

UNITED CAMPUS



TEACHER HANDBOOK 2015-2016 (COPY)

*The Board of Education reserves the right to modify
this document at any time.*

EFFECTIVE DATE: _____

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INTRODUCTORY MATTERS

Mission Statement

“To educate all learners to reach their potential as productive citizens.”

Equal Opportunity Employer

It is the policy of the Blair-Taylor School District to provide equal opportunity in employment to all qualified teachers, hereafter referred to as employees and applicants for employment. In order to provide equal employment opportunities for qualified individuals under the law, Blair-Taylor School District will not discriminate on the basis of race, color, age, religion, creed, sex, sexual orientation, national origin, disability, marital status, arrest record, conviction record, veteran status, genetic testing, membership in military service, or any other legally-protected class status. Positive action is required from all employees to help ensure that the Blair-Taylor School District complies with its obligations under state and federal law. Alleged violations of this policy should be immediately reported to building principal. Employees found to be in violation of this policy will be subject to disciplinary action, up to and including discharge from employment. The School District prohibits any form of retaliation for making a report, in good faith, about issues of equal employment opportunity.

In accordance with the Americans with Disabilities Act (ADA) the School District will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of their job. A qualified individual who can be reasonably accommodated for a job, without undue hardship to the School District, will be given the same consideration for that position as any other applicant.

Purpose of Handbook

This Handbook is not a contract of employment; the Handbook supersedes and replaces provisions previously found in collective bargaining agreements that have expired and/or found in any prior personnel policies and procedures. The Handbook provisions are not guaranteed conditions of employment.

The School District of Blair-Taylor reserves the right to revise, add, subtract, correct, delete or update any part or all of the materials in this Handbook. Because this Employee Handbook is based on School Board policies and procedures, federal and state mandated policies and procedures, and present employee fringe benefit programs which are all subject to change, this Handbook is also subject to change. Any changes made in this Handbook will be brought to the attention of all employees.

Pursuant to Wis Stat. §118.21, the School Board shall contract in writing with teachers. Please note that nothing contained in this Handbook is to be construed by any employee as establishing or modifying such teacher contract. Furthermore, nothing herein shall be construed as a guarantee of continued employment nor as a guarantee of any benefits of conditions of employment.

The Role of Management

Policy: Certain rights and responsibilities are imposed by state and federal laws and regulations. Many of these rights and responsibilities have implications for policies and procedures governing employment.

For this reason, the Employer reserves any and all management rights regarding employees' employment status.

General Guidelines: The role of management includes, but is not limited to, the right to:

- A. Manage and direct the employees;
- B. Hire, promote, schedule, transfer and assign employees;
- C. Layoff and recall employees;
- D. Discharge employees or take disciplinary action;
- E. Develop job descriptions;
- F. Assign work duties;
- G. Introduce new or improved methods or facilities or change existing methods or facilities;
- H. Contract out for goods and services;
- I. Discontinue certain operations; and
- J. Direct all operations of the Blair-Taylor School District.

TIME AT WORK AND TIME AWAY FROM WORK

Hours of Work/Work Schedules/Calendars/Teacher Day

Policy: To provide teachers with advance notification of normal work hours, work schedules and the School District calendar. The District reserves the right to schedule and/or change all hours, schedules of work and the school calendar as deemed necessary by the District.

Calendars: Official yearly calendars will be approved by the Board of Education and posted on the District web site.

Teacher Day:

- A. Prep time will be determined by schedules at each building level at the discretion of administration.
- B. The administration may assign a teacher to act in the capacity of a substitute teacher. The teacher shall be paid at a rate of \$20.00 per hour for such substitution. This shall include substitute work for elementary art, music and physical education.
- C. Teachers shall be on duty and/or scheduled as assigned by the Board of Education
- D. The teaching day will typically be from 7:30 a.m. – 3:30 p.m., including in-service days. Fridays and days prior to holidays and vacations shall end after the buses leave. Any teacher who wishes

to leave before the end of the teaching day must get prior approval from their principal.

- E. Teachers will begin the teacher day fifteen minutes before the start of school on late-start days and will end the teacher day early on snow release days.
- F. Teachers are considered to be professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, & 111.70 (1)(L), Wis. Stats. and therefore exempt from overtime. Professional work is not limited to any specified number of hours per day or days per week. All full-time teachers shall receive a duty-free thirty (30) minute lunch period. The normal work hours and work schedules for part-time teachers shall be designated by the Board of Education.

Teaching is a salaried position and it is expected that time will be spent beyond the regular workday to complete tasks required or requested by administration.

Payroll & Deductions from Payroll/Public Sector Accountability

Policy: Standardization of payroll and payroll procedures in accordance with applicable State and Federal guidelines.

Pay Periods: Paychecks are normally deposited, by direct deposit, on the 10th and 25th day of each month. If payroll falls on Saturday/Sunday or Holiday paychecks will be deposited prior to the Saturday/Sunday or Holiday.

Data Changes: Please notify the District Office Manager if any changes occur in your name, home address, telephone number(s), marital status, name or number of dependents, number of tax exemptions, insurance classification, beneficiary changes, or individuals to be contacted in case of emergency. This information is necessary as it may affect your compensation, dependents' eligibility for medical insurance, and other important matters.

Deductions: It is the District's policy to comply with applicable wage laws and regulations. If you have any questions or concerns about your salaried status or you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately raise the matter with the District Office Manager who can assist you in understanding the information that is required in order to investigate the matter.

The District is committed to investigating and resolving all complaints as promptly, and as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed and the District will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

Total Base Wages & Other Forms of Compensation

Policy: To review and provide total base wages in accordance with State law which authorizes collective bargaining for **total base wages only**; to allow for consideration of other forms of compensation outside of collective bargaining.

Procedure: Employers are prohibited from engaging in collective bargaining with general municipal employees on any form of compensation except for total base wages. Premium pay, merit pay, automatic pay progressions and any other form of supplemental compensation may be considered, but not bargained, by the employer.

Holidays

Policy: To identify employee holidays.

Holidays: Labor Day Thanksgiving Day Memorial Day

Leaves-Sick

Policy: To provide teachers with paid time to address their own personal health care needs or the health care needs of an immediate family member.

Definition: For purposes of this provision, “immediate family” includes husband or wife, parents, children. Others may be approved by the superintendent.

FMLA: Under Federal FMLA, employees may be required to use all accrued paid leave time before receiving leave without pay; under State FMLA, employee may substitute accrued paid leave time or choose to take unpaid leave.

Incremental Use: Sick leave may only be used in minimum one-quarter (1/4) hour increments.

Notification: A request for sick leave must be submitted to the building principal before the start of assigned work hours.

Verification: The building principal or superintendent may require verification of illness at its discretion.

Payout: Unused sick leave is forfeited upon termination of employment.

Sick Leave: Ten (10) days of leave will be granted to each teacher for the first three (3) years and eight (8) days per year thereafter. This leave will accumulate to a maximum of one hundred (100) days. In the years following the year in which a teacher has accumulated one hundred (100) days of sick leave, the teacher shall be granted an additional ten (10) days beyond the accumulated one hundred (100). Sick leave will be first deducted from those additional days granted. If at the end of a year a teacher has additional days still beyond the one hundred (100), that teacher will begin the next year with one hundred and ten (110) sick leave days.

Sick days may be given by a contracted employee to another contracted employee upon written notice by both employees to the district office manager. Once the day(s) are given, they cannot be taken back. Staff members can give one (1) day for every ten (10) days accumulated to any staff member that has used all their sick days. The day(s) given are for sick and emergency purposes, not for personal reasons.

An employee must have accumulated at least 20 unused sick days before receiving days from another employee. Exceptions may be made by District Administrator due to unusual circumstances.

No more than 30 days can be given to an individual employee in a given school year. Extenuating circumstances will require Board approval.

These days cannot be used for maternity leave days.

Leaves-Family, Medical, Military

Policy: To grant family, medical and military leaves to qualified employees in accordance with the Wisconsin Family and Medical Leave Law and the federal Family and Medical Leave Act.

Eligible employees may qualify for unpaid leave under Wisconsin's Family and Medical Law (§103.10, Wis. Stats.) and/or the federal Family and Medical Leave Act. When applicable, the leaves shall run concurrently. Employee rights posters for both laws are in the workplace for reference by all employees.

Wisconsin FMLA: Any employee who has worked for more than 52 weeks (for a minimum of 1,000 paid hours) is eligible for unpaid leave under Wisconsin's Family and Medical Leave Act (§103.10, Wis. Stats.). However, the employee may, but is not required to, substitute definite and quantifiable paid leave benefits for unpaid leaves under the state law (e.g., paid vacation).

The amount of unpaid leave available in a calendar year pursuant to Wisconsin's law is presently as follows:

- A. Family Leave
 - 1. Up to a maximum of six (6) weeks per twelve (12) month period for the birth or adoption of a child. The leave must begin no earlier than 16 weeks before estimated birth or placement and no later than 16 weeks after birth date or placement of the child.
 - 2. Up to a maximum of two (2) weeks leave per twelve (12) month period to care for a child, spouse, parent, parent-in-law, domestic partner [as defined in Wis. Stat. § 40.02(1) and § 770.01(1)], or domestic partner's parent who has a serious health condition.

Total maximum time for #1 and #2 is eight (8) weeks per twelve (12) month period.

B. Medical Leave

1. A maximum of two (2) weeks per twelve (12) month period for the employee's serious health condition.

[NOTE: "Serious health condition" means a disabling physical or mental illness, injury, impairment, or condition which requires inpatient care in a hospital, nursing home or hospice, or outpatient care that requires continuing treatment or supervision by a health care provider.

Federal FMLA: Any employee who has worked for more than 12 months (for a minimum of 1,250 hours) is eligible for unpaid leave under the Federal Family and Medical Leave Act of 1993. An employee will be required to substitute definite and certain paid leave benefits for unpaid leave.

The federal law provides 12 weeks of unpaid leave during a 12-month period (*calendar/rolling year*) for any covered purpose, which are:

- A. The birth and first year care of a child or a child who has been placed with the employee for adoption or foster care.
- B. To care for a child, spouse or parent who is suffering from a serious health condition.
- C. For a serious health condition of the employee that makes the employee unable to perform his or her job duties.
- D. Because of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on covered active duty or call to covered active duty as a member of the Armed Forces, National Guard, or Reserves.

The federal law also provides for 26 weeks of unpaid leave during a single 12-month period in the case of covered service member caregiver leave because the employee is the spouse, child, parent or next of kin of a covered service member with a serious injury or illness. This 12-month period begins on the first day the eligible employee takes leave for this purpose.

[NOTE: A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Intermittent Leave: Under some circumstances, employees may take FMLA leave on an intermittent basis. Intermittent leave may be taken in the smallest increment allowed by the employer for any other type of leave.

- A. Federal leave based on a birth or child placement may only be taken intermittently on a reduced leave schedule if the employer agrees;
- B. State family leave for birth/placement or care of a child, spouse, parent or parent-in-law with a serious health condition may be taken as partial absences from employment if scheduled so as not to unduly disrupt the employer's operations.
- C. Federal leave based on a serious health condition of an employee, employee's child, spouse or parent may only be taken intermittently or on a reduced-leave schedule when medically necessary, unless the employer agrees otherwise.
- D. Federal leave due to a qualifying exigency may be taken on an intermittent basis as needed.
- E. State medical leave for self may be taken in non-continuous increments as medically necessary.
- F. Leaves will be granted in hourly increments or less as may be specified in policies or labor agreements. If it is physically impossible for an employee using intermittent leave to commence or end work midway through a shift, the entire time the employee is forced to be absent shall be designated as FMLA leave.
- G. Employees shall make a reasonable effort to schedule medical treatments so they do not unduly disrupt current operations and they shall provide the employer with reasonable advance notice.

Benefits: An employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In addition to paying their portion of health insurance premiums, employees shall be required to pay the full cost of continuing their [life insurance, disability insurance, during leave. If an employee fails to return to work for a reason other than the serious health condition of the employee or the employee's immediate family member, or other reason beyond the employee's control, the employee will be required to reimburse the employer for the employee's cost of these benefits while the employee was on unpaid leave.

Notice: Both state and federal law provide that the employee requesting family and medical leave has an obligation to provide reasonable advance notice to management, when practicable, of the nature and extent of any leave requested. In any event, employees will always have a duty to cooperate with management in arranging and processing leave requests under the state and federal laws to avoid undue disruption of the employer's operations. The employer requests that 30 days advance notice be provided whenever possible.

To receive FMLA leave, an employee must complete an FMLA leave request form. If an employee is unable to do so because the need for leave was not foreseeable, a request may be made verbally. Supervisors are not to discuss medical conditions or leave requests with employees, but are to forward them to Personnel. Personnel shall evaluate the request and provide a response to the employee approving or denying the request and providing the employee with a "Notice of Eligibility and Rights & Responsibilities (Family and Medical Leave Act)" and a "Designation Notice (Family and Medical Leave Act)" within five (5) business days, absent extenuating circumstances, of the employee's request. If Personnel needs additional information to determine whether a leave is being taken for an FMLA-qualifying reason, Personnel may wait until it has received the requested information from the employee and then notify the employee whether the leave will be designated as FMLA leave with the "Designation Notice" within five (5) business days, absent extenuating circumstances, after obtaining the information.

The employer may require employees to provide medical certification supporting the need for leave due to a serious health condition, second or third medical opinions (at the employer's expense) and periodic recertification, and periodic reports during FMLA leave regarding the employee's status and intent to return to work. A medical certification form must be presented by the employee within fifteen (15) days of being asked to do so by the employer. A return to work form from a physician will, in most cases, be required in the case of an employee's serious illness, injury, work-related injury (worker's compensation) or illness which has caused a prolonged absence from work, or if the employee's supervisor reasonably determines for the sake of safety that a medical authorization is advisable.

The employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. The employer may require an employee seeking FMLA leave due to a serious injury or illness of a covered service member to submit a certification providing sufficient facts to support the request for leave.

Upon Return to Work: Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. FMLA leaves shall not be counted as absences for disciplinary purposes.

Conform with Existing Laws: This policy does not provide any greater benefits than those provided by the family and medical leave laws. Any change in the law will impact upon the operation of this policy by modifying its provisions to conform with the law.

Leaves-Bereavement

Policy: To allow paid leave for purposes of making funeral arrangements and/or attendance at a funeral.

Procedure: Bereavement leave is granted on the following basis: three (3) days per annum. These days are non-cumulative and are to be used exclusively for reasons of death or serious illness in the immediate family. Such leave shall be deducted from accumulated sick leave.

The immediate family is hereby defined to include the following: husband or wife, father or mother, child, brother or sister, grandparents, grandchild, son or daughter-in-law, father or mother-in-law.

Teachers shall be granted up to one (1) day per year with pay to attend the funeral of a teacher's friend or relative outside the immediate family. Additional leave may be granted in the sole discretion of the Superintendent.

The District recognizes that "immediate family" may not recognize people whom we care deeply about. In these instances, other forms of paid or unpaid leave may be available for use. Please see the Superintendent to discuss any requests.

Leaves- Jury Duty

Policy: Employees who receive a summons to serve on jury duty will be granted jury duty leave.

General Guidelines: Employees must give reasonable advance notice of their intended absence for jury duty. If an employee is dismissed from jury duty on any given day prior to the end of his/her regularly scheduled working hours, he/she will report to work for the balance of the working day unless the District gives authorization for the employee to not return to work.

Any payment received for duty will be relinquished to the District Office. Payment for mileage will remain with the employee

Leaves- Personal

Policy: To provide employees with paid leave time, that can be taken in quarter ($\frac{1}{4}$) day increments, in order to conduct personal business.

Eligibility: All full-time teachers and all part-time teachers will be granted personal leave. Full-time teachers will be granted two (2) days of personal leave per year and eligible part-time teachers will receive leave on a prorated basis. The employee must give at least 24 hours advance notice to the Superintendent's office prior to usage and receive approval for use of leave. No reason for usage need be given; leave must be taken in quarter-day increments.

Typically, no more than two (2) employees at each level (PreK-6, 7-8, 9-12), or a total of Four (4) employees for the District, may use such leave at the same time.

Exceptions may be granted by the superintendent.

Personal Day Bonus: Personal days NOT used will result in a \$50.00 stipend being paid for each day and those days will not be deducted as sick day time. Personal days may not be accumulated from year to year.

Leaves- Emergency Conditions

Policy: To promptly notify employees of any emergency conditions that may require the closing of a work site, the reassignment of staff to alternative work sites or other emergency measures.

Leaves- Extended Unpaid

Policy: Extended unpaid leaves for personal or medical reasons may be granted in the sole discretion of the Board of Education.

INSURANCE & RETIREMENT BENEFITS

Health Insurance & COBRA

Policy: To provide health insurance to those employees who qualify for coverage.

Coverage: Levels of benefits provided and employee participation is determined by the Board of Education and applicable state and federal regulations. The District retains the right to change insurance providers and to determine the elements of insurance plan design including deductibles, co-pays and co-insurance.

Employee Contribution: Employee contributions are established by the Board of Education.

Insurance Continuation: Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and subsequent amendments to the Act, employees covered under an employer's group health care plan are eligible for continuation of health care coverage under the group plan upon the employee's termination (except for gross misconduct) or reduction in hours. COBRA regulations also allow the employee's spouse and covered dependents to elect continuation coverage upon the employee's death, divorce or legal separation, an employee's entitlement to Medicare, a dependent's loss of dependent status under family coverage, or the employer's filing of a bankruptcy proceeding.

All employees, as well as their qualified dependents, will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event occurs which entitles the employee and/or qualified dependents to continuation coverage, the plan administrator will notify the qualified beneficiaries of their right to elect continuation coverage. Unless otherwise agreed, continued participation is solely at the participant's expense.

Health & Dental Insurances

Currently, the Point of Service Plan with a 5/10/25 drug card is in effect.

Currently, the District's contribution toward the premiums for health and dental insurance is 87.4% of the actual premiums for full-time employees.

Currently, the Board will contribute twenty percent (20%) of the premium for teachers enrolled in the State group life insurance plan.

The Board currently offers a long-term disability plan paid for by the District for eligible employees. An employee, who is eligible for long-term disability benefits and has a disability which will likely be career-ending, may use his/her accumulated sick leave prior to applying for LTD benefits. Employees with less severe disabilities shall apply for the receipt of benefits after the sixty (60) day waiting period.

The Board also currently provides a Section 125 Plan at District expense using a carrier selected by the Board.

Retirement

Policy: To provide retirement contributions to eligible employees in accordance with State law.

Employee Contribution Once eligible for coverage under WRS, coverage is mandatory and an employee may not “opt out” of WRS. Employers and employees are required to pay “one-half of the total actuarially required contribution rates.” Employee contributions are pre-tax.

WRS & Voluntary Early Retirement: For all eligible employees, the Board shall pay half (1/2) of the employee’s contribution to the Wisconsin Retirement System (WRS). The employee will pay their half (1/2) to the WRS.

Teachers may elect to retire under this Article provided they are at least age 57 in the calendar year of retirement and provided they have at least fifteen (15) years of full-time service in the Blair-Taylor School District (and/or the former Blair and Taylor School Districts). Such retiree will receive a monthly stipend of \$350 from the District, up to a maximum of five (5) years, to supplement those annuities from the State Teacher Retirement Fund.

The \$350 monthly stipend shall be contributed to the Section 125 Plan which shall have a cash option. Cash payments received under the cash option shall be subject to FICA and federal withholding.

In addition, the retiree shall receive a lump sum payment of \$30 for each unused sick leave day, up to a maximum of 100 days.

The monthly retirement stipend specified in Section (A) shall terminate the month following the month during which the retiree reaches age of Medicare eligibility or upon the death of the retiree, whichever occurs earlier. All payments will be made on a monthly basis. Payments will start in the month of July subsequent to the retirement.

Teachers who desire to participate in the program shall make application no later than the fifteenth (15) day of April in the year that they will be retiring.

Teachers who voluntarily retire shall be eligible to remain in the group health insurance coverage maintained by the District by paying their own premium,

provided the District's carrier permits retirees to remain in the group until Medicare eligibility.

Retirement notice should be given by March 1st

TECHNOLOGY & COMMUNICATIONS

Bulletin Boards

Policy: The District will provide bulletin boards for use by employees for posting of communications. All postings require the prior-approval of Administration and violators of this requirement may be subject to discipline, up to and including discharge from employment.

Teachers are expected to remove postings when the contents expire; the District may remove postings at its discretion.

Electronic & Social Media

Policy: It is the policy of the District that information, in all its forms, written, spoken, recorded electronically, or printed, will be protected from accidental or intentional unauthorized modification, destruction, or disclosure. All electronic media must be protected from misuse, unauthorized manipulation, and destruction. It is further the policy of the District that employees may not use social media technology to engage in or post communications or material that would violate any Board policy, including, but not limited to, using technology to post communications or materials that are derogatory or offensive with respect to race, religion, gender, sexual orientation, national origin, disability, age, or any other legally protected class status.

General Guidelines - Electronic Media:

- A. All Districts provided electronic media systems are the employer's property. Additionally, all messages and files composed, sent or received on these systems are and remain the property of the District. They are not the private property of any employee.
- B. The use of our electronic media systems is reserved solely for the conduct of business, during work hours. However, if employees wish to use these systems during breaks, lunch periods, or before and after regular working hours, they may do so but employees are specifically prohibited from using these services for any illegal, illicit, immoral or offensive purposes.
- C. The electronic media systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations.
- D. The electronic media systems are not to be used to create any offensive or disruptive messages or documents.

- E. The electronic media systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials without prior authorization.
- F. The District reserves and intends to exercise the right to review, audit, intercept, access and disclose all internet activity and any messages or documents created, received or sent over the employer's electronic media systems for any purpose.
- G. The confidentiality of any message cannot be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to management or they are invalid and cannot be used.
- H. Employees may not modify, delete, or destroy any District document created by any electronic media unless specifically authorized to do so.

General Guidelines - Social Media:

- A. **Only on Your Own Time.** Unless you have received advance permission from your supervisor or unless such activity is directly related to the performance of your job, you may not engage in personal social media activity on work time.
- B. **Post as Yourself.** Make clear that you are expressing your personal views alone, not those of your employer.
- C. **Be Respectful and Nice.** Do not post communications or material that is disparaging, obscene, profane, vulgar, bullying, threatening, or inappropriately inflammatory.
- D. **Use Good Judgment.** Because what you say online is accessible to the public, use good judgment in your communications.
- E. **Obey the Law.** Do not post any material that violates the law, such as material that is obscene, profane, defamatory, threatening, harassing, or that violates the privacy rights of someone else. The posting of such material may subject you to criminal and civil liability.
- F. **Don't Expect Privacy.** Because your social media communications are publicly available, you should not expect that your communications are private in any way. Once you post something online, it is completely out of your control and generally available to anyone in the world.
- G. **Ask for Guidance.** If you have any questions about what is appropriate to include in social media communications, ask your administrator.
- H. **Comply with Harassment and Other Policies.** Team members may not use social media technology to engage in or post communications or material that would violate any other board policy, including, but not limited to, the Workplace Safety, Discrimination, Harassment and Retaliation policy.

I. **Keep Secrets.** You must not disclose confidential information.

Duty to Report: All employees have a duty to report any discovered or suspected unauthorized or improper usage of electronic media or social media with impact on the workplace.

Policy Violations: Employees who violate this policy may be subject to discipline, up to and including termination of employment.

Political Activities

Policy: Employees are free to engage in political activity outside of work hours and to the extent that it does not adversely affect the performance of job duties, working relationships or District operations. When engaging in political activity or engaging in discussion of issues of public importance, employees are expected to ensure that their actions and positions are not attributed to the District. District resources may not be used for promoting a particular candidate or political party or for advocating a particular position on an issue that has become identified as the viewpoint of a particular candidate or party.

Definition of “Employer Resources”: Employees may not use District resources for political activities. District resources include office supplies, electronic equipment including e-mail, facsimile and photocopying machines, bulletin boards and other public spaces.

Definition of “Political” Activities: Political activities include partisan and non-partisan elections and referendums and must be conducted independent of your role as an employee. The following guidelines are not exhaustive, but are intended to help in differentiating between those activities that may be viewed as harmful to workplace functioning and those activities that generally fall outside the “political” activities subject to District restrictions and intervention. Employees are expected to avoid the following political activities:

- Using working hours or District resources to solicit money or signatures or to make political contributions;
- Using non-work hours to solicit contributions, signatures or services from other employees who are on work time;
- Posting political materials in areas open to the public (generally, individual work stations that are not available to the public are exempted from this restriction);
- Using the District’s mailing address as the return address for political solicitations;
- Providing District mailing lists to any individual or organization for political solicitations if this information is not generally available to the public. (Note: the use and distribution of District mailing lists to outside parties always requires prior authorization including an assessment of whether fees should be charged to cover production costs);

- Providing a forum for an individual candidate to promote his or her campaign without giving an equal opportunity to other candidates, for the same office, to participate in the forum;
- Political advocacy in the form of clothing items, armbands and buttons that cause a disruption in operations and/or violate the rights of others including the right to be free from discrimination, harassment and intimidation in the workplace.

These guidelines are not intended to discourage discussion of controversial issues in the classroom, where such discussions are consistent with District curriculum guidelines and teaching methods.

This policy is not intended to limit the off-duty activities of employees where District buildings and property are made available to community groups for meetings and gatherings.

Nothing in this policy limits the rights of the District to sponsor non-partisan political forums or forums to provide information on District initiatives, such as building referendums. Nothing in this policy places restrictions on the District's freedom to invite speakers with political associations to forums that are not open to the general public.

Solicitation

Policy: In order to help maintain a work environment that protects employees from undue interference while performing their jobs, employees may not orally solicit or distribute written materials for any organization, fund, activity or cause to other employees in work areas while either employee is on working time.

Employees On-duty: Employees may solicit other employees or distribute written materials before or after the normal work day, during normal break or lunch times or any other time when they are not working. These solicitations and literature distribution efforts are not permitted on school grounds.

Employee's Off-duty: Off-duty employees may not solicit or distribute literature on school owned premises at any time.

Non-employees: May not solicit or distribute written materials on behalf of any organization, fund, activity or cause. Solicitations for charitable organizations are exempt as long as the organization is sponsored by an employee and prior permission has been secured from management. The same restrictions regarding working time and working areas apply to non-employees

WORKPLACE POLICIES

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. 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 request for District records shall be to the appropriate administrator. Nothing in this policy is intended to prohibit employees from discussing with others their wages, hours or terms and conditions of employment.

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 interest 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.

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.

Criminal Background Checks/Charges/Convictions

A District employee shall notify his/her immediate supervisor or administrator as soon as possible, but no later 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;
- C. crimes that occur wholly or in part on school property or at a school sponsored activity;
- D. a misdemeanor which involves moral turpitude (act or behavior that violates moral standards of the community); or
- E. a misdemeanor which violates 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. 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 personnel 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;
- D. other factors as deemed appropriate by the District

Nothing herein shall prohibit the District from placing the employee on paid administrative leave pending investigation.

Discipline and Termination

Discipline or termination shall be subject to the grievance procedure provisions of this Handbook.

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 augment to such materials and affix his/her reply to said material.

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, at their cost, 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.

The following is a list of actions that may lead to disciplinary action, including suspension with or without pay or termination of employment, for those employees found to have committed them. The list is not intended to include all types of activity that may lead to discipline, but is intended to be suggestive of those types of actions that will result in disciplinary action being taken:

- Theft or destruction of school property or another employee's property
- Falsification of any school record or employment application

- Negligent conduct leading to personal injury or property damage
- Fighting with, threatening, or intimidating students or other school employees during school hours or on school grounds
- Possessing, using, selling, or buying any alcoholic beverage, narcotic, hallucinogenic drug, marijuana, barbiturate, amphetamine, or other intoxicant during working hours or on school premises, *during breaks or lunch periods, while attending training sessions and conferences*, or reporting to work under the influence of any of the above
- Gambling during work hours or on school property
- Smoking on school property or in school vehicles
- Possession or use of any firearm/weapon or other object that could reasonably be considered to be a dangerous weapon during working hours or on school property *in accordance with the law*
- Unauthorized or excessive tardiness or absence from work or improper use of leave provisions
- Unauthorized use of school equipment
- Insubordination such as refusal to obey a supervisor's instructions or use threatening language to supervisors in connection with instructions
- Taking excessive breaks or sleeping during work hours
- Encouraging or participating in any work slowdown or stoppage
- Immoral conduct or indecency not acceptable in a school setting
- Leaving an assigned work station without permission or without making reasonable accommodation for coverage of duties of the work situation.

Non-renewal for Teachers

Teachers employed in the District are subject to non-renewal on a statutory basis, as prescribed in §118.22, Wis. Stat. Such non-renewal shall be exclusively subject to the provisions of §118.22, Wis Stat. and is not covered by the grievance procedure in this Handbook.

Dress Code/Grooming/Conduct

The Blair-Taylor Board of Education and Superintendent have established policy pertaining to staff dress, grooming and conduct. In addition, the building principals may establish rules and regulations not inconsistent with those created by the Board and the Superintendent.

Employees are expected to dress and conduct themselves in an appropriate manner for the situation in which they are performing. At all times concern should be toward providing a good example for the young people. Dress should be as professional educators each day. The right to wear bizarre attire/dress is secondary to the responsibility of the employee in an academic setting. Inappropriate attire/dress will be addressed by the building principal when made aware of.

Drugs

The possession, use, or distribution of drugs by a teacher on school property or at school-sponsored activities is prohibited. Failure to abide by this policy will result in disciplinary action up to and including suspension or termination.

Such disciplinary action shall be done in accordance with state law and established school regulations. Violation of this policy may also result in referral to law enforcement officials for prosecution under specific state or local laws.

Alcohol and Other Drugs: It is the policy of the Blair-Taylor School District that students and employees have the right to attend school and work in an environment that is free from non-medical use of alcohol, and other mood-altering drugs and substances. These substances interfere with the learning environment of the students and the performance of students and employees.

Employees are to report to work free of the effects of mood-altering drugs. The use, possession, sale or intent to sell, transfer of drugs, drug paraphernalia (as defined by state statutes), or having illegal drugs or chemicals in a person's system in or on school property, in any school district-owned or contracted vehicle, or at school-sponsored events is prohibited.

The use or sale of alcohol in or on school property, in a district-owned or contracted vehicle or at school-sponsored events by any employee is prohibited. Employees who are found to be under the influence of illegal substances and/or alcohol in the above-mention circumstances will be subject to disciplinary procedures.

Tobacco: Smoking or the use of tobacco products by employees in school buildings, on school grounds or in school owned vehicles is prohibited. The use of tobacco products by an employee may result in disciplinary action.

Prescription Medications: When an employee is under the influence of a prescription medication or medication that contains alcohol and that employee believes that his/her behavior may be affected by such chemicals, the person should notify their administrator or supervisor to avoid any misunderstanding.

Disciplinary Procedures: Where a District employee is alleged to be in violation of this policy, the administrator shall investigate and determine the appropriate consequence(s) and possible referrals for assistance to the school attorney or to law enforcement officials. Cases involving possible suspension or dismissal will be referred to the Board of Education to ensure employee due process rights.

The possession, sale, transfer and/or manufacture of illegal drugs, drug paraphernalia (as defined by state statutes) or controlled substances on school

grounds or in school facilities or vehicles or at school-sponsored events will be grounds for immediate police involvement and disciplinary action including dismissal.

Extracurricular Duties & Schedule

Teachers who are assigned by the Administration to be mentors shall be paid a stipend of \$250 per year for such assignments.

Grievance Procedure

Policy: To provide a timely and orderly review of decisions concerning:

- a) Employee terminations; b) Employee discipline; and c) Workplace Safety.

Purpose and Applicability: This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer and appeal to the Board of Education, where appropriate. The District expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee's employment with the District.

Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment.

Definitions:

A. Definition of "Employee":

1. For purposes of discipline and termination under this grievance procedure, an employee shall be defined to include regular full-time, part-time, and limited term employees. All other individuals employed by the District, such as casual employees, temporary employees, and short-term substitutes as well as independent contractors are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.
2. For purposes of workplace safety under this grievance procedure, an employee shall be defined to include regular full-time, part-time, limited term, casual, and temporary employees. All other individuals employed by the District are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

- B. Definition of “Discipline”:** For purpose of procedure means an employment action that results in a disciplinary suspension or disciplinary demotion. “Discipline” for purposes of access to this grievance procedure does not include any written or verbal notices, warnings, reprimands, or reminders; verbal disciplines will be documented, but is not subject to the grievance procedure. The purpose of written and verbal notices, warnings, reprimands, or reminders is to alert the employee that failure to correct the behavior may result in disciplinary suspension, without pay, disciplinary termination, or disciplinary demotion.
- C. Definition of “Termination”:** For purposes of this procedure, “termination” means a separation from employment by the employer for disciplinary or quality of performance reasons. “Termination” does not include layoff, reduction in workday, furlough, non-renewal, reduction in workforce, job transfer or reassignment, or the end or completion of temporary employment, which are not subject to the grievance procedure.
- D. Definition of “Workplace Safety”:** For purposes of this procedure, “workplace safety” includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. “Workplace Safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

General Provisions:

- A. Role and Appointment of “Impartial Hearing Officer”:** For purposes of this procedure, the role of the “Impartial Hearing Officer” will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties’ respective arguments. The Impartial Hearing Officer shall be appointed by District Administrator based upon the nature of the matter in dispute.
- B. Time Limits:** Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the basis of the District’s last answer. Failure of a district representative to meet the time limits specified below shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties.
- C. Days:** The term “days” as used in this provision means calendar days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday,

Sunday, or holiday as defined in the Handbook, the time limit is the next day which is not a Saturday, Sunday, or holiday.

- D. Scheduling:** Grievance meetings and hearings will typically be held during the employee's off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.
- E. Representation:** The employee shall have the right to representation during the grievance procedure at the employee's expense.

Procedure for Grievances Concerning Employee Terminations and Employee Discipline: *The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.*

Step 1: An earnest effort shall be made to settle the matter informally between the aggrieved employee and the employee's immediate supervisor. If the grievance is not resolved informally, then it shall be reduced to writing by the employee who shall submit it to the employee's immediate supervisor within fourteen (14) days after the facts upon which the grievance is based first became known, or should have become known, to the employee.

The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

The supervisor will reply in writing to the employee within fourteen (14) days after receipt of the written grievance.

Step 2: If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the District Administrator or designee within seven (7) days after receipt of the supervisor's written answer to request a hearing before an Impartial Hearing Officer. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary.

At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating the reasons for one of four decisions:

- 1) Sustaining the discipline/termination,
 - 2) Modifying the discipline/termination,
 - 3) Denying the discipline/termination, or
 - 4) Recommending additional investigation prior to final determination.
- The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs.

In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Step 3: The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

Level of Review: The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to solely address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above questions, the **Board of Education** will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

Procedure for Grievances Concerning Employee Workplace Safety:

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

Step 1: Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her immediate supervisor of the issue or incident as soon as reasonably practicable. All workplace safety issues and incidents, no matter how insignificant the situation may appear to be, must be reported by an employee to their immediate supervisor within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.

A written report of the incident or issue, outlining the events that transpired and proposed resolution, if any, shall be submitted to the Building Principal for review and consideration within seven (7) days of the incident or issue.

Step 2: After receipt of the written report, the Building Principal or designee will conduct additional investigation, as required, and normally issue a final

report on its findings and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the persons who signed the written report as well as to the District Administrator or designee.

Step 3: The employee may appeal the findings and conclusions of the Building Principal and request the appointment of an Impartial Hearing Officer within seven (7) days after receipt of the Building Principal's report. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary.

At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating one of three outcomes: 1) Sustaining the conclusions of the Building Principal, 2) Denying the conclusions of the Building Principal and ordering additional or alternative remedial measures, or 3) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs.

In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Step 4: The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

Level of Review: The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?

4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

Job Assignments, Postings, Vacancies, Transfers & Contracts

Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or their designee.

Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall normally be posted for a minimum of five (5) days. The District retains the right to temporarily fill vacant positions during the posting and selection period. Vacancies will typically be posted, at a minimum, in the School District Office and may be posted on the Wisconsin.gov website and elsewhere. The District retains the right to determine whether and when a vacancy or new position should be filled, and whether and when to recruit outside applicants.

Process for Filling Vacancies: An employee who applies in writing for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based on the job description and on any other qualifications that are deemed appropriate by the District. The term “applicant” refers to both internal and external candidates. The District retains the right to determine the job descriptions and assignments needed for any vacant positions.

Involuntary Transfers: When the District determines that an involuntary transfer of an employee is appropriate, the District will transfer an employee at its discretion.

Extended Contracts: Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated at the regular teacher rate of pay for each of the extended contract days. Days may be scheduled in full or partial day increments.

Contract Breakage: If an instructor breaks a contract after the official start of the school, which is July 1, the Blair-Taylor School District will be reimbursed \$1,000. All cost and fees for collection will be the responsibility of the instructor.

Newly signed (first year) **INSTRUCTORS to Blair-Taylor** will pay a contract breakage fee of \$2,000 after July 1. Any cost and fees for collection will be in addition to the \$2,000 fee.

Job Reduction in Force, Positions & Hours

Selection for Reduction in Force: The District retains the right to lay off employees, in whole or in part, and to retain those educators who are the most

qualified to perform the available work, regardless of their previous length of employment.

The needs of the District shall be the prime consideration used in the District's determination of which employees shall be laid off. The rehiring of employees that have been laid off shall be determined by the District based on its need for the most qualified person to perform the available work.

Notice of Non-Renewal: The District will provide notice of non-renewal in accordance with the timelines set forth in Wis. Stat. 118.22, Wis. Stats. The non-renewal notice shall specify the effective date of the non-renewal, the right to a private conference under Wis. Stat. 118.22, Wis. Stats and will refer the employee to the Reduction in Force provision in this Handbook.

Benefits During Layoff: Employees who are laid off shall remain eligible for inclusion in all of the District's group insurance programs at the employee's own expense for the period of time provided by COBRA.

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

Employees on full layoff shall retain the same amount of sick leave as he/she has accrued as of the date he/she was laid off.

Nepotism

Purpose: This policy was established to ensure compliance with Equal Employment Opportunity guidelines and to preserve and promote non-discrimination regarding hiring, promotion, and employment practices.

Policy: The school board regulates the reporting relationships of individuals who are related by blood or marriage in order to avoid the appearance of conflict of interest, influence, or favoritism.

Eligibility: This policy applies to all District employees.

Definitions: "Relative is defined as any of the following including those by virtue of blood, marriage, or remarriage: spouse, children, parent, grandparents, siblings, aunts, uncles, nieces, nephews, and cousins.

Guidelines:

- A. Individuals who are related may be employed by the district if found to be the most highly qualified applicant.
- B. An individual outside of the District will be used in reporting relationships when an employee works under the immediate supervision of a relative or in any position for which a relative could participate in the decision to employ, promote, recommend or approve salary adjustments, or terminate employment of that employee.

Personnel Files

Each teacher shall have the right, to review the contents of said teacher's official personnel files in the District office twice in a calendar year. A representative of the teacher request, may inspect the records in accordance with Wis. Stat. § 103.13 . Such requests shall be honored within seven (7) working days. Records will be made available for viewing during the normal working day.

Official employment records of each employee will be kept by the District Administrator's office. These records may include qualifications for employment, notices of layoff or promotion, evaluations, , disciplinary records, payroll and benefit information, and other employee information in accordance with the law.

Personnel Record Correction: If an employee disagrees with any information contained in his/her personnel records, d, the employee may submit a written statement explaining his/her position. The Superintendent will attach the employee's statement to the disputed portion of the record.

Exceptions: The right of an employee or the employee's designated representative to inspect his or her personnel records does not apply to:

- A. Records relating to the investigation of possibly criminal offenses committed by the employee.
- B. Letters of reference for the employee.
- C. Any portion of a test document, except that the employee may see a cumulative total test score for either section of a test document or for the entire test document.
- D. Materials used by the employer for staff management planning, including judgments or recommendations concerning future salary increases.
- E. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- F. Records relevant to any other pending claim between the employee and the district which may be discovered in a judicial proceeding.

Copies of Records The employee may request a copy of all or part of their record. If requested, the page or pages will be copied for the employee at a cost of .10 per copy.

Physical Examinations

- A. All employees shall be required to have a physical examination and tuberculin test or chest x-ray upon entering employment according to section 118.25(2)(A)(B)(C) and 143.17(2) of the Wisconsin Statutes.

- B. The School District will pay the cost of the exam including a tuberculosis test and chest x-ray, if needed, upon request of the physical certificate from the examining physician.
- C. Employees of the Blair-Taylor School District who react to the tuberculin test are required to have chest x-rays annually before school starts. All other employees are required to have a physical exam and a chest x-ray or tuberculin test once every five years.
- D. If an employee is suspected to have a medical condition that could impair his/her ability to perform his/her job or could present a potentially unsafe condition for students or other staff, the employee may be required to undergo medical or psychological testing to ensure that a safe condition exists.

Professional Compensation

Salary Schedule:

The basic salaries of employees covered in this Handbook are set forth in the **Appendix A**.

- A. Part-time employees will receive a salary set forth in a percentage equal to the amount of their employment.
- B. The salary schedule is based upon the regular school calendar.
- C. The employee's pro-rata daily rate and pro-rata hourly rate shall be determined by:
 - 1. The employee's scheduled annual salary divided by the number of contracted days. Extended contract days are not used in this calculation.
 - 2. The pro-rata daily rate divided by 8 hours per day equals the pro-rata hourly rate.

Initial Salary Schedule: Upon initial employment in the Blair-Taylor School District, the Board of Education, at its own discretion, will place new employees within a salary range. Total base wages shall be negotiated by law.

Educational Lane Adjustments: Accreditation: Only 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, will be eligible for movement across the salary schedule.

Prior Approval: All credits intended to be used for salary scheduled lane movement shall be approved by the District Administrator in advance of enrollment in the course.

1. If a change in status comes about after a contract has been executed, the teacher shall present evidence by September 1 or February 1 of successful completion of the courses at issue and the teacher's contract shall be adjusted to the appropriate level on the salary schedule in the first payroll after September 10 or after February 25.

National 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 receive a **\$500** stipend each year the Certification is maintained.

Curriculum Work: Teachers assigned curriculum work outside of the regular work day or work year shall be paid \$20.00 per hour. Teachers assigned teaching responsibilities outside of the regular work day or work year shall be paid \$20.00 per hour.

Extracurricular Positions: Teacher's assigned to extra-curricular positions as listed in **Appendix B** shall be issued separate contracts for such duties. Extra-curricular contracts shall be issued on a year-to-year basis at the discretion of the Board. Teachers may resign from extra-curricular duties at the end of the season.

Contracts for fall sports shall be issued at the February Board meeting in the preceding school year. Contracts for winter sports and for full-year positions shall be issued at the May Board meeting in the preceding school year. Contracts for the spring and summer sports shall be issued at the September Board meeting for the current school year.

In the event the District determines that an insufficient number of participants are signed up for an extracurricular activity, the Board shall have the flexibility to cancel the activity by providing the teacher with five (5) days' written notice of the cancellation of the activity. The teacher shall be give a pro-rata share of his/her extracurricular compensation based on the portion of the activity's season which was completed as of the effective date of the notice. In the event the District resumes the extracurricular activity in a subsequent year, the laid off teacher shall be offered the assignment.

Use of Vehicles: Teachers who are required to drive their personal vehicles on school district business shall be reimbursed at the Federal rate per mile. No mileage shall be paid for the use of personal vehicles in those instances when a school vehicle was available. Personal vehicle use will require **prior** approval from the central office. Failure to seek prior approval will result in no reimbursed mileage paid.

School Calendar

The school calendar shall be discussed with the leadership teams from both buildings. The School Board shall approve the final calendar.

The professional staff contracts will be 190 days during which the teacher will actually be on duty. One hundred eighty (180) of the days shall be "face to face" days. In addition to the 190 days, teachers may be assigned up to the equivalent of

two (2) days, **at curriculum pay rate**, for curriculum work. Such days shall be established as six (6) hour days and may be assigned during the school year or within two (2) weeks before or after the regular school year.

Staff Development

Expenses for conferences, clinics, or workshops will be reimbursed providing prior approval is obtained from the Superintendent. Expenses will be for mileage (unless a school vehicle is available), registration fees, meals, and lodging (if necessary). The meal allowance will be in accordance with Board policy.

Teacher Supervision and Evaluation

General Provisions

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

WORKPLACE ENVIRONMENT

Workplace Safety

Workplace safety is the responsibility of ALL employees. Report all accidents which result in injury, no matter how minor, to the District Office and complete any report requested. Workplace injuries and safety incidents should be reported as soon as practicable and in all cases within 24-hours of the injury or incident. In the event you feel that you or someone else has been the victim of bullying, harassment or sexual harassment, or any form of discriminatory or retaliatory conduct, as defined by District policies, please document your observations using appropriate forms and notify the District Office or a Board of Education member immediately.

Student Discipline & Teacher Protection

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom according to School Board Policy. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel only when the statute necessitates it.

In the event a teacher is injured on the job, and as a result of said injury receives Worker's Compensation disability pay, he/she shall be permitted to apply his/her accumulated sick leave so as to suffer no loss of wages during that period of time he/she is receiving disability paychecks. The District agrees to pay the difference between the disability paycheck and the employee's regular salary until such time as the employee exhausts his/her accumulated sick leave.

Workmen's Compensation

All employees are covered by Worker's Compensation Insurance. In case of a work related injury covered by Worker's Compensation Law, the employee must immediately contact or cause to be contacted, the principal of the school in which

he/she is employed or the district office. Appropriate accident report forms must be completed immediately following any accident.

Workplace Protections

Non-Discrimination, Harassment, Bullying & Retaliation

NON-DISCRIMINATION POLICY

It is the policy of the School District of Blair-Taylor to maintain a school environment that is free from discrimination, harassment and retaliation. Federal and state law prohibits discrimination and harassment based on any legally-protected class status including, but not limited to, sex, sexual orientation, age, race, color, national origin, religion, disability, marital status, ancestry, genetic testing, or membership in any reserve component of the military. The District's non-discrimination policy covers educational programs, activities and employment.

It is the intent of the School District of Blair-Taylor to comply with both the letter and spirit of the law in making certain discrimination does not exist in its policies, regulations, and operations. Grievance procedures for Title IX and Section 504 and §.118.13 and Wisconsin Statute §111.32 have been established for students, their parents, and employees who feel that discrimination has been shown by the School District. They include the following:

HARASSMENT

I. Statement of Philosophy

The School District of Blair-Taylor is committed to creating and maintaining a learning environment where all individuals are treated with respect and dignity.

Accordingly, the Board prohibits students, employees and persons engaged in the operation of any and all District programs and activities from engaging in any behavior which constitutes any form of harassment. Harassment and acts of discrimination can include: 1) Unsolicited and repeated derogatory epithets, derogatory statements or gestures made to a person because of his/her protected status; 2) Any attempt to penalize or punish a person because of his/her protected status, and 3) Creating an offensive and hostile school environment because of his/her protected status.

Any employee or student, who is alleged to have engaged in harassment or other forms of discrimination, will be subject to an investigation by Administration. If an *employee* is found to be responsible for harassment or other discriminatory conduct, appropriate disciplinary action, up to and including termination from employment, will be taken.

II. Bullying as Harassment

Bullying includes aggressive or hostile behavior that is intentional and involves an imbalance of power between the bully and the bullied. It is typically repeated over time. Bullying takes many forms, including, but not limited to, physical or verbal assaults, nonverbal or emotional threats or intimidation, social exclusion and isolation, extortion, and the use of a computer or telecommunications to send embarrassing, slanderous, threatening, or intimidating messages. t. Bullying can also include y teasing, put-downs, name-calling, cruel rumors, false accusations, and hazing. Any teacher who is a witness to bullying, or receives notice of such behavior, should immediately report the incident(s) to the building principal.

III. Retaliation

Retaliation for objecting to harassment or other discriminatory acts, or for reporting issues of harassment or other forms of discrimination, or for assisting in an investigation of a complaint, will not be tolerated by the District. If the offender is an employee, the offender will be subject to discipline, up to and including discharge from employment.

IV. Confidentiality

Confidentiality will be maintained throughout the entire investigation process to the extent practicable and appropriate under the circumstances to protect the privacy of persons involved.

V. Individuals Covered by the Policy

VI. Informal Complaint Procedures

Depending on the circumstances and the severity of the behavior, a student who believes she or he is being harassed by a fellow student may elect to pursue an informal resolution to the matter. The District encourages individuals who believe they are being harassed to notify the student offender firmly and promptly that his or her behavior is unwelcome. In the case of employee-student harassment, however, power and status disparities between the alleged harasser and the target of harassment make such a confrontation unwise. All cases of employee-student harassment therefore should be resolved according to the formal complaint procedures described in Section VII.

A. Limits on Informal Procedures

1. Assaults. The informal procedures described herein or designed to supplement or provide an alternative to formal complaint procedures. Informal resolution is never appropriate in cases of assault. A student-victim of assault, including any kind of touching, should report the alleged incident immediately to a school official or teacher of the student's choosing. Students should not resort to self-help for protection from future assaults
2. Limited Remedies. While dealing informally with a problem of harassment may resolve the matter more expeditiously and without as much publicity, a formal grievance procedure must be followed in order for a school to impose any kind of discipline on the offender.

B. Suggested Informal Procedures

1. Make it clear to the harasser that you don't want him or her to do those things. If you don't want to confront the person, write a letter.
2. Tell someone you trust, like a parent, teacher, or counselor, about the harassment.
3. Keep any notes or pictures the harasser sends you. Keep a record of when and where each incident occurs. This information will be useful if you report the harassment to a school administrator, or if you decide to take legal action.

4. If the harassment continues, notify a principal or administrator.

VII. Description of the Formal Complaint Procedures

A. Form of complaint. Complaints of harassment will be accepted in writing or orally. Anonymous complaints will NOT be accepted. Complaint forms are available in the District main office, principal's or the guidance counselor's office. A complaint should if possible be made on an official form in order for the school to accept it.

B. Reporting the complaint. A student who believes she or he has been harassed or is being harassed may report the alleged harassing behavior to any teacher or administrator. Such a complainant is obligated to report the incident in writing to the principal (if the principal is the harasser, give report to district superintendent) within twenty-four (24) hours.

C. Content of complaint. Any individual who believes she or he is being harassed or has been harassed in violation of this policy should file a complaint report including the following information, if known to the complainant: the name of the complainant, a brief description of the offending behavior, including times, places, and the name of or identifying information about the alleged perpetrator, and the names or description of any witnesses to the harassment. (Report Forms are available in the District, principal's or guidance office)

D. Processing of complaints. The Principal is responsible for overseeing the processing of harassment complaints. Specifically, the principal shall schedule and complete a discussion of the allegations with the complainant within five (5) school days after receiving the complaint or third-party report of alleged harassment. The principal shall conduct an investigation of the charges and attempt to resolve the matter in a timely fashion.

1. **Investigator.** After receiving a completed sexual harassment complaint form, the Principal shall conduct, or appoint someone to conduct, an investigation of the complaint.
2. **Timing.** Within 30 days of receiving the complaint, the principal shall make a finding of whether harassment occurred. If the complaint cannot be resolved within that time, the Principal must notify the superintendent, who shall take over the investigation.
3. **Objectivity.** The complainant is entitled to an investigation. Thus, if the persons charged with overseeing or investigating harassment complaints are implicated in the complaint, or have any personal or professional stake in the process that would cause a conflict of interest, the superintendent shall conduct the investigation and make findings or shall designate someone impartial to do so.
4. **Hearing procedures.** The following procedures may be followed at hearings about harassment complaints: (1) the alleged victim and alleged offender are both entitled to be present at the hearing, and to bring a representative, who might be a lawyer, parent, teacher, or friend; (2) the alleged victim and alleged offender both will be expected to speak on their own behalf; and (3) the alleged victim and alleged offender are both entitled to testify or present other evidence relevant to the allegations.

5. **Standard of proof.** In determining whether alleged conduct constitutes harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. Allegations of harassment will be evaluated using a preponderance of the evidence standard-that is, before imposing any sanctions the principal or his designee must conclude that it is more likely than not that the harassment occurred.
6. **Notice of outcome.** Within five (5) days of reaching a decision, the Principal or his or her designee shall notify the parents of any students involved, the parties to the proceeding, and, in the case of teacher-student harassment, the employee, of his or her findings about whether or not harassment occurred.
7. **Appeals.** A student or employee who is dissatisfied with the investigation or resolution of an allegation of sexual harassment may appeal in writing to the Principal within ten (10) days of receiving written notice of the outcome of the investigation.

VIII. Duty to Report

Any employee who receives any information from any source concerning harassment or other forms of discrimination relating to the school environment, whether it occurs on or off the job, is required to report such information immediately to the Principal or designated investigator.

IX. Sanctions

Individuals found to have engaged in harassment shall be disciplined appropriately, which may include employee discharge or student suspension/expulsion. Appropriate sanctions will be determined by the Blair-Taylor Board of Education in accordance with the provisions of applicable statutes, collective bargaining agreements, employment contracts, District policies and student discipline codes.

X. Non-Exclusivity

The internal procedures and remedies outlined in this policy are not the only options available to a complainant. Participation in the School's procedure is not a prerequisite to pursuing other legal or governmental remedies. In other words, a complainant may use the school's grievance procedure and then, whether she or he obtains a satisfactory finding or not, may file a suit in court under any applicable federal, state, or local law. She or he also may forego the internal procedure and directly pursue legal or administrative remedies, or may pursue both internal and external remedies simultaneously.

XI. Intent

The fact that someone did not intend to harass an individual is generally not considered a defense to a complaint of harassment. In most cases, the effects and characteristics of the behavior determine if that behavior constitutes harassment.

XII. Retaliation

Retaliatory or intimidating conduct against any individual who has made a harassment complaint or who has testified or assisted in any manner in an investigation are specifically prohibited and shall provide grounds for a separate harassment complaint.

The initiation of a complaint of harassment will not reflect negatively on the student who initiates the complaint nor will it affect the student's academic standing, rights, or privileges.

XIII. Dissemination of Policy

This policy will be available to employees, students, administrators, independent contractors, volunteers, parents, and anyone else connected with the School District of Blair-Taylor upon request from any administrative office in the district.

BULLYING

Introduction

The Blair-Taylor School District strives to provide a safe, secure and respectful learning environment for all students in school buildings, on school grounds, and school buses and at school-sponsored activities. Bullying has a harmful social, physical, psychological and academic impact on bullies, victims and bystanders. The school district consistently and vigorously addresses bullying so that there is no disruption to the learning environment and learning process.

Definition

Bullying is deliberate or intentional behavior using words or actions, intended to cause fear, intimidation or harm. Bullying may be repeated behavior and involves an imbalance of power. The behavior may be motivated by an actual or perceived distinguishing characteristic, such as, but not limited to: age; national origin; race; ethnicity; religion; gender; gender identity; sexual orientation; physical attributes; physical or mental ability or disability; and social, economic or family status.

Bullying behavior can be:

1. Physical (e.g. assault, hitting or punching, kicking, theft, threatening behavior)
2. Verbal (e.g. threatening or intimidating language, teasing or name-calling, racist remarks)
3. Indirect (e.g. spreading cruel rumors, intimidation through gestures, social exclusion and sending insulting messages or pictures by mobile phone or using the internet – also known as cyber bullying)

Bullying behavior is prohibited in all schools, buildings, property and educational environments, including any property or vehicle owned, leased or used by the school district. This includes public transportation regularly used by students to go to and from school. Educational environments include, but are not limited to, every activity under school supervision.

Procedure for Reporting/Retaliation

All school staff members and school officials who observe or become aware of acts of bullying are required to report these acts to the building principal.

Any other person, including a student who is either a victim of the bullying or is aware of the bullying or any other concerned individual is encouraged to report the conduct to the building principal.

Reports of bullying may be made verbally or in writing and may be made confidentially. All such reports, whether verbal or in writing, will be taken seriously and a clear account of the incident is to be documented. A written record of the report, including all pertinent details, will be made by the recipient of the report.

The school official receiving a report of bullying shall immediately notify the school district employee assigned to investigate the report. The following school district employees have been identified as the investigator:

- Building Principal
- Superintendent

There shall be no retaliation against individuals making such reports. Individuals engaging in retaliatory behavior will be subject to disciplinary action.

Procedure for investigating reports of bullying

The person assigned by the district to conduct an investigation of the bullying report shall, within one school day, interview the person(s) who are the victim(s) of the bullying and collect whatever other information is necessary to determine the facts and the seriousness of the report.

Parents and/or guardians of each pupil involved in the bullying will be notified prior to the conclusion of the investigation. The district shall maintain the confidentiality of the report and any related pupil records to the extent required by law.

Sanctions and supports

If it is determined that students participated in bullying behavior or retaliated against anyone due to the reporting of bullying behavior, the school district administration and school board may take disciplinary action, including: suspension, expulsion and/or referral to law enforcement officials for possible legal action as appropriate. Pupil services staff will provide support for the identified victim(s).

Disclosure and Public Reporting

The policy will be distributed annually to all students enrolled in the school district, their parents and/or guardians and employees. It will also be distributed to organizations in the community having cooperative agreements with the schools. The school district will also provide a copy of the policy to any person who requests it.

Records will be maintained on the number and types of reports made, and sanctions imposed for incidents found to be in violation of the bullying policy.

An annual summary report shall be prepared and presented to the school board, which includes trends in bullying behavior and recommendations on how to further reduce bullying behavior. The annual report will be available to the public.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

The Teacher Handbook which I have been provided contains important information about the School District of Blair-Taylor. I understand that I should consult with the District office regarding any questions not answered in the Handbook.

I understand that the information, policies, and benefits described herein are subject to change at any time and supersede all previous handbooks and any personnel policies. I acknowledge that the terms in this Employee Handbook may be altered, modified, changed, or eliminated by the Board of Education at any time, with or without prior notice, upon a majority vote by the Board of Education. I am informed that changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I acknowledge that only the Board of Education has the authority to adopt revisions to the policies in this Handbook.

Furthermore, I understand that this Handbook is **NOT** a contract of employment or a legally-binding agreement, expressed or implied. The Employee Handbook and all provisions contained herein DO NOT establish conditions of employment and are **NOT** a guarantee of employment. I have had the opportunity to read the Handbook, and I understand that I may ask the District office any questions I might have concerning the Handbook. I agree to conform with the terms and provisions contained in the Handbook, as well as all other Board of Education policies, State and Federal laws,

I have received a copy of the Employee Handbook of the School District of Blair-Taylor on the date listed below. I understand that I am expected to read the entire Handbook. Additionally, I will sign a copy of this Acknowledgment of Receipt, print a copy for myself, and return the original copy to the District office within one week after receiving the Handbook. I understand that this form will be retained in my personnel file. After employment ceases in the district, the District will maintain this record pursuant to the records retention schedule for no less than seven years.

_____ Signature of Employee	_____ Date
_____ Employee's Name-Printed	_____ Date
_____ District Administrator	_____ Date