll: Contracted 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. 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.

6.02 Payroll Dates

The payroll dates shall be the 10th and 25th of each month. If the 10th or 25th of the month fall on a weekend, the payroll date will be the preceding Friday. If a paid holiday falls on the 10th or 25th, payroll deposits shall be issued on the preceding day. The first pay date of the school year for school year employees will be September 10th unless the 10th falls on a weekend or holiday and then it will be paid as described above.

6.03 Direct Deposit Payment Method

Employees may elect to participate in a direct payroll deposit plan. Direct deposit changes may be made after giving fifteen (15) calendar days' notice in writing.

6.04 Definitions for Non-Contracted Employee 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.) Monday until 11:59 p.m. the following Sunday.
- C. Pay Period: The pay periods shall begin on the 10th and 25th of each month and shall be comprised in the following fashion: 1st through the 15th of the month is one pay period and 16th through the last day of the month is the other pay period.

6.05 Salary Deferrals –Tax Sheltered Annuities (TSA)

The District will provide an Internal Revenue Service authorized 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 expenses per IRS rules. 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 administering agency.

SECTION 7: COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES

7.01 Mileage Reimbursement

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the building office and district office.

SECTION 8: WORKER'S COMPENSATION

8.01 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.

8.02 Benefits While on Worker's Compensation

If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee will receive his/her worker's compensation payment. 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.

8.03 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 9: SICK/EMERGENCY LEAVE

9.01 Sick Leave/Emergency Leave Earned

- A. Calendar Year Employees: Each employee shall be credited with one (1) day of paid sick/emergency leave per month of employment to a maximum of twelve (12) days per contract year.
- B. School Year Employees: Each employee shall be credited with one (1) day of paid sick/emergency leave per month of employment to a maximum of ten (10) days per contract year.
- C. Crediting of Sick/Emergency Leave: Sick/Emergency leave though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.
- D. Part-time Employees: Part-time employees will receive sick/emergency leave on a pro-rated basis based upon the number of hours they are scheduled to work.

9.02 Sick/Emergency Leave Use

- A. Sick/Emergency leave shall be paid for any absence from work due to the:
 - 1. Personal illness, injury or serious health condition of the employee.
 - 2. Personal illness, injury or serious health condition of an immediate family member to include spouse, children, parents, sibling, grandparents, grandchildren, and those who live in the same household. The number of days underneath this provision is limited to fifteen (15) sick leave days per school fiscal year defined as July 1st through June 30th. Leave requested beyond the 15 days may be approved in extenuating circumstances at the District Administrator's Discretion.
 - 3. Medical or dental appointments for the employee and/or immediate family member that cannot be scheduled outside of the employee's regularly scheduled work hours.
 - 4. To provide secondary care (those conditions that require the employee to provide psychological support and/or personal care for immediate family members). The number of days underneath this provision is limited to five (5) leave days per school fiscal year defined as July 1st through June 30th.
 - 5. As a result of an event of an emergency nature that prevents the employee from fulfilling work responsibilities. Approval of the immediate supervisor is required to use an emergency day.
 - 6. Bereavement leave in the case of death of a family member and/or close friend. The number of days underneath this provision is limited to five (5) leave days per occurrence. Leave requested beyond the five (5) days may be approved in extenuating circumstances at the District Administrator's Discretion.
 - 7. Personal leave as defined in section 11: Personal Leave.
- C. Sick/Emergency Leave Increments: Sick/Emergency leave may be allowed in increments of thirty (30) minutes.

9.03 Sick Leave Accumulation/Payout

- Sick leave will accumulate for full-time and part-time employees to a maximum of 120 days. Employees that accumulate over the 120 days will receive a payout of \$25.00 per day for each day over on September 25th.

9.04 Sick Leave and Long-term Disability

In the event an employee becomes eligible for benefits under the District's long term disability insurance program, the employee will no longer receive paid sick leave.

9.05 Overused Sick Leave

If an employee were to leave the school system prior to the completion of his/her contract term or the school year for an individual teacher and had used all sick leave, a sum equal to the sick leave days not earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of twelve (12) days per contract year.

9.06 Doctor's Certificate

Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

9.07 Holidays during Sick Leave

In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.

9.08 Banked Sick Leave

The banked sick leave provision is designed to accommodate "extraordinary" situations where an employee has exhausted their accumulated and earned sick leave reserve. A full-time employee, upon written request, may be granted up to ten (10) days of anticipated sick leave days at the sole discretion of the District Administrator; however, this may not carry over for more than one year. If an employee has exhausted their sick leave in a previous year and has received anticipated sick leave, pay will be deducted for any sick leave in excess of one per month the following year.

SECTION 10: JURY DUTY LEAVES

10.01 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.

10.02 Employee Notice

An employee must notify his or her immediate supervisor as soon as notice of jury duty is received. The employee shall send a copy of the "Notice to Appear" to the district office. 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.

10.03 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 from serving on the jury to the District Administrator and/or his/her designee and will be docked that amount (less any travel expenses received) on the next payroll. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick 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 sick leave or vacation time the employee has earned or will earn in the Part-time Employee

SECTION 11: PERSONAL LEAVE

11.01 Personal Days Provided

- A. Employees shall be entitled to up to 4 (four) days of personal leave each employment year to be deducted from earned sick/emergency leave.
- B. A “day” of personal leave is defined the same as a “day” of sick/emergency leave and may be used in the same increments.

11.02 Personal Leave Day Restrictions

The number of days underneath this provision is limited to four (4) leave days per school fiscal year defined as July 1st through June 30th. Granting of personal leave day requests of multiple employees for the same day is subject to the immediate supervisor’s judgment of ability to carry on essential district operations with the following exceptions.

- A. Leaves that are purely recreational and exceed two consecutive days must have Superintendent’s approval and will be approved only once within a three year period.
- B. Building level administrators may only approve two personal leave requests per day during the month of May. Additional requests require Superintendent’s approval.
- C. Leave requests for the week before school is in session and the first week, as well as the last week school is in session and the week following will only be approved by the Superintendent in extenuating circumstances.
- D. Personal leave shall not be used to attend Association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.

11.03 Approval of Personal Leave and the Total Number of Employees on Personal Leave

- A. A request in writing to the immediate supervisor shall normally be made no sooner than one month prior to the requested date and not less than five (5) days. Emergencies may delay the submitting of the written statement until the employee returns to work.
- B. The immediate supervisor has the right to approve or disapprove all requests and to establish limits as to the number of employees per building that may take personal leave on any given day when school is in session.
- C. Part-time employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work.

SECTION 12: UNIFORMED SERVICES LEAVE

12.01 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 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

12.02 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).

12.03 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.

12.04 Return from Uniformed Services Leave

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

SECTION 13: UNPAID LEAVES OF ABSENCE

13.01 Medical Leave

- A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) calendar days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits as provided by the district. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.
- B. Benefits During Leave:
 - 1. Length of service and other benefits shall not accrue during such leave.
 - 2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon

the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.

3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

- C. Placement upon Return from Leave: In the case of planned extended leave (45 work days or longer) The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least thirty (30) calendar days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

The employee shall be eligible to return to duty from an unpaid medical leave of absence when he/she is physically able provided:

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
 2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.
- D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.
- E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

13.02 Child Rearing Leave

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least forty-five (45) calendar days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion.
- B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:
1. Child born or adopted during the summer vacation – the following two semesters.
 2. Child born or adopted during the first semester – the balance of that semester plus the second semester.
 3. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.

Shorter leave and/or an early return from the leave shall only be upon the mutual agreement of the employee and the Board.

C. Benefits during the unpaid child rearing leave:

1. The child rearing leave is an unpaid leave.
2. During the unpaid child rearing leave, the employee may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.

D. Return from the Unpaid Child Rearing Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) calendar days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or layoff, whichever is applicable.

E. Interaction with Family and Medical leave provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

13.03 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons

A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least 30 calendar days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. Unpaid leave requests that exceed 15 work days shall be granted or denied at the Board's discretion. Under no circumstances shall approval of unpaid leave of absence exceed one (1) calendar year

B. Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.
2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.

D. Placement upon Return from Leave: In the case of an approved leave that exceeds 60 calendar days, the employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least thirty (30) calendar days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to

a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

SECTION 14: BENEFITS APPLICABLE TO ALL EMPLOYEES

14.01 Flexible Spending Account

The District will provide an Internal Revenue Service authorized 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 expenses per IRS rules. 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 administering agency.

14.02 Dental Insurance

The district shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligibility for, and payments toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

14.03 Health Insurance

The district shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverages 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.

14.04 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.

14.05 Life Insurance

The Board shall allow eligible employees to purchase basic life insurance coverage for themselves, their spouse, and eligible dependents through the state life insurance plan. The Board agrees to pay the administrative fee to allow employees to participate.

- A. Eligible employees are those employees eligible for the Wisconsin Retirement Plan contribution.
- B. Commencement and termination of benefits will be determined by the State plan guidelines.

14.06 Long-Term Disability

The district shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

- A. Eligibility:
 - 1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least 600 hours in a fiscal year is eligible to participate in the District's long-term disability insurance. 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 600 hours in a fiscal year are not eligible to participate in the District's insurance.
- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment. The long-term disability insurance benefits described in this *Handbook* and on the individual

contract terminate according to the terms specified in the Group Long Term Disability Certificate of Insurance.

- C. Premium Contributions: The District shall pay 100% for long-term disability insurance. The benefits will be equal to 90% of the employee's monthly wages. Coverage shall begin after 60 consecutive calendar day of disability and continue until the employee is eligible to work, 24 months, or age 65, whichever comes first.

14.07 Wisconsin Retirement System (WRS) Contributions

The district agrees to contribute the employer's share. The employee shall pay the employee's required WRS contribution as required by state statute.

14.08 COBRA Law Continuation of District Health Plan Participation

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health, dental and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end as per federal law.

SECTION 15: POST EMPLOYMENT BENEFITS

The district shall provide post-employment benefits to eligible employees. Eligibility and benefit for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

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.

Platteville School District Employee Handbook

Part II: Staff with Individual Contracts

(Non-Administrative and Non-Exempt)



Sample School District Contract

PLATTEVILLE SCHOOL DISTRICT CONTRACT 2015-2016 FOR EMPLOYEES COVERED UNDER SECTION §118.22, WIS. STATS.

(First Name, Last Name)

(Current School Year)

Parties to the Agreement: This Agreement supersedes any and all agreements which may exist between the employee and the Board. Both parties hereby accept employment upon the terms and conditions hereinafter set forth.

IT IS HEREBY AGREED, by and between the Platteville School District hereinafter referred to as **BOARD** and «FirstName» «LastName», hereinafter referred to as **EMPLOYEE, WITNESSETH:**

- 1. COMPENSATION:** The employee is to be paid a total annual wage of not less than «salary1» for the term hereinafter mentioned, payable in 20 equal installments. Unless the employee indicates otherwise by specifically requesting 24 equal installments. The following constitutes expression of payments included in the above listed total annual wage:

Assignment: «Assign1»

FTE: «FTE»

Account Number: «acct1»

«Acctcode2»

The Board may provide the employee with other benefits that it may from time to time deem appropriate for employees generally, as specified in Board policy, administrative rule or employee handbook.

- 2. CONTRACT TERM:** This contract covers a term of the ____ - ____ school year. The contract shall contain 189 normal days of work which shall be assigned at the discretion of the Board. The contract term may be extended to include the makeup of days school was closed due to inclement weather or other emergency.

- 3. EMPLOYMENT RESPONSIBILITIES:**

3.01: The employee agrees to 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. Upon written request, the Board agrees to furnish the employee with a copy of all rules, regulations and policies now in effect or becoming effective during the term of this contract.

3.02: The employee agrees to carry out responsibilities as assigned by the Board and is subject to such rules and regulations as have been or may be hereafter adopted by the Board and subject to the supervision and control of authorized members of the school administrative staff. The Board may, at its discretion, give additional assignments in areas where the teacher is certified or may obtain certification.

3.03: In case of a direct conflict between any rules, regulations or policies of the Board and any specific provisions of this contract, the contract shall control.

3.04: For full-time employees, the employee agrees to devote full time to the duties and responsibilities normally expected of the employee's position during the term of this contract. The employee shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the employee's duties and responsibilities. The Board reserves the right, solely in its own discretion, to determine whether outside pursuits or other employment interferes with the proper discharge of the employee's duties and responsibilities.

3.05: Upon written request, the Board shall provide the employee with a written job description of the employee's services, duties and obligations. The Board possesses the right to develop and/or alter the written job description at any time.

3.06: This agreement is conditioned upon the employee's possession of the appropriate State of Wisconsin license or certificate required for the position as required by the laws of the State of Wisconsin for the areas set forth in section 3.01, and this Agreement shall be invalid if the employee fails to fulfill the provisions of sec. 118.21(2), Wis. Stats.

4. TERMINATION:

4.01: The disqualification of the employee to continue for any legal cause whatsoever shall automatically terminate this contract. It is **HEREBY PROVIDED and AGREED:** That this contract may be terminated by the said Board subject to the policies of the Board and the provisions of section 4.03. Any employee seeking release from this contract shall submit a written request to said Board and if approved, the employee shall be subject to the liquidated damages specified in this contract in section 4.02.

4.02: Liquidated Damages: If the employee with a signed contract for the ensuing school year seeks release to accept other employment after April 15 and prior to June 1st, he/she shall pay the district three hundred dollars (\$300) in liquidated damages and after June 1st and prior to August 1st, he/she shall pay the district five hundred dollars (\$500) in liquidated damages and after August 1st, he/she shall pay the district seven hundred dollars (\$700) in liquidated damages. It is further agreed by the parties hereto, that, in the event said employee breaches this contract by termination of services during the term hereof, the Board may, at its option, demand to recover from the teacher such amount of liquidated damages as set forth above; provided, however, that this expressed intent to liquidate the uncertain damages and harm to the school district is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the said employee. The employee's signature below specifically authorizes the deduction of such liquidated damages from the employee's remaining paycheck(s) if the employee breaches said contract prior to the expiration date of this Agreement.

4.03: This Agreement will, in the Board's discretion, expire on the expiration date or the end of any month in which any of the following events occur:

- A. The death of the employee; or
- B. Dismissal by the Board; or
- C. Disability as specified in the district's long-term disability policy; or
- D. Mutual agreement of the parties hereto as set forth in section 4.04.

4.04: Termination by Mutual Consent: Upon mutual written agreement by the Board and the employee this contract and the employment of the employee may be terminated without penalty or prejudice against either the Board or employee. In this event, the Board shall pay the employee all remuneration and benefits accrued by, but unpaid during the period of employment immediately prior to such termination.

- 5. **EXTRA ACTIVITIES:** The employee shall take part in such extra activities as pupil supervision assignment, meetings, curriculum study, parent conferences, and others assigned by the authorized members of the school administrative staff and board.
- 6. **EVALUATIONS:** The Board shall direct the administration to evaluate, in writing, the performance of the employee during each of his/her years of probationary employment in the District and at least once every third year thereafter. The administration may, at its own discretion, evaluate the employee on a more frequent basis than that provided for in the first sentence of this paragraph.
- 7. **CONTRACT RENEWAL/NON-RENEWAL:** Renewal and non-renewal of this contract shall be governed by sec. 118.22, Wis. Stats.
- 8. **EXECUTION OF CONTRACT:** This contract is not valid unless executed by the teacher and filed in the office of the Clerk of the Board.

9. **CONTRACTED EMPLOYEE** covenants he/she is not under contract with any other school district for the period covered by this contract.
10. **INVALID PROVISIONS - SAVINGS CLAUSE:** If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part should be restrained by any tribunal, the remainder of the contract shall not be effected thereby.
11. **LAWS OF COMPETENT JURISDICTION:** This Agreement is covered by the laws of the State of Wisconsin. The parties consent to the personal jurisdiction of the courts of the State of Wisconsin, both state and federal, with respect to any action arising out of this contract. For state court, venue shall be properly and exclusively in Grant County, Wisconsin.
13. **COMPLETE AGREEMENT:** The parties understand and agree that this document contains the entire agreement.

PLATTEVILLE SCHOOL DISTRICT:

EMPLOYEE:

Board President

Contracted Employee

Board Clerk

Home Address

District Administrator

Phone Number

DATED THIS TH DAY OF _____, 20__ AT PLATTEVILLE, WISCONSIN.

Action by the School Board in adopting this contract is recorded in the Board minutes of _____, 20__.

RETURN TO THE DISTRICT OFFICE BY _____, 201

Sample Summer Classes Teacher Contract

PLATTEVILLE SCHOOL DISTRICT CONTRACT

Summer (school year)

Parties to the Agreement: This Agreement supersedes any and all agreements which may exist between the employee and the Board. Both parties hereby accept employment upon the terms and conditions hereinafter set forth.

IT IS HEREBY AGREED, by and between the Platteville School District hereinafter referred to as **BOARD** and «FirstName» «LastName», hereinafter referred to as **EMPLOYEE, WITNESSETH:**

2. **COMPENSATION:** The employee is to be paid a total wage of (Blank) dollars (\$.00) per hour for the term hereinafter mentioned, payable on the 10th of the month following submission of timesheet documenting hours worked.

Assignment: «Assign1»

Account Number: «acct1»

«Acctcode2»

2. **CONTRACT TERM:** This contract covers a term of the ____ Summer School Session.

3. **EMPLOYMENT RESPONSIBILITIES:**

3.01: The employee agrees to 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. Upon written request, the Board agrees to furnish the employee with a copy of all rules, regulations and policies now in effect or becoming effective during the term of this contract.

3.02: The employee agrees to carry out responsibilities as assigned by the Board and is subject to such rules and regulations as have been or may be hereafter adopted by the Board and subject to the supervision and control of authorized members of the school administrative staff. The Board may, at its discretion, give additional assignments in areas where the teacher is certified or may obtain certification.

3.03: In case of a direct conflict between any rules, regulations or policies of the Board and any specific provisions of this contract, the contract shall control.

3.04: Upon written request, the Board shall provide the employee with a written job description of the employee's services, duties and obligations. The Board possesses the right to develop and/or alter the written job description at any time.

3.05: This agreement is conditioned upon the employee's possession of the appropriate State of Wisconsin license or certificate required for the position as required by the laws of the State of Wisconsin for the areas set forth in section 3.01, and this Agreement shall be invalid if the employee fails to fulfill the provisions of sec. 118.21(2), Wis. Stats.

4. **TERMINATION:**

4.01: The disqualification of the employee to continue for any legal cause whatsoever shall automatically terminate this contract. It is **HEREBY PROVIDED** and **AGREED:** That this contract may be terminated by the said Board subject to the policies of the Board and the provisions of section 4.03. Any employee seeking release from this contract shall submit a written request to said Board and if approved, the employee shall be subject to the liquidated damages specified in this contract in section 4.02.

4.02: Liquidated Damages: If the employee with a signed contract for the summer school session seeks release to accept other employment, he/she shall pay the district one hundred dollars (\$100) in liquidated damages. It is

further agreed by the parties hereto, that, in the event said employee breaches this contract by termination of services during the term hereof, the Board may, at its option, demand to recover from the teacher such amount of liquidated damages as set forth above; provided, however, that this expressed intent to liquidate the uncertain damages and harm to the school district is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the said employee. The employee's signature below specifically authorizes the deduction of such liquidated damages from the employee's remaining paycheck(s) if the employee breaches said contract prior to the expiration date of this Agreement.

4.03: This Agreement will, in the Board's discretion, expire on the expiration date or the end of any month in which any of the following events occur:

- A. The death of the employee; or
- B. Dismissal by the Board; or
- C. Disability as specified in the district's long-term disability policy; or
- D. Mutual agreement of the parties hereto as set forth in section 4.04.

4.04: Termination by Mutual Consent: Upon mutual written agreement by the Board and the employee this contract and the employment of the employee may be terminated without penalty or prejudice against either the Board or employee. In this event, the Board shall pay the employee all remuneration and benefits accrued by, but unpaid during the period of employment immediately prior to such termination.

- 7. **CONTRACT RENEWAL/NON-RENEWAL:** This is an at-will contract and expires at the end of the 2015 summer school session with no right to renewal.
- 8. **EXECUTION OF CONTRACT:** This contract is not valid unless executed by the employee and filed in the office of the Clerk of the Board.
- 10. **INVALID PROVISIONS - SAVINGS CLAUSE:** If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part should be restrained by any tribunal, the remainder of the contract shall not be effected thereby.
- 11. **LAWS OF COMPETENT JURISDICTION:** This Agreement is covered by the laws of the State of Wisconsin. The parties consent to the personal jurisdiction of the courts of the State of Wisconsin, both state and federal, with respect to any action arising out of this contract. For state court, venue shall be properly and exclusively in Grant County, Wisconsin.
- 13. **COMPLETE AGREEMENT:** The parties understand and agree that this document contains the entire agreement.

PLATTEVILLE SCHOOL DISTRICT:

EMPLOYEE:

Board President

Contracted Employee

Board Clerk

Home Address

District Administrator

Phone Number

SECTION 1: PROFESSIONAL HOURS/WORKDAY

1.01 Normal Hours of Work

Professional educators 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 including a duty-free thirty (30) minute lunch period. The actual workday for each building shall be established by the Board.

1.02 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 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: The notification and duration provisions of Staff meetings 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 who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

1.03 Attendance at School Events

Professional educators are required to attend all mandatory administratively required school events. These events, though not limited to, include open house, parent conferences, music programs, art shows and/or other District or building events that occur after the normal workday. Employees shall be given no less than thirty (30) calendar day notice of such events. Employees 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 open house.

1.04 Consultation with Parents

Each professional educator shall consult with parents 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.

1.05 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. (Exception – The first two full emergency school closure days shall not be made up by staff or students)

1.06 School Calendar

The school calendar shall be determined by the Board. The calendar shall consist of 189 days. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board.

SECTION 2: PROFESSIONAL GROWTH

2.01 Requirement to Remain Current

All contracted employees shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, Board established curriculum,

as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, the contracted employee will make him/herself available during the contractual year and day to his/her colleagues for assistance, to the District for services beyond those specifically required as part of his/her individual contractual duties, and to the community as a valuable resource.

SECTION 3: CONTRACTED EMPLOYEE SUPERVISION AND EVALUATION

3.01 General Provisions

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

3.02 Evaluators

Every non-administrative contracted employee 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-level administrator, or district administrator. The administrator may be a district employee or a non-district employee who is a certified administrator.

3.03 Evaluation Process

A. Basic Requirements

1. A probationary contracted employee shall be formally observed at least 2 time(s) annually and evaluated annually during the probationary years of employment.
2. A non-probationary employee shall be formally evaluated every school year, every second school year, or every third school year at the discretion of the District.
3. All required observations must be completed by May 31st.
4. All formal observations will be followed by a conference with the administrator.
5. Assistance, recommendations and directions shall be provided to each contracted employee in an attempt to correct deficiencies observed.

- B. Acknowledgement of Receipt and Response: The contracted employee will acknowledge receipt of all documents related to supervision and evaluation by signing and dating the document. The employee 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. An 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. 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 made available for attaching written clarification/objections at the time of signing."

- C. Copy of Evaluation Procedures: A copy of the evaluation forms are included in the *Handbook*.
- D. Plan of Improvement: A continuing contracted employee whose performance has not met expectations as of the most recent summative evaluation conference shall be placed on a plan of improvement designed to improve overall performance to a proficient level. The process shall be as follows:
1. Goal of Improvement Plan: The goal of the improvement plan is for the employee to meet expectations. The plan will be developed by the employee's immediate supervisor and another administrator determined by the District Administrator, with input from the employee, in order to meet both the specific needs of the employee and the performance expectations of the District.

2. Content of Improvement Plan: It shall include a description of the employee's deficiencies, a goal setting plan to help the employee develop required skills, a schedule of supervisory activities including at least three formal observations and one summative evaluation, and a target date by which time the employee will perform satisfactorily. A minimum of one observation shall be conducted by another administrator determined by the District Administrator and the summative evaluation shall include input from that administrator. The plan is not limited to, but might include, the following interventions: any means of staff development defined in the District staff development plan, observations and/or support by experts outside the District, and/or peer coaching or mentoring.
- E. 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: ASSIGNMENTS, VACANCIES, AND TRANSFERS

4.01 Assignments, Vacancies and Transfers

- A. Determination of Assignment: Contracted employees will be assigned or transferred by the District Administrator.
- B. Assignment Preference Consideration: If a contracted employee wishes to be transferred to another position which is open, application for a transfer should be made in writing to the District Administrator.
- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's website for a minimum of ten (10) days. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, 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, shall 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 involuntary transfer of an employee is necessary, it may, at its discretion, 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 and/or his/her designee which will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline under Board Policy GAB: Grievance Policy and GAB-R: Grievance Procedure.

4.02 Employee Resignations

- A. The contracted employee's contract, which is part thereof, shall be considered binding on both parties. If for any reason a contracted employee asks for release from the contract, it is understood that the following conditions for release shall apply:
 1. The employee must give the District notice that they intend on severing their contract with the District. Whenever possible, the employee must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
 2. Liquidated damages are due to the District with the sixty (60) calendar day notice of resignation as follows:

- a. Three hundred dollars (\$300.00) if the employee's resignation is effective after April 15th, but before June 1st.
 - b. Five hundred dollars (\$500.00) if the employee's resignation is effective on or after June 1st, but before August 1st.
 - c. Seven hundred dollars (\$700.00) if the employee's resignation is effective on or after August 1st.
3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to employees who do not return their contracts by April 15th.
 4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.

B. The Board in its discretion may waive the liquidated damages for the following reasons:

1. Illness of employee;
2. Other reasons as determined by the Board of Education.

In the event the District chooses to waive the liquidated damages, the District shall return any damages submitted with the resignation notice to the employee.

C. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.

In the event said employee breaches this contract by termination of services during the term hereof, the Board may, at its option, demand to recover from the employee such amount of liquidated damages as set forth above; provided, however, that this expressed intent to liquidate the uncertain damages and harm to the District is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the said employee.

4.03 Absence and Substitutes

When a regular contracted employee is to be absent from school and a substitute is needed, it is the responsibility of the employee to call the designated substitute service. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 a.m. This will help to provide time for obtaining a substitute teacher.

4.04 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.

4.05 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 for said days at their individual contracted per diem rates of pay for each of the extended contract days. Days may be scheduled in full or partial day increments.

4.06 Staff In-Service Presentations - In District

The District can benefit from the training and expertise of its staff. Staff members requested by the district to conduct presentations beyond the normal scope of duties will be compensated as follows.

A. Presentation Compensation

1. Planning Time: Amount of time to be agreed upon prior to approval with requesting administrator at \$25.00 per hour.
2. Presentation Time: \$40.00 per hour for each hour of presentation.

B. Multiple Presenters: When multiple presenters are used, the above amounts may be divided amongst the presenters as determined by the District.

SECTION 5. DISCIPLINE, TERMINATION AND NONRENEWAL

5.01 Standard for Nonrenewal for Contracted Employees

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 Nonrenewal and Reduction in Force provisions in this *Handbook*.

A. Probationary Employee: A probationary contracted employee may be non-renewed during their probationary period for reasons that are not arbitrary or capricious.

B. Non-Probationary Employee:

1. A non-probationary contracted employee may be non-renewed for reduction in force, positions & hours pursuant to the procedures outlined in section 6.
2. A non-probationary contracted employee who has been placed on a plan of assistance under the District's evaluation procedures for three (3) or more consecutive semesters may be non-renewed for reasons that are not arbitrary or capricious.

A nonrenewal shall not be deemed a "termination" under the grievance procedure in District Policy GAB: Grievance Policy or in GAB-R Grievance Procedure. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats.

5.02 Length of Probationary Period

All contracted employees shall serve a three (3) year probationary period from the employee's initial date of hire. Initial date of hire is defined as the employee's most recent date of hire with no break in service.

5.03 Standard for Termination

A contracted employee may be terminated for "cause". Such 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 termination: The factual basis must support a finding of employee conduct in which the District has a termination interest; and
- B. Reasonableness of termination: Termination must not be unreasonable.

5.04 Standard for Discipline

A contracted employee may be disciplined for reasons not arbitrary or capricious. Such discipline shall be subject to the grievance procedure provisions of this *Handbook*.

5.05 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.

5.06 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.

5.07 Termination of Employment

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

- A. If the employee is discharged pursuant to section 1.03, 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.

5.08 Insurance Benefits Following Nonrenewal

Please see Part I, Section 15, COBRA, subsection 15.11 for a full explanation of insurance continuation options.

SECTION 6: REDUCTION IN FORCE, POSITIONS & HOURS

6.01 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.

6.02 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*.

6.03 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 reducing staff.
- B. Step Two - Volunteers: Volunteers will be non-renewed first. The District will provide the volunteer(s) with a nonrenewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section 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 department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District directed nonrenewal under this section of the *Handbook*.

- C. Step Three - Selection For Reduction/Layoff: The District shall select the employee in the affected grade level, department/certification area for nonrenewal [full nonrenewal or a reduction in hours].

The District shall consider the following criteria for determining the employee for nonrenewal:

- a. Educational Needs and Priorities 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 skills, experience, certification, and training, etc.
- c. Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area: 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.
- d. Performance of the Employees Considered for Nonrenewal: Performance will be considered as a factor only if the employee is on an identified plan of improvement.
- e. Length of Service of the Employee.
 - 1). 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.
 - 2). Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
 - 3). Length of Service List: The District will annually produce a length of service list by October 30th. Employees will raise any objections to the proposed length of service list by December 1st.

6.04 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 sick leave earned as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*.

6.05 Reemployment Process

The reemployment process is solely available to employees non-renewed underneath this section. It does not apply to employees non-renewed based upon performance as set forth in Part II, Section 1.

- A. Reemployment Period: Employees non-renewed under this section shall retain the reemployment options set forth herein for a period of twenty-four (24) months after the employee's last day of work with the District.
- B. Reemployment Obligations – Employee: All employees non-renewed under this section shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing employees on the reemployment list provided they have the appropriate experience, certification, and training and have not been on an identified plan of improvement for the two semesters immediately preceding the effective date of non-renewal for reduction in force.

6.06 Termination of Reemployment Opportunities

Reemployment opportunities shall end should an employee refuse reemployment to a position except as provided below. Casual or substitute work with the District during the reemployment period shall not extend the reemployment period.

Employees on the reemployment list may refuse reemployment to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of the ability to apply to the next available position for which the employee is qualified. Employees on reemployment list shall not lose the ability to apply for an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.

6.07 Accrued Benefits during Reemployment Period

Non-renewed employees shall suffer no loss of sick leave, or other accrued benefits when rehired. Sick leave days shall not accrue for an employee during the reemployment period.

6.08 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 7: PROFESSIONAL COMPENSATION

7.01 Salaries

The basic salaries of employees covered by this Handbook are set forth in Appendix A, Salary Matrix A or B which is attached to and incorporated in this Handbook.

- A. Part-time employees will receive the salary set forth in the *Handbook* in a percentage equal to the amount of their employment.
- B. The salary schedule is based upon the regular school calendar set forth in this *Handbook*.
- C. 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, 189 is the number of contracted days)
 2. The pro-rata daily rate divided by 8 hours per day equals the pro-rata hourly rate.

7.02 Initial Salary Schedule Placement

Employees new to the District shall be placed on Salary Matrix B in Appendix A commensurate with their education and teaching experience. The Board, in its sole discretion, may offer additional supplemental pay to newly employed employees in shortage areas. The Board will determine what positions that it deems to be shortage areas. The Board will notify staff of its criteria for determining which positions are shortage areas. No new employee in a department or grade level will be placed at a step that exceeds the step placement of a present employee(s) in that department or grade level unless the new employee has greater teaching or educational experience than the present employee(s) in that department or grade level.

7.03 Salary Step Movement after First Year of Employment

Employees beginning employment prior to the end of the first semester who have provided satisfactory service, as determined by the District, will advance to the next step or lane of Salary Matrix B the ensuing contract year provided they have the required experience and education. Employees who begin employment after January 1st will remain on the same step for the ensuing fiscal year. An employee may be held to the previous year's step and may be denied the supplemental professional growth plan stipend for less than satisfactory performance.

7.04 Contracted Staff Salary Lane Adjustments

Salary Matrix A employees shall be paid according to their placement on the schedule. Salary Matrix A employees who are not placed on Salary Matrix B, but are required to complete the Professional Growth Portfolio within Teachscape shall be eligible for the \$750 stipend by satisfying the same requirements as employees on Salary Matrix B, provided funds are available. Contracted employees who are promoted to a new higher paid lane on Salary Matrix B will be placed at the step that gives the employee the smallest wage increase.

Salary Matrix B Lane Adjustments will be made as follows provided funds are available:

Proper education credentials shall be considered as statements of degrees attained. Such statements shall be certified by a college registrar or other proper college official.

Only masters degrees earned from an institution recognized by the North Central Association Commission on Accreditation and School Improvement Institute of Higher Education [NCA], or earned at an institution accredited by another accrediting agency recognized by the NCA, will be eligible for movement across the salary schedule.

To qualify for the master degree lane, an employee shall have gained the degree either in the field in which he/she is teaching or in an alternative field substantially related to their primary contracted position with prior approval of the Superintendent.

Payment of the supplemental stipend and progression into the next lane requires completion of an annual growth plan portfolio documented in Teachscape with approval of that portfolio by the supervising administrator. If the staff member's professional growth portfolio is denied by an administrator, they may appeal denial to the Superintendent. The supplemental stipend is not subject to pro-ration based on FTE.

Eligibility for Distinguished Educator Status requires a master's degree substantially related to the staff member's primary contracted position, a minimum of 10 years of successful contracted educational experience in the Platteville School District, successful completion and licensure as a Wisconsin Master Educator as well as meeting the requirements to advance into the professional growth plan salary lane. Payment of the supplemental stipend requires completion of an annual growth plan portfolio documented in Teachscape with approval of that portfolio by the supervising administrator and documented evidence of support for other staff member's professional growth for which they have not been additionally compensated.

Transfer from one lane to another shall be made at the beginning of the school year following attainment of the necessary credentials.

Staff members who have been placed on an improvement plan due to unsatisfactory performance shall have their salary frozen through the end of the year in which they remain on the improvement plan. The staff member shall not be given credit on the salary schedule for the years they were on an improvement plan due to unsatisfactory performance.

7.05 Curriculum Planning Projects and Other Projects within the Scope of Employment including Summer School

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract, the employee shall be paid at the rate of **\$25.00** per 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 curriculum projects rate including summer school.

7.06 Employment Related Education

Provided funds are available, the District shall reimburse the actual tuition cost up to \$100 per credit for undergraduate credits and \$200 dollars per graduate credit earned from an institution recognized by the North Central Association Commission on Accreditation and School Improvement Institute of Higher Education [NCA], or earned at an institution accredited by another accrediting agency recognized by the NCA. Prior approval must be obtained by the employee's direct supervisor and the district administrator and must be substantially related to the employee's position within the district. Credit reimbursement shall not be given for more than 6 credits in a fiscal year (July 1 – June 30). Credits must be certified by transcripts and received in the district office. Reimbursement checks will be issued within 30 days of receipt of transcript.

The responsibility for filing application for credit reimbursement shall rest with the employee. The coursework shall not be done during the employee's working hours, nor shall it result in overtime.

7.07 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 be paid a \$2700 stipend upon successful completion.

SECTION 8: INSURANCES

8.01 Health and Dental Insurance

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least 75% percent of full-time equivalency [75%] is eligible to participate in the District's health and dental insurance. Full-time equivalency is defined as 40 hours. 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 75 percent of a full-time equivalency [75 %] are not eligible to participate in the District's insurance.
2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least 75 percent [75%] of a full-time equivalency, 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.

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 insurance benefits described in this *Handbook* and 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 on the last day 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 the last day of August.

C. Premium Contributions:

1. **Health Insurance:** For full-time employees who are eligible for and select single or family coverage, the District shall pay no more than 87.4% of the premium, provided the increase from the prior benefit year remains at or below 10 percent. Employees shall be responsible for the remaining portion of the premium and the full cost of the premium increase over 10%.
2. **Dental Insurance:** For full-time employees who are eligible for and select single or family coverage, the District shall pay no more than 87.4% of the premium. Employees shall be responsible for the remaining portion of the premium.

SECTION 9 POST-EMPLOYMENT BENEFITS

9.01 Eligibility

- A. Any regular employee with at least fifteen (15) years of employment in the Platteville School District and who attains the age of fifty-five (55) as of the day before the subsequent school year begins shall be eligible to participate in the early retirement plan described in Section B (Benefit Application).
- B. An employee is eligible to retire effective at the end of the school year or fiscal year only and shall notify the District in writing of his/her intent to retire will be 45 days prior to the statutory non-renewal date for the subsequent school year. (March 15th)
- C. This section shall not apply to any employee who is discharged or non-renewed.

9.02 Benefit Application

- A. Any contracted, non-administrative employee who is eligible and who elects to retire early under this section shall be eligible to receive an amount of \$1,500 for each year of service to the Platteville School District up to a maximum amount of \$45,000 to be disbursed as outlined in section D.
- B. Only years that the employee has worked at least half-time will be counted towards the foundation amount. Years that the employee was employed in a regular assignment at least .50 FTE or 20 hours per week, but less than full-time shall be pro-rated based upon their full-time equivalent. In order to qualify as a year of service, the employee must have started employment prior to January 1st of the fiscal year.
- C. In addition, an amount equal to \$100.00 per 8-hour unused sick day, up to a maximum amount of \$12,000.00 shall be added to the foundation amount.
- D. The foundation amount shall be paid directly to the employee in equal installments with the first payment on June 30th immediately following retirement and then on June 30th of each year for 4 years thereafter.
- E. The retired employee may purchase into the district health insurance plan for a period not to exceed 5 years, provided there is no break in coverage.
- F. If an employee dies during the period when the employee is receiving early retirement benefits under this section and is survived by a spouse and/or dependent(s), the retiree's spouse and/or dependent(s) shall be eligible to receive any unused benefit due the employee under this section.

Platteville School District Employee Handbook

Part III: Provisions Applicable to Non-Exempt Staff without Individual Contracts



SECTION 1: HOURS OF WORK AND WORK SCHEDULE

1.01 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, before the last student contact day of the school year. The letter of appointment shall identify the employee, the position(s) that the employee is employed for, the length of the work year (school year or 12-month), the number of hours in a normal work week, and their placement on Wage Matrix C. 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. A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full layoff.

1.02 Regular Workday and Starting and Ending Times

A regular full-time workday is eight (8) hours, excluding 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.

1.03 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.

1.04 Starting and Ending Times

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.

1.05 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.

1.06 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 filled using volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District may assign the work on a rotating basis within the applicable job classification. Emergency overtime assignments shall be assigned at the discretion of 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 sick, vacation, or personal leave time. The reason for overtime must be indicated on the back of the employee's time card. 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 Monday and ending at 11:59 p.m. on Sunday.

1.07 Compensatory Time Off

In lieu of overtime pay, employees may, at their option, request to receive compensatory time off. Compensatory time off may be taken by mutual agreement between the employer and the employee not to exceed 40 hours in a fiscal year. One and one-half (1.5) hours of compensatory time off will be granted for each one (1) hour of work above forty (40) hours per week. Time over forty (40) hours per week does not include sick, vacation, or personal leave time.

- A. The agreement must be reached and accepted before the employee performs the work compensable as overtime. A written record of the agreement must be kept.
- B. The employer, in its sole discretion, may pay cash in lieu of accrued compensatory time off at any time. Any unused compensatory time off will be paid out on the last paycheck in June in the fiscal year in which the time was earned.
- C. The District may require that compensatory time off be exhausted before vacation is taken, even if this will result in accrued vacation being forfeited by the employee.
- D. The District may in its discretion deny a request to use compensatory time off if the employee's absence on the day requested would cause an undue disruption to the District's operations (*e.g.*, another member of the department or grade level has already requested leave on that day; the district has a special event scheduled such as an open house or parent teacher conferences; the district is unable to find a substitute employee and would be left short-staffed, etc.).
- E. If the District denies a request to use compensatory time off, it may either substitute the leave with cash compensation, or notify the employee of a suitable time in which he or she may use his or her earned compensatory time within two weeks of the request.

1.08 Meal Period

All employees who work six (6) hours or more per day will be entitled to an unpaid half-hour meal period, which shall be duty free.

1.09 Breaks

Employees scheduled to work at least four (4) hours per work day shall receive one (1) fifteen (15) minute paid break. Employees scheduled to work at least eight (8) hours per work day shall receive two (2) fifteen (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor.

Hours Worked	Break(s) and Lunch Period Scheduling
0 to 3.99 hours	0 minutes
At least 4.0 to 5.99 hours	15 minutes
At least 6.0 to 7.99 hours	15 minutes and 30 minute duty-free meal period
At least 8.0 or more hours	(2) 15 minutes and 30 minute duty-free meal period

1.10 Emergency School Closings

- A. Custodians 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.
- B. Administrative Assistants may be requested by the Building Administrator to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible.
- C. 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. If the day is not rescheduled, the employee may elect one of the options in Section 1.11 for time lost due to emergency school closing. Employees shall be required to make days up in the event that the District schedules make-up days.
- D. 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. Employees may elect one of the options in Section 1.11.

1.11 Emergency School Closing Employee Options if the Day/Time is Not Made Up

The employee may select one of the following options if the District does not reschedule the day/time:

- A. The employee may elect to not be compensated for the day/time school was closed.
- B. The employee may elect to use compensatory time off, emergency, personal, or vacation leave time if available.

The employee should notify the District on the next school day after the day school is closed, begins late or is dismissed early, for an emergency as to which option the employee wishes to select.

1.12 Flexible Schedule

An employee request to change in his/her weekly work schedule shall be filed with the employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request in his/her sole discretion. The scheduling of hours of work under the flexible work schedule is at the sole discretion of the immediate supervisor. All hours of work under a flexible work schedule agreement must be completed within one regular workweek as defined in this *Handbook*. An agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime.

1.13 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.

SECTION 2: NON-CONTRACTED EMPLOYEE SUPERVISION AND EVALUATION

2.01 General Provisions

The primary purpose of employee evaluation is to provide continuous improvement in the quality of service to the community/students/staff of the Platteville School District and to assess the individual performance of staff members.

2.02 Evaluators

Every non-administrative contracted employee 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-level administrator, or district administrator. 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.

2.03 Procedures and Instruments

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

2.04 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.

2.05 Comments, Disputes

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

2.06 Evaluation Process

- A. Basic Requirements

1. A probationary non-contracted employee shall be formally evaluated at least one (1) during the probationary period of employment.
 2. A non-probationary employee shall be formally evaluated at least annually.
 3. Assistance, recommendations and directions shall be provided to each non-contracted employee in an attempt to correct deficiencies observed.
- B. Plan of Improvement: A continuing non-contracted employee whose performance has not met expectations as of the most recent summative evaluation shall be placed on a plan of improvement designed to improve overall performance to a proficient level. The process shall be as follows:
1. Goal of Improvement Plan: The goal of the improvement plan is for the employee to meet expectations. The plan will be developed by the employee's immediate supervisor and another administrator determined by the District Administrator, with input from the employee, in order to meet both the specific needs of the employee and the performance expectations of the District.
 2. Content of Improvement Plan: It shall include a description of the employee's deficiencies, a plan to help the employee develop required skills, a schedule of supervisory activities, and a target date by which time the employee will perform satisfactorily. The summative evaluation shall include input from the other district designated administrator.

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 fifteen (15) calendar day 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 classification for layoff or reduction in hours.
 1. The District shall utilize the following criteria for determining the employee for layoff or reduction in hours:
 - a. Educational Needs and Priorities 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, training, experience, district evaluations, etc. Evaluations from the previous two calendar years will only be utilized as a factor if the employee has been placed on an identified plan of improvement.
- 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.
 - 1) 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.
 - 2) Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
 - 3) Length of Service List: The District will annually produce a length of service list and provide it by September 30th. The employees will raise any objections to the proposed length of service list by December 1st.

3.04 Reduction in Hours

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

3.05 Recall/Rehire Process Period

Laid-off employees shall retain the option to be recalled for a period of twenty-four (24) months either after the employee's last day of work with the District or from the time the employee received the notification of layoff, whichever is later.

3.06 Recall Procedure

All employees non-renewed under this section shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list

All laid off employees shall have their names placed on a recall list. In the event a vacancy occurs or a new position is created while employees are on layoff, the District shall first attempt to fill the position utilizing employees on the reemployment list provided they have the appropriate experience, certification, and training and have not been on an identified plan of improvement immediately preceding the effective date of lay-off. The District will post vacancies in accordance with the terms of this *Handbook*.

3.07 Termination of Recall Options

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

3.08 Insurance Benefits during Layoff

Please see Part I, Section 15, COBRA, subsection 15.11 for an explanation of insurance continuation options.

3.09 Accrued Benefits during Layoff

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

3.10 Other Employment during Layoff

No employee on full or partial layoff shall be precluded from securing other employment while on layoff status.

SECTION 4: DISCIPLINE AND DISCHARGE

4.01 Length of Probationary Period

All newly hired employees shall be on probation for a period ninety (90) working days which may be extended for an additional thirty (30) working days at the discretion of the district administrator.

4.02 Standard for Discipline and Termination

- A. Probationary Employee: Probationary employees may be disciplined or terminated from employment by the District at the discretion of District Administrator. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*.
- B. Non-Probationary Employee: A non-probationary employee may be disciplined or terminated for reasons that are not arbitrary or capricious. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*. Prior to making a recommendation for termination for unsatisfactory performance of a non-probationary employee, the employee shall be placed on a plan of assistance under the District's evaluation procedures for three (3) consecutive cycles and is still unable to meet as acceptable level of performance. The length of the cycles shall be determined by the supervising administrator depending on the deficiencies noted.

4.03 Benefits during Probation

Except as expressed herein, all provisions of this Agreement shall apply to an employee as of the first day of employment. If an employee quits or is terminated during the probationary period, however, no accrued sick leave, vacation, or other benefits shall be due him or her. Employees eligible to receive insurance benefits shall receive initial coverage in accordance with the waiting periods, if any, contained in paid coverages without regard for the probationary period.

4.04 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.

4.05 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 5: ASSIGNMENTS, VACANCIES AND TRANSFERS

5.01 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 ten 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 District's website.

5.02 Interviews

An employee with the necessary qualifications who applies for a vacant position, prior to the end of the posting period, shall be granted an interview for the position.

5.03 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.

5.04 District Ability to Determine Job Description

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

5.05 Involuntary Transfers

When the District determines that an involuntary transfer of an employee is necessary, 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 6: PAID VACATION

6.01 Notice

Each employee shall be notified of their total number of vacation days by August 1st of each year.

6.02 Calendar Year Employees

Paid Vacation will be provided to Calendar Year employees according to the following schedule:

Number of Years Worked	Vacation Days Earned
After one (1) year of service	10 days annually
After five (5) years of service	15 days annually
After fifteen (15) years of service	20 Days Annually

Employees in their first year of service earn a pro-rated amount of vacation based upon the number of months worked.

"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 years' 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.

6.03 Scheduling of Vacation

Vacation time may be taken in two-hour increments. Requests for vacation time shall be made and approved by the employee's immediate supervisor 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 at his/her discretion. 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 and limit the number of employees on vacation as necessary to accomplish work objectives.

6.04 Payment upon Termination/Transfer to a Position Not Eligible for Vacation

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her accumulation. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee's termination and will be remitted on the final paycheck.

6.05 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 7: HOLIDAYS

7.01 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	Day after Thanksgiving Day
Good Friday	December 24
July 4	December 25
Labor Day	December 31

C. School Year Employees

January 1	Memorial Day
Labor Day	Thanksgiving Day
Day after Thanksgiving Day	December 24
December 25	

7.02 Holidays Falling on Weekends or Student Contact Days

If any of the holidays listed above, fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31st holiday and the preceding Friday shall be observed as the January 1st Holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday shall be declared the holiday unless the preceding Friday is a student contact day. If the holiday falls 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.

7.03 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.

7.04 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 8: WAGE, COMPENSATION, AND EXPENSES

8.01 Wage Schedule

Non-contracted, non-exempt employees shall be paid according to Wage Matrix C: Non-Contracted staff in Appendix.

8.02 New Employee Wage Schedule Placement

- A. New employee placement – New employees shall be placed on the wage schedule as a probationary employee for a period of ninety working days.
- B. Lane Movement after the probationary period: Employees will progress to the 5 year and ten year lanes on July first following four full years of satisfactory employment or following 9 full years of employment. An employee may be held in the previous lane for unsatisfactory performance. An employee may be frozen at his/her previous year's wage rate for more serious nonperformance.

8.03 Out-of-Classification Pay

Any employee working in a higher paid classification for more than ten (10) working days shall receive the pay of that classification. Upon completion of the employee's assignment under the higher pay scale, the employee shall revert to his or her former classification and rate.

8.04 Rate of Pay upon Promotion

Whenever an employee is promoted to a new higher paid classification, he or she will be placed at the lane other than probationary that gives the employee the smallest wage increase. An employee who is voluntarily or involuntarily transferred to a lower paid classification shall retain her/his lane placement.

SECTION 9 JOB RELATED TRAINING AND LICENSURE

9.01 In-Service Training

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

9.02 Job-Related Education and Training

Provided funds are available, the District shall reimburse the actual tuition cost up to \$100 per credit for undergraduate or graduate credits earned from an institution recognized by the North Central Association Commission on Accreditation and School Improvement Institute of Higher Education [NCA], or earned at an institution accredited by another accrediting agency recognized by the NCA and the actual tuition cost up to \$50.00 per credit taken from an institution within the Wisconsin Technical College System. Prior approval must be obtained by the employee's direct supervisor and the district administrator and must be substantially related to the employee's position within the district. Credit reimbursement shall not be given for more than 6 credits in a fiscal year (July 1 – June 30). Credits must be certified by transcripts and received in the district office. Reimbursement checks will be issued within 30 days of receipt of transcript.

The responsibility for filing application for credit reimbursement shall rest with the employee. The coursework shall not be done during the employee's working hours, nor shall it result in overtime.

The employee shall receive his/her regularly scheduled hourly wage if the employee's direct supervisor and District Administrator require the employee to attend job related education and training during the employee's regularly scheduled work day.

SECTION 10: RESIGNATION FROM EMPLOYMENT

10.01 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, sick 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.

SECTION 11 INSURANCES

11.01 Health and Dental Insurance

The district shall provide health and dental insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board

A. Eligibility.

1. **Minimum Hours for Any District Contribution:** An employee has an assignment of at least 30 hours per week is eligible to participate in the District's health and dental insurance. Full-time equivalency is defined as 37.5 hours per week. Hours worked beyond those of the employee assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are 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. Employees whose hours are reduced shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
2. **Pro-ration of District Contributions:** An employee who has an assignment of at least 30 hours on a weekly basis or less than a 37.5 hours assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment based on 40 hours weekly.
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.

- #### **B. Commencement and Termination of Benefits.**
- Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease at the end of the month the employee's resignation or termination becomes effective.

C. Premium Contributions

1. **Health Insurance:** For full-time employees who are eligible for and select single or family coverage, the District shall pay no more than 87.4% of the premium, provided the increase from the prior benefit year remains at or below 10 percent. Employees shall be responsible for the remaining portion of the premium and the full cost of the premium increase over 10%.

2. **Dental Insurance:** For full-time employees who are eligible for and select single or family coverage, the District shall pay no more than 87.4% of the premium. Employees shall be responsible for the remaining portion of the premium.

SECTION 12: POST-EMPLOYMENT BENEFITS

12.01 Eligibility

Any regular employee with at least fifteen (15) years of employment in the Platteville School District and who attains the age of fifty-five (55) as of the day before the subsequent school year begins shall be eligible to participate in the early retirement plan described in Section B (Benefit Application).

1. An employee is eligible to retire effective at the end of the school year or fiscal year only and shall notify the District in writing of his/her intent to retire prior to March 15th for the subsequent school year.
2. This section shall not apply to any employee who is discharged or non-renewed.

12.02 Benefit Application

- A. Any non-contracted employee who is eligible and who elects to retire early under this section shall be eligible to receive an amount of \$1,000 for each year of service to the Platteville School District up to a maximum amount of \$30,000 to be disbursed as outlined in section D.
- B. Only years that the employee has worked at least half-time will be counted towards the foundation amount. Years that the employee was employed in a regular assignment at least .50 FTE or 20 hours per week, but less than full-time shall be pro-rated based upon their full-time equivalent. In order to qualify as a year of service, the employee must have started employment prior to January 1st of the fiscal year.
- C. In addition, an amount equal to \$100.00 per 8-hour unused sick day, up to a maximum amount of \$12,000.00 shall be added to the foundation amount.
- D. The foundation amount shall be paid directly to the employee
- E. in equal installments with the first payment on June 30th immediately following retirement and then on June 30th of each year for 4 years thereafter.
- F. The retired employee may purchase into the district health insurance plan for a period not to exceed 5 years, provided there is no break in coverage.
- G. If an employee dies during the period when the employee is receiving early retirement benefits under this section and is survived by a spouse and/or dependent(s), the retiree's spouse and/or dependent(s) shall be eligible to receive any unused benefit due the employee under this section.
- H. Upon Retirement or Resignation after 10 years, a lump sum payment of \$100.00 per unused sick/emergency days (8 hour day) to those employees not eligible for retirement benefits.

Platteville School District Employee Handbook

Part IV: Provisions Applicable to 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:

- A. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant.
- B. The stipend for extra-curricular activities shall be specified in the letter of assignment.
- C. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.
- D. Should an insufficient number of students, as solely determined by the administration, report for a co-curricular activity, this notice of assignment will be considered null and void.
- E. All paid co-curricular staff members must hold First Aid, CPR and AED certification.
- F. Athletic coaches who are not licensed teachers must have completed CNLT certification.

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.

1.07 Extra-Curricular Pay Schedule

Extra-Curricular Employees will be paid according to Matrix D: Co-Curricular Staff.

APPENDIX: SALARY MATRICES

Salary Matrix A - Contracted

	I	II	III	IV
15	65351	66368	67384	68401
14	64688			
12	58683			
11	56232	57127		
10	53831			
6	49350			

Salary Matrix B - Contracted

Matrix B	BA/BS Prob	BA/BS N-PDP	BA/BS PDP	Prob MS/MS	MA/MS PDP	Distinguished Educator
	A	B	C	D	F	G
15					62045+750SP	68401+1500SP
14					61045+750SP	66667+1500SP
13					60045+750SP	64934+1500SP
12					59045+750SP	63200+1500SP
11					58045+750SP	61467+1500SP
10	50002		51482+750SP	54017	57088+750SP	59734+1500SP
9			50002+750SP		55435+750SP	
8			48524+750SP		53781+750SP	
7			47045+750SP		52129+750SP	
6			45568+750SP		50477+750SP	
5	44089	45568		46239		
4	43350	44089		44683		
3	42610			43129		
2	41132			41573		
1	39653			40934		

Salary Matrix C – Non-Contracted Support

Class 2014-2015	Prob	NProb	V	X	
Administrative Assistant/Custodian	1A 16.52	1B 17.17	1C 17.78	1D 18.09	b. -3 18.34 Special
Library/Clerical Assistant	2A 15.36	2B 16.08	2C 16.69	2D 16.99	
Special Education Assistant	3A 15.17	3B 15.80	3C 16.41	3D 16.71	
Education Assistant/Lead Food Service/Housekeep	4A 14.97	4B 15.60	4C 16.21	4D 16.51	
Food Service	5A 14.43	5B 14.94	5C 15.65	5D 15.96	

Co-Curricular Matrix

	1	6 - 10	11 +	NM
Class I	4600	4800	5000	5152 - 4
Class II	4050	4250	4450	4600 - 1
Class III	3150	3350	3550	3680 - 2
Class IV	2800	3000	3200	3312 - 5
Class V	2100	2300	2500	
Class VI	1950	2150	2350	
Class VII	1850	2050	2250	2392 - 2
Class VIII	1500	1700	1900	2024 - 4
Class IX	1150	1350	1550	1656 - 1

Appendix: Employment Posters

Employee Protections Against Use of Honesty Testing Devices

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10861_p.pdf

Employee Rights and Responsibilities**Under the Family and Medical Leave Act**

English <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

Employee Rights Under the Fair Labor Standards Act

English <http://www.dol.gov/whd/regs/compliance/posters/minwagep.pdf>

Employee Rights under Wisconsin's Business Closing/Mass Layoff Notification Law

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_s_p.pdf

Federal Fair Labor Standards Act

<http://www.dol.gov/whd/regs/compliance/posters/wh1385State.pdf>

Hazardous Chemicals in the Workplace?

English <http://commerce.wi.gov/sb/docs/SB-PubSectSafHazardousPoster6894.pdf>

Hours and Times of Day Minors May Work in Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_s_p.pdf

Notice to Employees About Applying for Wisconsin Unemployment Benefits

English <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7e.pdf>

Spanish <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7s.pdf>

Hmong <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7h.pdf>

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9116_p.pdf

Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf

Occupational Injuries and Illnesses Summary

English http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=11301

OSHA Job Safety and Health

English <http://www.osha.gov/Publications/osha3165.pdf>

Spanish <http://www.osha.gov/Publications/osha3167.pdf>

Public Employee Safety and Health

English <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

Retaliation Protection for Health Care Workers

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_12210_p.pdf

U.S. DEPARTMENT OF LABOR WORKPLACE POSTER REQUIREMENTS FOR SMALL BUSINESSES AND OTHER EMPLOYERS

<http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>

Your Rights Under USERRA: The Uniformed Services Employment and Reemployment Act
([complete information from Dept. of Labor](#))

English http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf#Non-Federal

Your Rights Under USERRA

The Uniformed Services Employment and Reemployment Rights Act

English http://www.dol.gov/vets/programs/userra/userra_private.pdf

Wisconsin Fair Employment Law

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_s_p.pdf

Wisconsin Family and Medical Leave Act

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_s_p.pdf

Wisconsin Minimum Wage Rates

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf

APPENDIX: PRIVACY PRACTICES

**PLATTEVILLE SCHOOL DISTRICT
NOTICE OF PRIVACY PRACTICES
REQUIRED NOTIFICATION**

THIS NOTICE IS BEING SENT TO YOU AS REQUIRED BY FEDERAL REGULATION.
IT DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED
AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW IT CAREFULLY.

THE DISTRICT'S LEGAL DUTIES

The District is required by law to safeguard the privacy of your protected health information. The District is also required to give you this Notice about our legal duties and privacy practices relating to protected health information. Protected health information is any individually identifiable health information relating to your past, present or future physical or mental health or condition; the provision of health care services to you; or the payment of past, present, or future health services to you, whether that information is written, electronic, oral, or recorded in another medium. The information may be created or received by entities such as health care providers, health plans, or employers.

The District is required to abide by the terms of this Notice currently in effect. The District reserves the right to change our privacy practices and the terms of this Notice for all protected health information the District maintains even if the information was created or received before issuing the revised Notice. If a material revision is made, the District will distribute a copy of the revised Notice.

This Notice takes remains in effect until the District replaces it. You may request a copy of this Notice at any time. For more information about our privacy practices, or for additional copies of this Notice, please contact the individual designated at the end of this Notice.

USES AND DISCLOSURES

The District may use and disclose your health information for the following purposes:

Treatment: The District may use and disclose your protected health information to provide, coordinate, or manage your health care and any related services with a physician or other health care provider. For example, the District may disclose to a treating neurologist the name of your treating general physician so that the neurologist may request medical records from the treating general physician.

Payment: The District may use and disclose your protected health information to determine and to fulfill coverage responsibilities and to provide benefits under the District's health plan. The District may also use and disclose your protected health information to obtain or provide reimbursement for benefits provided. For example, a third-party administrator may send you a detailed bill or explanation of benefits form, which may include information that identifies you, your diagnosis, and the procedures that you received.

Healthcare Operations: The District may use and disclose your protected health information for certain administrative, financial, legal, and quality improvement activities necessary to run our business and to support the core functions of treatment and payment. For example, such activities could include, but are not limited to, underwriting and other activities relating to the creation, renewal, or replacement of a contract for health benefits. Such activities also include sharing your protected health information with third party "business associates" that perform various activities for us.

Family and Representatives: The District must disclose your protected health information to you, as described in the Individual Rights section of this Notice. The District may disclose your health information

to a family member, friend or other personal representative formally designated by you or by law to the extent necessary for the proper provision or payment of healthcare.

Persons Involved in Your Care: The District may use or disclose protected health information to notify, or assist in the notification of (including identifying or locating) a family member, a personal representative of the individual, or another person responsible for the care of the individual of the individual's location, general condition, or death. If you are present, you will have the opportunity to object to such use or disclosure of your protected health information. If you are not present, or the opportunity to agree or object cannot be provided due to incapacity or emergency, the District, in the exercise of professional judgment, may determine whether the disclosure is in your best interest. The District may use professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to act on your behalf to receive protected health information.

Business Associates: The District may disclose protected health information to business associates that perform services on behalf of the District. To protect the privacy of your health information, the District will contractually require business associates to maintain appropriate safeguards to protect your protected health information.

Abuse or Neglect: The District may disclose protected health information about an individual whom we reasonably believe to be a victim of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect, or domestic violence.

Health Oversight Activities: With certain exceptions, the District may disclose your protected health information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of specified programs.

Public Health Activities and Related Purposes: The District may disclose your protected health information to public health authorities authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions. In addition, the District may disclose protected health information to a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect. The District may also disclose your protected health information to a person subject to the jurisdiction of the Food and Drug Administration (FDA) with respect to an FDA-regulated product or activity for which that person has certain responsibilities.

Required by Law: The District may use or disclose protected health information to the extent that federal, state or local law requires such use or disclosure and the use or disclosure complies with, and is limited to, the relevant requirements of such law.

Judicial and Administrative Proceedings: The District may disclose protected health information in the course of any judicial or administrative proceeding: 1) in response to an order of a court or administrative tribunal, or 2) in response to a subpoena, discovery request, or other lawful process.

Law Enforcement Purposes: The District may disclose your protected health information to assist law enforcement officials in the performance of their law enforcement duties and as required or permitted by law.

Workers' Compensation: The District may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs that provide benefits for work-related injuries or illness without regard to fault.

Health and Safety: The District may, consistent with applicable law and standards of ethical conduct, use or disclose protected health information, if we, in good faith, believe the use or disclosure will avert a serious threat to health or safety of a person or the public.

Plan Sponsor: The District may disclose your protected health information to district officials as needed to fulfill our administrative responsibilities relating to the district's Health Care Plan.

National Security: The District may use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission, if the appropriate military authority has published by notice the appropriate information. The District may also disclose, to authorized federal officials, health information required for lawful intelligence, counterintelligence, and other national security activities. The District may disclose to a correctional institution or law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual upon a showing of necessity.

INDIVIDUAL RIGHTS

Access: You have a right to inspect and obtain a copy of protected health information about you, with exceptions, for so long as the District maintains the information. Requests for access must be made in writing and sent to the contact person at the end of this Notice. Requests for copies must be made in writing and sent to the contact person listed at the end of this Notice. You may request the information in a format other than hard copies and the District will comply with your request if practicable. You will be charged a reasonable cost-based fee for expenses such as copies, labor, postage, and preparation fees for a summary of the health information if you request one. The District may deny requests in certain cases. You have a right to request a review of certain denials of access.

Restriction: You have the right to request additional restrictions on the use and disclosure of your protected health information. Any such request must be made in writing and must state the specific restriction requested and to whom that restriction would apply. The District is not required to agree, but if it does, the District will not use or disclose, except in certain emergencies, protected health information in violation of the restriction.

Confidential Communications: You have the right to request that the District communicate with you regarding your protected health information by alternative means or at alternative locations. Your request must be in writing and must specify an alternative address or other method of contact. The District will accommodate reasonable written requests if you clearly state that the disclosure of all or part of your protected health information could endanger you.

Amendment: You have the right to request that the District amend your protected health information, if that information is in error. Your request must be in writing state the reason for your request. If your request is denied, you have a right to submit a written statement disagreeing with the denial. The District has the right to issue a rebuttal to your statement, in which case, a copy will be provided to you.

Accounting: You have a right to receive an accounting of disclosures of your protected health information made by the District or our business associates for purposes other than treatment, payment or health care operations and certain other activities. The District will provide the first accounting to you in any 12-month period without charge. If you request an accounting more than once in a 12-month period, the District may charge you a reasonable cost-based fee. If the District will charge a fee, it will notify you in advance and provide you an opportunity to withdraw or modify your request for a subsequent accounting in order to avoid or reduce the fee.

Authorization: The Plan will obtain your written authorization for uses or disclosures that are not identified by this Notice. Subject to certain limitations, you may revoke any authorization in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

Electronic Notice: If you receive this Notice electronically, you may still obtain a paper copy upon request to the contact person listed at the end of this Notice.

COMPLAINTS

You have the right to file a complaint if you believe your privacy rights have been violated. You may file a complaint by writing to the District's Privacy Officer (*see* Contact Information, below). You may also file a complaint with the Department of Health and Human Services. You will not be retaliated against for filing a complaint.