

**Employee Handbook**  
**Port Edwards School District**

2019 - 2020

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## **WELCOME**

Dear Staff:

Our school community has much to be proud of with the many accomplishments of the students at all grade levels. In 2017, John Edwards High School was named to the US News and World Report list of top schools earning a silver rating. Additionally, our students consistently perform well in tests such as the ACT.

Port Edwards School District offers our students the ability to grow as an individual in our community. At Port Edwards Elementary School, students learn the core values of Respect and Responsibility. At John Edwards Middle/High School, students and staff work to live by and uphold the 5 R's: Respect, Responsibility, Relationships, Reflect, and Resolve. Using these sets of principles, along with Responsive Classroom and Restorative Practices, we strive for a learning environment that is safe and focused on education.

While John Edwards Middle/High School is a beautiful historic school building, don't let the age fool you, we strive to expose our students to the future. As part of our high school program, we have implemented a 1:1 technology program in which each student is issued an individual device such as a laptop or Chromebook. We also offer a full complement of college and career readiness courses from Advanced Placement offerings to dual credit courses with Mid-State Technical College. Students are also given a range of opportunities to take numerous science, social studies, math, foreign language, music, and art offerings.

Port Edwards Elementary School is an open concept school that has unique architectural design elements. Elementary school students have opportunities such as the Young Authors Program that regularly showcases the creative work of our students in the area of writing. Further, students can take advantage of the Morning Reading Program each day of the school year.

Port Edwards School District works each day to meet the District's mission:

“Improving America's future...one student at a time.” With our variety of student activities, dedicated staff, close connection to the community; students have a great place to learn with great opportunities.

This Handbook serves as a guide for employees of the Port Edwards School District. Please take the time to read the Handbook carefully and become familiar with its contents. We encourage all employees who have a question about a particular provision of the Handbook to discuss the matter with their immediate supervisor, or if necessary, the Administrator.

Sincerely,

Kyle Cronan  
District Administrator

## **CHAPTER 1 – ADMINISTRATION**

### **Section 1.1 – Policy Governance Statement**

The Port Edwards Board of Education (the “Board”) governs the Port Edwards School District (the “District”) solely through its policies, which are divided into the following sets:

- A. Policies that set goals and expectations for the District;
- B. The Board delegates to the District Administrator broad authority to manage the District within its policies;
- C. The Board – District Administrator relations policies define how the Board interacts with the District Administrator.

In addition, the Board sets policies regarding its own function through its Governance Process and Operating Procedures Policies. This Employee Handbook is approved by the School Board, in compliance with these Policies. The daily operations of the School District are under the authority of the District’s Administration.

### **Section 1.2 – Management Rights**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of Wisconsin and of the United States, including without limiting the generality of the foregoing, the right:

- A. To the management administrative control of the school system and its properties and facilities, and the school-related activities of its employees;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, their dismissal or discipline (i.e., the Board may withhold any increase with salary when the quality of service rendered does not justify such an advance), and to promote and transfer all such employees;
- C. To establish grades and courses and instruction, including special programs, and to provide for athletic recreational, and social events for students, all as deemed necessary or advisable by the Board and pursuant to the authority vested in the District’s Administration;

- D. To make final decisions upon the means and methods of instruction, the selection of text books and other teaching materials, and the use of teaching aids of every kind and nature pursuant to the authority vested in the District's Administration; and
- E. To determine the school calendar, the class schedules, the hours of instruction, the duties, responsibilities, and assignments of all professional staff members, and other employees with respect thereto, non-teaching activities, the terms and conditions of employment, the provisions of this Handbook, and to set policies for the various services pursuant to the authority vested in the District's Administration.

Nothing contained herein shall be considered to deny or restrict the School Board of its rights, responsibilities, and authority under the laws of the State of Wisconsin or any other national, state, county, district or local laws or regulations as they pertain to education.

### **Section 1.3 – Administration**

The District Administrator shall be responsible for ensuring the efficient and effective implementation and the administration of, not only the policies and procedures outlined in this Handbook, but implementation of the policies and resolutions as adopted by the Board. The District Administrator may delegate such function as deemed necessary for the effective and efficient implementation of the system. The District Administrator and their delegate shall develop administration procedures to implement the policies and procedures of and within this Handbook.

## **CHAPTER 2 – EMPLOYEE STATUS**

This Employee Handbook is intended to provide information for full-time teachers, part-time teachers, full-time support staff, and part-time support staff employed by the District. For specific definitions of each position, please contact the District.

Generally, employees will be defined by terms similar to the following:

- A. Full-Time Teachers. Full-time teachers are defined as persons hired under a contract pursuant to Wis. Stat. § 118.22.
- B. Part-Time Teachers. Teachers working less than a full daily schedule.
- C. Substitute Teachers. Will be subject to the Port Edwards School District Policy No. 4120.04.
- D. Full-Time Twelve (12) Month Support Staff. Employees who are regularly scheduled to work more than thirty (30) hours per week on a twelve-month basis.
- E. Full-Time Eleven (11) Month Support Staff. Employees who are regularly scheduled to work at least thirty (30) hours per week for eleven months per calendar year.
- F. Full-Time School Year Support Staff. Employees who are regularly scheduled to work at least thirty (30) hours per week during the school year.
- G. Part-Time Twelve (12) Month Support Staff. Employees who are regularly scheduled to work fewer than thirty (30) hours per week on a twelve-month basis. These employees are not eligible for benefits or paid time off except as otherwise stated in this Handbook.
- H. Part-Time School Year Support Staff. Employees who are regularly scheduled to work fewer than thirty (30) hours per week during the school year. This includes employees who work extended contracts beyond the academic school term. These employees are not eligible for employee benefits or time off except as otherwise stated in this Handbook.

## **CHAPTER 3 – EMPLOYMENT POLICIES**

### **Section 3.1 – Equal Opportunity**

The District provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, genetic information, citizenship, status as a Vietnam-era special disabled veteran, or other veteran who served on active duty during a war, campaign or expedition for which a campaign badge has been authorized in accordance with applicable federal laws. In addition, the District complies with the applicable state and local laws governing non-discrimination in employment in every location in which the District has facilities and employees. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training.

The District has adopted a policy, which does not tolerate employee harassment. As such, the District expressly prohibits any form of employee harassment based upon race, color, religion, sex, national origin, age, disability, genetic information, citizenship, status as a Vietnam-era special disabled or other covered veteran, or status in any group protected by state or local law. Improper interference with the ability of the District's employees to perform expected job duties is not tolerated.

For more information, please refer to Port Edwards School District Policy No. 1422, 3122, 3122.02, 3123, 4122, 4123, and 4122.02.

### **Section 3.2 – Reasonable Accommodation**

It is the District's policy to comply with applicable laws providing for non-discrimination in employment against individuals with disabilities. An employee who believes that they have a disability and may require an accommodation must contact District Administration.

For more information, please refer to Port Edwards School District Policy No. 1422.

### **Section 3.3 – Employee Privacy Policy**

The District is sensitive to the need of protecting the personal and private information of applicants and employees. It is our policy to ensure that unauthorized individuals do not have access to such information. Employees are asked to provide personal data at hiring, and throughout their employment, for the purpose of compensation, fringe benefits, and other human-resource-related tasks. When such data is requested, or as soon as possible thereafter, the District will notify its employees about the purposes for which such data was collected and used. Employees wishing to have personal data released, such as for employment confirmation on a loan application, should provide a written release to the party releasing the information that will allow such information to be released. Employees should also inform the District Office about any third parties who may access their personal data.

The District will not provide personal data to any other third party or use personal data for any purpose than that for which the data was originally collected without prior written consent from the employee. Exceptions are to provide compensation or fringe benefits, or to satisfy government reporting requirements.

### **Section 3.4 – Code of Ethics Statement**

Integrity is expected and required of every employee. Integrity is an essential element of every transaction with other employees, District representatives, suppliers, and students. Integrity is equally important in the accuracy of our public relations, in the recording of our business transactions, and the performance of our services.

The District is committed to conducting its business affairs in accordance with the law and in the highest ethical standards at all times. The reputation we enjoy is determined by the example set by administration and the character and good judgment of each employee and District representative. All employees and District representatives are expected to conduct themselves in the highest ethical manner.

- A. Employees and District representatives are to treat others with respect without regard for race, gender, color, religion, national origin, age, disability, sexual orientation, or marital status;
- B. Employees and District representatives are to perform their duties with honesty and integrity;
- C. Employees and District representatives are to exercise independent judgement free from any outside influence;
- D. Employees and District representatives are to do their utmost to comply with all applicable laws and regulations of federal, state, and local governments;
- E. Employees and District representatives are encouraged to promptly report any discriminatory behavior, sexual harassment, or illegal activities, or other violations of this code;
- F. Administration will take reasonable measures to protect the reporting employee from any retaliatory, harassing, or abusing behavior; and
- G. Administration at all levels is responsible for adherence to these principles and will vigorously pursue all appropriate remedies where these principles are violated.

If you become aware of any violation of this code or are uncertain as to the appropriate action that should be taken, we encourage you to promptly report such situation to your supervisor or the District Administrator.

For more information, please refer to Port Edwards School District Policy No. 3210, 4210, and 0144.2.

### **Section 3.5 – Employee Evaluations**

The Port Edwards School District will adhere to state mandates and standards regarding teacher and staff evaluations.

Teachers. Each teacher will undergo a formal evaluation by the District Administrator no less than once every three years of employment. The District Administrator may elect, at their discretion, to perform a formal evaluation more frequently. Teacher evaluations will be based on criteria determined by the District Administrator and Policy No. 3220. The Port Edwards School District will use the State Educators Effectiveness System through the Department of Public Instruction (DPI) and may add additional criteria to reflect the needs and expectations of the Port Edwards School District.

Support Staff. Each support staff will undergo a formal evaluation by the District Administrator every other year of employment. The District Administrator may elect, at their discretion, to perform a formal evaluation more frequently. Support staff evaluations may be based upon criteria determined by the District Administrator and Port Edwards Policy No. 4220. The Port Edwards School District may add additional criteria to reflect the needs and expectations of the School District.

### **Section 3.6 – Personnel Files**

Evaluations shall be furnished to any employee upon their request. Personnel files shall be available to employees in accordance with Wis. Stat. § 103.13(2). Personnel files may be subject to the Public Record provisions of the Wisconsin State Statutes.

### **Section 3.7 – Personal Appearance and Dress Code**

Employees are expected to present to work in a neat, well-groomed, and professional manner. They must wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire that is disruptive, inappropriate, or which adversely affects the educational environment.

### **Section 3.8 – Sexual and Other Unlawful Harassing Conduct**

It is the District's policy that employees and others acting on the District's behalf are entitled to respectful treatment in the workplace. Being respected means being treated honestly and professionally, with unique talents and perspectives valued. A respectful workplace is about more than compliance with the law. It is a working environment that is free of inappropriate behavior of all kinds. Each of us should understand that incidents of harassment and inappropriate behavior will not be tolerated by the District.

With respect to harassment, the District prohibits the following:

Harassing Conduct. Harassment is unwelcome conduct toward an individual because of his or her race, color, sex, age, sexual orientation, religion, national origin, disability, or any other legally protected status, when the conduct creates an intimidating, hostile, or offensive work environment that causes work performance to suffer or negatively affect job opportunities. Examples of harassment that violate the law and will violate this policy include:

- Oral or written communications that contain offensive name-calling, jokes, slurs, negative stereotyping, or threats. This includes comments or jokes that are distasteful or are targeted at individuals or groups based on race, color, sex, sexual orientation, religion, national origin, disability, or any other legally protected status;
- Non-verbal conduct, such as staring, leering, and giving inappropriate gifts;
- Physical conduct, such as assault or unwanted touching;
- Visual images such as derogatory pictures, cartoons, drawings or gestures. Such prohibited images include those in hard copy or electronic form and;
- Cyberbullying, as defined in Port Edwards School District Policy No. 5517.01.

Sexual Harassment. Sexual harassment means unwelcome sexual advances, unwelcome requests for sexual favors, unwelcome physical contact of a sexual nature, or unwelcome verbal or physical conduct of a sexual nature. Sexual harassment includes conduct directed by a person at another person of the same or opposite gender. Unwelcome verbal or physical contact of a sexual nature includes, but is not limited to, the deliberate, repeated making of unsolicited gestures or comments of a sexual nature; the deliberate, repeated display of offensively graphic materials that is not necessary for business purposes; or deliberate or physical conduct of a sexual nature, whether or not repeated, that is sufficiently severe to interfere substantially with an employees work performance or create an intimidating, hostile, or offensive work environment.

How to Report a Violation. **Do not assume that the District is aware of the problem. If you experience or witness harassment in the workplace, report it immediately to your supervisor or the District Administrator.** If the supervisor or District Administrator is not available or you believe it would be inappropriate to contact that person, you should immediately contact another member of administration. You can raise concerns and make reports without fear of reprisal or retaliation.

Investigation and Response. If you report a complaint of harassment or inappropriate behavior, we will investigate your concerns. Whether it has been a violation of policy, we will take appropriate action to try to avoid future violations. In appropriate cases, disciplinary action (up to and including termination) will be taken against those violating the Anti-Harassment Policy. We will inform the parties about the status of reviewing their complaint. To respect the privacy and confidentiality to all individuals involved, we may not share specific details of the discipline or other action taken.

Inappropriate Behavior. The District’s goal is to have a work environment where all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if it does not rise to the level of “harassment,” interferes with that goal and will not be tolerated. The District reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended.

Administration Responsibility. Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the District Administrator or any member of administration so it can be investigated in a timely and confidential manner.

Application. This policy applies to all employees and anyone else doing business for or with the District. This includes vendors, suppliers, and contractors.

Retaliation Prohibited. The District prohibits any form of retaliation against an employee for reporting a violation of this policy, filing a complaint under this policy, or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or discrimination, the District determines that the complaint is frivolous and was not made in good-faith or that the employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave false information up to an including an unpaid suspension or termination.

### **Section 3.9 - Vacancies, Transfers, and Reassignments**

All new or vacant reassignments shall be posted in a conspicuous place and posted externally. Such postings shall contain the qualifications for the assignment. The internal applicants who apply and are qualified may be granted in interview.

Appointment and promotion to positions in the District shall be based upon merit, qualifications, and the needs of the District. The District shall endeavor to fill job vacancies and new positions by promotion with highly qualified employees with successful job performance histories from the organization when possible or deemed appropriate.

A reasonable attempt will be made to notify teachers of class assignments by the end of each year.

### **Section 3.10 – Acceptable Internet Use**

The Port Edwards School District expects that staff will use the internet system and e-mail system in a responsible matter. Accordingly, the District has established procedures for the use of the internet system and e-mail system along with rules governing staffs use in accessing the systems. Staff must realize that the use of this electronic information resource is a privilege, not a right. Violations of the procedures or rules will result in appropriate disciplinary action, up to and including written reprimand, suspension without pay, and possible termination.

If a staff member damages their school-authorized laptop and the school's insurance for laptops denies coverage, the cost of repairs will be at the staff member's expense.

Procedures for Use:

- A. The District provides staff with access to the internet for the purpose of fulfilling the District's mission of learning and public service operations. Uses are to be related to the programs or operations of the District.
- B. District e-mail accounts are owned by the District and are therefore not private. The District retains the right to review, audit, intercept, access, and disclose all messages created, received or sent over the electronic mail systems as necessary and as may be required by law.

Staff members are expected to check their school e-mail accounts at least two times daily, during non-instruction times, or if the school office instructs them to check their e-mail due to emergency or a situation staff needs to be informed about.

Rules

- A. Staff shall:
  - 1. Use computing equipment, software, and network access in a manner consistent with appropriate District staff codes of conduct and applicable statutes of the Wisconsin Criminal Code;
  - 2. Report messages in support of or relating to illegal activities;
  - 3. Be aware of and abide by copyright and licensing laws. For more information, please see Port Edwards School District Policy No. 2531;
  - 4. Be aware of and comply with state laws regarding the information. Sensitivity to the security and safety issues related to publishing names, addresses, and pictures on the internet is crucial;
  - 5. Log off the internet as soon as finished.
- B. Staff shall not:
  - 1. Interfere with the ability of others to make effective use of District computing and network resources;
  - 2. Engage in unapproved transmission or downloading of copyrighted materials or any other illegal activity;

3. Conduct placement of unlawful, inappropriate, or objectionable information onto the network or portion of the District system;
4. Use internet resources in a manner that may limit its use by others;
5. Allow anyone else, including family members, to use their accounts;
6. Use any form of obscene, harassing, racist, sexist, or abusive language or behavior online;
7. Commit vandalism, destruction, or diminishment of the value or effectiveness of the system or network or any of either's components;
8. Send messages using someone else's name;
9. Use the internet and/or e-mail for personal gain for more than occasional personal use, including the sending of personal messages;
10. Read mail or files without the owner's permission;
11. Intentionally accessing internet sites containing sexually explicit or hate materials. Law enforcement officials will be exempt from this during investigative procedures;
12. Friend or interact with current students using any kind of social media, text, e-mail, or internet. Social media can be used in a classroom for instructional purposes only.

**AUTHORIZED REPRESENTATIVES OF THE DISTRICT, FROM TIME TO TIME MAY MONITOR THE USE OF SUCH TECHNOLOGY. SUCH MONITORING MAY INCLUDE, BUT IS NOT LIMITED TO, ACCESSING REPORTED MESSAGES IN PRINTING AND READING DATA OF FILES OF USERS. IN ADDITION, WEBSITES VISITED MAY BE RECORDED AND MONITORED.**

**USERS MUST UNDERSTAND THAT THEY HAVE NO EXPECTATION OF PRIVACY IN CONNECTION WITH THE USE OF THIS TECHNOLOGY OR WITH THE TRANSMISSION, RECEIPT, OR STORAGE OF INFORMATION.**

In addition to revocation of access, any illegal use, vandalism, or intentional damage should result in referral for prosecution to the full extent of the law.

For more information please refer to Port Edwards School District Policies No. 7540.04 and 7540.06.

## **Section 3.11 – Employee Conduct and Work Rules**

### General Provisions

1. The District expects its employees to produce quality work, maintain confidentiality, work efficiently and exhibit a professional and courteous attitude towards other employees, parents, and students. The District expects all employees to comply with all Board policies, work rules, job descriptions, legal obligations, and the terms of this Handbook.
2. Attendance. The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the District to operate effectively, employees are expected to perform all assigned duties and work during their scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may be taken during times designated by the employee's supervisor and as further specified in other parts of this Handbook. Any deviation from assigned hours must be approved by the employee's supervisor or the District Administrator.
3. Absences. Employees who are unable to report to work shall follow the procedures as outlined in Section 4.1 of this Handbook. Any time spent not working during an employee's scheduled day must be accounted for in the District's Employee Access management software program. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time records will be subject to disciplinary action, up to and including termination. Failure to notify the District of an absence and failure to report to work on such a day may result in disciplinary action, up to and including termination. Failure to return to work the day after an authorized leave of absence may result in termination of employment.
4. Confidentiality. Pupil information that employees obtain as a result of their employment with the District is confidential and protected by law, unless such information has been designated as pupil directory data as defined in Board policies. The District also expects employees to maintain student and District confidentiality at all times.
5. Conflict of Interest. Conflicts of interest are defined as any judgment, action, or relationship that may benefit an employee or another employee with whom the employee is affiliated because of the employee's position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose any information any potential conflict of interest to their immediate supervisor as soon as possible. No employee may use their position to obtain financial gain or anything of substantial value for their own private benefit or the benefit of their immediate family, or an organization with which they are associated.

Please refer to Port Edwards School District Policy No. 3230 and 4230 for more information.

6. Child Abuse Reporting.

- A. Any employee who has reasonable cause to suspect that a child has been abused or neglected, or who has reason to believe that a child has been threatened with abuse or neglect, shall report to the appropriate officials.
- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department or, in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.
- C. Employees who report in good faith shall not be disciplined, discriminated against in regard to employment, discharged from employment, or threatened with any such treatment for making such a report.

For more information, please refer to Port Edwards School District Policy No. 8462 or contact Administration.

7. Contracts and Conflict of Interest. Please see Wis. Stat. §§ 946.13(1)(a) and (b).

No employee may negotiate or bid for, or enter into a contract in which the employee has a private financial interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private financial interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part.

8. Financial Controls and Oversight. The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the superintendent or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of

honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

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

10. Gifts and Sale of Goods and Services.

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

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to central office for proper processing under the District's policy on gifts and solicitations and the terms of Wis. Stat. § 118.27. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employee's position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined.

For more information, please refer to Port Edwards School District Policy No. 3214 and 4214.

- B. Sale of Goods and Services: No District employee may receive for his or her personal benefit anything of value from any person other than his or her employing District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of his or her employing District or at an activity of his or her employing District (Wis. Stat. § 118.12).

For more information, please refer to Port Edwards School District Policy No. 6460.

11. Licensure/Certification. Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate annually to be maintained in his or her personnel file. Personnel files can be found in central office. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner.
  
12. Obligation to Report Criminal Record. All District employees shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three (3) calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:
  - A. Crimes involving school property or funds;
  - B. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
  - C. Crimes that occur wholly or in part on school property or at a school-sponsored activity;
  - D. A misdemeanor which involves moral turpitude; or
  - E. A misdemeanor which violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstances more than three (3) calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

- The nature of the offense;
- The date of the offense;
- The relationship between the offense and the position to which the employee is assigned.

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

13. Outside Employment. Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The Board of Education expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purpose of non-school employment.
  
14. Personal Property.
  - A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.
  
  - B. Search of Personal Effects: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.
  
15. The District is committed to maintaining a drug, alcohol, and tobacco free workplace. Employees are prohibited from possessing, using, distributing, or being impaired by drugs, alcohol, or tobacco while on school premises, at school-sponsored activities, or while performing any other duty within the scope of employment.

For more information, please refer to District Policy Nos. 3122.01, 4122.01, 3215, and 4215.

16. District staff is not permitted to use personal automobiles to transport students for school activities.

### Additional Teacher Provisions

1. Teachers are to be present in their classrooms no later than 7:45 a.m. (unless signed a duty) and shall be available for service to students. Dismissal times for teachers shall be 3:45 p.m. **The total work day shall be from 7:45 a.m. to 3:45 p.m. on regular school days.**
2. Parent/teacher conferences shall be conducted twice yearly with the time past the contract day for the evening conferences set at the equivalent one-half of the regular school day per each conference date. Parent/teacher conferences may be scheduled during the contract day by the School Board.

### Rules of Conduct

To ensure orderly operations and provide the best possible work environment, the District expects employees to follow rules of conduct that will protect the interest and safety of all students, employees, and the District.

**Listed below are some of the rules and regulations of the District. This list should not be viewed as being all-inclusive. Types of behavior and conduct that the District considers inappropriate which could lead to disciplinary action, up to, and including termination of employment without prior warning at the school sole discretion of the District include, but are not limited to the following:**

1. Theft or inappropriate removal or possession of property;
2. Falsification of timekeeping records;
3. Working under the influence of alcohol or illegal drugs;
4. Possession, distribution, sale, transfer, or use of alcoholic or illegal drugs in the workplace while on duty, or while operating employer-owned vehicles or equipment;
5. Fighting or threatening violence in the workplace;
6. Boisterous or disruptive activity in the workplace;
7. Negligence or improper conduct leading to damage of employer-owned property;
8. Insubordination or other disrespectful conduct;
9. Violation of safety or health rules;
10. Smoking in prohibited areas;

11. Sexual or other unlawful or unwelcome harassment;
12. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace;
13. Excessive absenteeism or any absence without notice;
14. Unauthorized absence from work station during the work day;
15. Violation of personnel policies;
16. Unsatisfactory performance or conduct; and
17. Unauthorized disclosure of proprietary or confidential information.

### **Section 3.12 – Workplace Violence Protection**

The Port Edwards School District is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society and in general, the District has adopted the following guidelines to deal with intimidation, harassment, or other threats or (actual) violence that may occur during business hours or on the premises. All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous substances or devices are prohibited from the premises of the District without authorization.

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

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or to your any other member of Administration. This includes threats by employees, as well as threats by students, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril.

The District will promptly and thoroughly investigate all reports of (or actual) violence of suspicious individuals or activities. The identity of the individual making the report will be protected as much as practicable.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is a violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

The District encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or to the District Administrator before the situation escalates into a potential violent situation. The District is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

For more information, please see Policy No. 3217 and 4217.

### **Section 3.13 – Substitute Teachers/Volunteers**

All substitute teachers are given guidance from District Policy No. 4220.04 which is available from the District Office. All volunteers are given guidance from District Policy No. 8120, which is available from the District Office.

### **Section 3.14 – Use of District Vehicles**

All employees must use the school van and follow Policy No. 8660. Employees must see District Administration approval to use their personal vehicle/school van for school purposes. All employees required to drive their personal vehicle as part of the services to the District shall be reimbursed at the IRS allowable rate per mile, with prior approval from the District Administration. Mileage reimbursement for using your personal vehicle must be approved by the District Administration in advance of the planned trip.

### **Section 3.15 – College Credit Reimbursement Program**

College credit reimbursement will only be made for District-identified needs such as credits taken in order to satisfy the requirements of a District-requested DPI license with stipulations. Teachers who qualify for the College Credit Reimbursement will sign an agreement with the District regarding the parameters of the reimbursement.

### **Section 3.16 – New Teacher/Mentor Program**

The District recognizes the value of assigning to a new teacher, a mentor as part of their orientation to the District and surrounding community. Further, the District intends to provide initial educators with ongoing orientation, support, and seminars which reflect the Wisconsin Teaching Standards, a qualified and trained mentor, and assistance in developing their first professional development plan.

### **Section 3.17 – Reduction in Workforce**

If necessary, to decrease the number of teachers or support staff employees or reduce workloads (partial layoff) within the District, the Board shall attempt to do so through normal attrition. If this does not

accomplish the reduction necessary or desired outcome, Board discretion shall determine which teacher(s) or support staff is laid off. Seniority may be a factor, but not a controlling factor or a factor to be granted deference, in determining which teacher(s) or support staff is selected for layoff or recall.

## **CHAPTER 4 – RECOGNIZED ABSENCES FROM WORK**

### **Section 4.1 – Sick Leave**

All employees should call the Substitute Manager at (715) 887-9000 Ext. 240 or email them before 8:00 p.m. the night before or 6:00 a.m. the day you are sick. Try to give as much notice as possible.

#### **Teachers**

1. Teachers are allowed ten (10) days sick leave per year cumulative to a maximum one-hundred-and-five (105) days for illness or days that qualify under the Family Medical Leave Act;
2. It is the responsibility of the teacher to inform the District Administrator of personal illness, which makes it impossible to report for teaching. Failure to do so within a reasonable time may result in loss of sick leave payment for the period of that individual illness;
3. A teacher who has been absent from work for two (2) consecutive days or more due to illness may be required to submit a medical excuse provided by a licensed physician, approved by the District, at District expense or from the physician of their choosing at their own expense;
4. No teacher may gain economically over and above an amount equal to their regular take home pay by virtue of any of the sick leave provisions;
5. Leave will be computed and accumulated on July 1 of each year;

#### **Support Staff**

1. School-term employees shall be credited with ten (10) days of sick leave per year, cumulative to one-hundred-and-five (105) day for illness, injury, or days that qualify under the Family Medical Leave Act;
2. Eleven-month and twelve-month employees will be credited with ten (10) days of sick leave per year, cumulative to one-hundred-and-five (105) days for illness, injury or days that qualify under the Family Medical Leave Act;
3. Employees must give the employer notice regarding the reason for the absence;

4. The employee is responsible for keeping the District informed as to his/her condition. The District may require the employee to submit a medical excuse or a “second opinion;”
5. Leave will be computed and accumulated on July 1 of each year;

#### **Section 4.2 – Personal Leave**

1. Two (2) days of personal leave shall be granted for personal business with twenty-four (24) hour notice to the District Administrator, except in the case of an emergency.
  - A. Personal days should not be used to extend a holiday, vacation, or school recess period, nor should they be taken on a teacher in-service day or parent-teacher conference day and should not be taken during the first or last day of the school year. Personal leave during these times may be approved by the District Administrator on a case-by-case basis if personal business cannot be rescheduled for a different time.
  - B. Personal leave shall not be granted for activities for which the employee will receive compensation.
2. At the discretion of the District Administrator, additional unpaid personal leave may be granted after all personal leave is exhausted. Employee benefits will be prorated to account for unpaid time off.
3. Personal leave does not carry over from one year to another. Teachers and support staff who do not use their personal leave will be paid \$100 per day not used at the conclusion of the school year.
4. No more than three (3) teachers at a time can take personal leave days unless approved by the District Administrator. No more than three (3) support staff at a time can take personal leave days unless approved by the District Administrator

#### **Section 4.3 – Bereavement Leave**

1. Employees will be granted up to three (3) days per event of excused absence without loss of pay for bereavement leave for immediate family that includes: wife, husband, daughter, son, mother, father, sister, brother, mother-in-law and father-in-law.
2. Employees will be granted up to two (2) days per even of excused absence without loss of pay for bereavement leave for other family that includes: grandchild, grandparent, daughter-in-law, son-in-law, step-parent, brother/sister-in-law or person residing in household.

3. For persons not listed, or if additional time off becomes necessary and is requested by the employee, up to five days annually may be taken from personal leave, accumulated sick leave, or as unpaid days at the employee's discretion.

#### **Section 4.4 – Family and Medical Leave**

The District will comply with the provisions of state and federal family and medical leave laws.

Please see Appendix B for more information.

#### **Section 4.5 – Sick Leave Bank**

The District provides and administers a Sick Leave Bank for use by eligible employees. Employees may donate leave to the Sick Leave Bank and qualified employees may withdraw leave from the Sick Leave Bank.

For more information, please contact the Business Director or District Administrator.

#### **Section 4.6 – Other Leaves**

Leaves of absence without pay may be granted by the District. Such leaves may be for education, medical reasons, maternity, military or National Guard service, civic duties, or for other purposes approved by the District Administrator.

The unpaid leave, written requests must be submitted at least four (4) weeks in advance and shall include reasons for the request and the expected duration of the leave, not to exceed one (1) year. In an emergency, the Board may modify the advance notice requirement;

The granting of unpaid leave, the length of time for such leave, and the number of employees taking this leave, shall be at the discretion of the District. Requests for unpaid leave are non-precedential and will be dealt with on an individual basis.

## **CHAPTER 5 – BENEFITS**

The descriptions listed below are meant to serve as a general summary of the benefit plans offered by the District. The descriptions are not to be reflective of the exact terms of the official benefit plans. Official benefit plan documents are available to employees through the District Administrator or Business Director.

### **Section 5.1 – Health Insurance**

1. The District provides a group health insurance plan for all full-time employees.
2. The District reserves the right to change the plan, amount of employer paid premium or carriers at any time. Participation in the group health insurance plan is subject to all requirements imposed by the carrier.

For more information about eligibility and the provisions of the plan, contact the District Administrator or designee.

### **Section 5.2 – Dental Insurance**

1. The District will provide single or family basic dental insurance benefit for all full-time employed personnel.
2. The District reserves the right to change the plan or carriers at any time. Participation in the Dental insurance plan is subject to all requirements imposed by the carrier.

For more information about eligibility and the provisions of the plan, contact the District Administrator or Business Director.

### **Section 5.3 – Life Insurance**

1. The District provides life insurance equivalent to one time the employee's annual wages for eligible employees requesting such benefits.
2. The District reserves the right to change the plan or carriers at any time. Participation in the life insurance plan is subject to all requirements imposed by the carrier.

For more information about eligibility and the provisions of the plan, contact the District Administrator or Business Director.

### **Section 5.4 – Long Term Disability Insurance**

1. The District provides fully paid Long Term Disability Insurance for each eligible employee.

2. The District reserves the right to change the plan or carriers at any time. Participation in the insurance plan is subject to all requirements imposed by the carrier.

### **Section 5.5 – Part-Time Employee Benefit Eligibility**

#### **Benefits for Full-Time Eleven-Month Employees**

1. The District will pay 100% of the premium for single or family coverage for a health insurance plan for full-time eleven-month employees.
2. The District will pay 87% of the premium for single or family coverage for a vision plan for full-time eleven-month employees.
3. The District will pay 100% of the premium for single or family coverage for a dental plan for full-time eleven-month employees.
4. The District will provide long-term disability insurance coverage to full-time eleven-month employees if determined eligible by the plan carrier.
5. The District will provide life insurance coverage to full-time eleven-month employees if determined eligible by the plan carrier.

#### **Benefits for Other Part-Time Employees**

1. The Board will offer single health insurance to eligible employees. Eligible employees are employees that work 30 or more hours per week during the school year. The Board shall contribute 95% of the single premium for eligible employees.
2. The District will provide long-term disability insurance coverage to school year employees if determined eligible by the plan carrier.

### **Section 5.6 – Retirement Benefits**

The District offers retirement benefits to those employees who are eligible and retire under the Wisconsin Retirement System. Complete details of the system are available from the District Administrator or Business Director.

Full-Time Twelve-Month Employees. An employee that retires after fifteen (15) or more years of service to the District, and applies for benefits under the Wisconsin Retirement System, shall be eligible to remain on the District health insurance plan (if eligible) until the employee qualifies for Medicare benefits provided the employee pays the full cost of the premium.

1. Upon retirement, prior to age 59 (with at least fifteen (15) years of service), the retiree may continue to participate in the group plans for health and life insurance. The retiree

will be fully responsible for all premiums beginning the next full month following retirement.

2. Upon retirement, at or after the after age 59 (with at least fifteen (15) years of service), the retiree may continue to participate in the group insurance plans for health, dental, vision, and life. The District will pay for the retiree's single premium for health insurance, based on the premium amount at the time of retirement, for thirty-six (36) months or until the employee qualifies for Medicare, whichever is sooner. The retiree has the option of providing family coverage by paying the difference in premium between the single and family coverage. Other coverages (dental, vision, and life) may be continued at the retiree's expense.

Teachers. Teachers shall be eligible for matching TSA contributions, up to \$1,000.00 annually, to the WEA Trust while employed by the District. Such employees will not be entitled to District contributions to a TSA after retirement, nor shall they be eligible for contributions toward District health or dental coverage after retirement.

Teachers with at least ten years of service as of September 1, 2012, should refer to Appendix C for more information.

#### **Section 5.7 – Retirement Fund Contribution**

The District will pay its required contribution to the Wisconsin Retirement System as the employer and employees will pay the employee required contribution to the Wisconsin Retirement System.

## **CHAPTER 6 - HOURS AND COMPENSATION**

### **Section 6.1 – General**

1. For assignments outside the student day, teachers may be compensated at the discretion of the District.
2. All employee paychecks shall be issued on the dates established for the teaching staff.
3. All teaching staff are required to attend and participate in the Port Edwards School District Back to School Night, date and times to be established by the Administration.
4. All teaching staff and support staff are required to attend and participate in any meetings planned/assigned by the District Administrator; this includes before and/or after school hours.

### **Section 6.2 – Hours**

The normal work week for employees shall be determined by the Board. In the event that the normally scheduled hours for the employee are to change, the Board will notify the employee prior to the implementation of that change.

#### **Lunch Periods for Support Staff Employees**

Any employee scheduled to work a shift of six (6) or more hours per day shall be entitled to an unpaid lunch period of thirty (30) minutes near the middle of the shift or at another mutually agreeable time. The food service employees' unpaid lunch period shall occur outside of the student lunch break(s).

### **Section 6.3 – Overtime – Support Staff**

All work over forty (40) hours a week shall be paid to those non-exempt employees at a rate of time and one-half. All Sunday work shall be at time and one-half. All holiday work shall be at time and one-half in addition to the employee's straight time hourly rate.

Except in emergency situations, all overtime hours must be approved in advance by the District Administrator or designee. Compensation shall not be paid more than once for the same hours of work.

Employees may, at the discretion of the District Administrator or designee, be granted compensatory time off. All compensatory time earned above forty (40) hours per work week shall be converted at a rate of time and one-half.

## **Section 6.4 – Holidays**

All twelve-month employees will be paid for the following holidays:

- New Year's Eve (half day)
- New Year's Day
- Friday before Easter (half day)
- Memorial Day
- July 4th
- Thanksgiving Day
- Christmas Eve (half day)
- Christmas Day
- Labor Day

All school-year employees will be paid for the following holidays:

- New Year's Eve (half day)
- New Year's Day
- Friday Before Easter (half day)
- Memorial Day (if it falls during the employee's work year)
- Labor Day (if it falls during the employee's work year)
- Thanksgiving Day
- Christmas Eve (half day)
- Christmas Day

## **Section 6.5 – Vacations**

All full-time twelve-month employees shall receive the following vacation time with pay based on years of service as follows:

- 1-6 Years of Service: Two Weeks (10 days)
- 7-12 Years of Service: Three Weeks (15 days)
- 13-18 Years of Service: Four Weeks (20 days)
- 19+ Years of Service: Five Weeks (25 days)

All full-time eleven-month employees shall receive the following vacation time with pay based on years of service as follows:

- 1-6 Years of Service: One Week (5 days)
- 7-12 Years of Service: Two Weeks (10 days)
- 13-18 Years of Service: Three Weeks (15 days)
- 19+ Years of Service: Four Weeks (20 days)

Vacation time shall be taken within one-hundred-eighty (180) days of its accumulation.

Eligibility: For information regarding how vacation eligibility is computed, requested, and how it may be used, information can be obtained from the District Administrator or Business Director.

### **Section 6.6 – School Cancellation**

If school is cancelled, delay start or closed early due to inclement weather, emergency or any other unforeseen reason deemed appropriate by District Administrator to close school in whole or part, teachers are expected to fulfill their daily and annual contracted hours/days at District Administrator's discretion.

## APPENDIX A

### **GRIEVANCE PROCEDURE**

#### I. Purpose.

The purpose of this Policy is to set forth the procedure to be followed with respect to grievances by employees. The terms of this Policy shall control unless another valid and enforceable relevant grievance procedure exists in a collective bargaining agreement that applies to the matter.

The non-renewal of an individual teacher contract issued pursuant to Section 118.22 and Section 118.24, Wis. Stats., is not subject to this procedure and is addressed solely under the timelines and procedures mandated by Section 118.22 and Section 118.24, Wis. Stats., as applicable.

#### II. Definitions.

A grievance is defined as a dispute or misunderstanding regarding the actions of School officials with regard to the following:

- Employee termination

“Termination” includes an involuntary end to employment but excludes a voluntary quit; a layoff or failure to be recalled from layoff at the expiration of any recall period; retirement; job abandonment such as “no-call, no-show,” or failure to report to work; job transfer; action taken for failure to meet the qualifications of a position; action taken pursuant to an ordinance other than an ordinance specifically addressing employee discharge; death; or the end of the employment of a temporary, contract or part-time employee.

- Employee discipline

“Discipline” includes verbal reprimands; written reprimands; and suspensions without pay. Discipline does not include action taken because of poor job performance, performance evaluations, performance improvement plans, or counseling (verbal or written) regarding job performance.

- Workplace safety

“Workplace safety” includes conditions of employment affecting an employee’s physical health or safety, the safe operation of workplace equipment and tools, environmental hazards, safety of physical work environment, personal protective equipment, and workplace violence.

#### III. Preliminary Procedures.

##### A. Preliminary Grievance Steps.

Step 1: Prior to filing a written grievance, employees should discuss any problem or complaint with his/her Immediate Supervisor to determine if the grievance can be resolved.

Step 2: If the grievance cannot be resolved at Step 1, the employee must file a written grievance with

the Immediate Supervisor no later than ten (10) calendar days from the date the employee first becomes aware of the termination, discipline, or workplace safety condition causing the grievance. The written grievance shall include: (1) a summary of the facts pertaining to the grievance; (2) a listing of all parties involved; (3) the remedy sought by the employee; and (4) the employee's signature. The Immediate Supervisor shall respond to the grievance in writing within seven (7) calendar days of receipt of the written grievance.

B. Appeal to District Administrator.

Step 3: If the grievance is not resolved at Step 2, the employee may appeal a denial by filing a written appeal of the grievance to the District Administrator within ten (10) calendar days from the Immediate Supervisor's decision. The District Administrator or designee shall meet with the parties to discuss the matter at a time that both parties are available. Within seven (7) calendar days of the meeting, the District Administrator or designee shall issue a written decision sustaining or denying the grievance.

IV. Hearing Officer Process.

A. Appeal to Hearing Officer.

Step 4: If the grievance is not resolved at Step 3, the employee may appeal a denial by filing a written request for a hearing before a Hearing Officer. This request must be received by the District Administrator no later than fourteen (14) calendar days after the employee receives the District Administrator's or designee's written response.

On appeal, the District Administrator or designee shall transmit the grievance and all responses to the Hearing Officer. As soon as is practicable thereafter, the Hearing Officer shall schedule a date for a hearing. The hearing shall be held at a mutually agreeable time in a public building and shall be open to the public unless the Hearing Officer otherwise directs.

B. Hearing Procedure.

The Hearing Officer shall have the authority to administer oaths and issue subpoenas at the request of the parties and shall be responsible for the fair and orderly conduct of the hearing and the preservation of the record. The hearing shall be conducted in accord with the procedures of the American Arbitration Association. Any party requesting a subpoena from the Hearing Officer is responsible for the fees associated with the subpoena. All testimony shall be taken under oath and shall be recorded by a court reporter under the supervision and control of the Hearing Officer, unless another method of recording is mutually agreed to by the parties and approved by the Hearing Officer. All costs associated with the court reporter and preparation of a transcript of the hearing shall be evenly split between the parties. The Hearing Officer may only overrule a disciplinary action if the action taken was arbitrary, capricious, and/or discriminatory.

C. Hearing Officer Decision.

The Hearing Officer shall submit his or her decision affirming or reversing the action with the reasons therefore in writing to the District Administrator within thirty (30) calendar days of the close of the hearing or the submission of the parties' written briefs, if any, whichever is later, or on a later date

mutually agreed upon by the parties. The District Administrator or designee shall mail a copy of the Hearing Officer's decision to the last known address of each of the parties.

V. School Board Review.

A. Appeal to School Board.

Step 5: Within fourteen (14) calendar days of the date that the Hearing Officer's decision is mailed, either party may file with the District Administrator a written notice of appeal of the Hearing Officer's determination to the Board of Education ("School Board"). Any such appeal shall be on the written record, the preparation of which shall be the responsibility and at the cost of the party seeking the appeal. The appealing party shall supply a copy of the written record to the other party without charge. The written record shall be filed with the District Administrator within twenty (20) calendar days of the notice of appeal. The School Board shall receive no further evidence on the matter but may request additional briefs of the parties on matters which were raised before the Hearing Officer. The School Board may retain outside counsel if necessary, during the process.

B. School Board Decision.

Step 6: Within sixty (60) calendar days of the receipt of the written record, the School Board shall make and file its written decision with the District Administrator. The District Administrator or designee shall, within five (5) calendar days, mail a copy of the decision to the last known address of the employee or the employee's representative. The Hearing Officer's determination shall be affirmed if the School Board determines that credible evidence in the record supports it. If the determination is not supported by a majority of the School Board, the Board may reverse the Hearing Officer's determination or modify it. The Board's decision shall be final and binding on the parties. There shall be no subsequent right of appeal.

VI. Selection of Hearing Officer.

A. Qualifications/Selection.

The School District may contract with a Hearing Officer to hear and determine appeals at Step 4. Any Hearing Officer so engaged shall not be a School District employee or receiving any compensation or benefits from the School District other than those described below.

In the event a Hearing Officer is not contracted by the School District, the District Administrator or designee may request a panel of at least three (3) individuals when needed who have indicated a willingness to serve in the capacity of Hearing Officer and who are experienced in personnel matters and/or who are active or retired attorneys, retired members of the judiciary, retired administrative staff, or currently on the list of arbitrators or mediators for the Wisconsin Employment Relations Commission, the Federal Mediation and Conciliation Service, or the Department of Public Instruction under Chapter 115 of the Wisconsin Statutes. The Hearing Officer selected to hear a matter shall be selected from the list of three (3) by the District Administrator.

B. Compensation.

The Hearing Officer shall be compensated at the Hearing Officer's regular rate for the hearing, travel

time, and time spent composing the decision. The compensation for the Hearing Officer will be split evenly between the parties.

VII. Settlement of Grievance.

A grievance shall be considered waived if not filed or appealed within the grievance timelines. Dissatisfaction is implied in recourse from one step to the next step. A grievance shall be deemed settled and dismissed at the completion of any step in the grievance procedure if all parties concerned are mutually satisfied or the grievance has not been timely processed to the next level. All settlements shall be in writing and signed by the employee in question and the appropriate District official(s) involved at the step level that the grievance was settled.

VIII. Revisions/Updating.

This Policy may be revised, updated, or repealed by the Board of Education at any time.

## APPENDIX B

### **FAMILY MEDICAL LEAVE POLICY**

Child rearing, family member medical leave, and employee medical leave are available to employees as specified below. The intent of this Policy is to comply with Wisconsin Family and Medical Leave Act. Should this policy conflict in any way with the applicable federal and state statutes or regulations, then the statutes or regulations shall control.

#### **I. Family Medical Leave General Requirements**

##### A. Eligibility:

Employees who have been employed by the School District for one (1) year and who have worked one thousand (1,000) hours during the preceding fifty-two (52) weeks are eligible for the leaves provided under Wisconsin law. (For leave available under state law, paid time off counts as hours worked.)

This policy assumes that an employee is eligible for federal and state leaves. This may not always be the case. Employees are to submit written requests for leave in all cases so that the School District may make an eligibility determination.

##### B. Length of Child Rearing Leave, Family Member Medical Leave and Employee Medical Leave:

Under state law, an employee is entitled to six (6) weeks of child-rearing leave, two (2) weeks of family member medical leave, and two (2) weeks of employee medical leave in a calendar year (i.e., January –December).

School District leaves provided for the same purposes run concurrently. For example, vacation used for an employee’s medical condition also qualifies as employee medical leave under state and federal law and, as such, is also deducted from an employee’s leave entitlement under state and federal laws.

##### C. Definitions:

1. Serious Health Condition - Under this policy, a “serious health condition” is considered to be a disabling physical or mental illness, injury, impairment, or condition involving any of the following:
  - a. Inpatient care in a hospital, nursing home, hospice, or residential medical facility; or
  - b. Outpatient care that requires continuing treatment or supervision by a health care provider.

A physician is required to certify the “serious health condition” within the meaning of law involved.

2. Week - Generally, “week” for purposes of partial absence leave means five (5) work days of leave.
3. Leave Deductions - For each work day or work week that an employee works fewer than the regularly scheduled hours for that employee by using partial or intermittent absence leave, the specific amount taken will be deducted for purposes of computing leave taken and leave remaining.

## **II. Child Rearing Leave**

- A. Purpose: Unpaid child rearing leave may be used within sixteen (16) weeks prior to, or within twelve (12) months following:
  1. The birth of the employee’s natural child; or
  2. The placement of a child with the employee for adoption or as a precondition to adoption under section 48.90(2) of the Wisconsin Statutes, but not both; or
  3. The placement of a child with the employee for twenty-four (24) hour foster care that is made by or with agreement of a government agency.
- B. Length of Child Rearing Leave: In a twelve (12) month period, no employee may take more than twelve (12) weeks of federal child rearing leave. In addition, no more than twelve (12) weeks leave can be taken for the birth of any one child. If both the mother and father of a child are employed by the School District, and they both desire child rearing leave, they are generally only entitled to a combined total leave of twelve (12) weeks. Child-rearing leave provided under federal law generally runs concurrently with the six (6) weeks of child-rearing leave provided under state law in a calendar year (i.e., January-December.).
- C. Use of Accrued Paid Time: For leave taken in accordance with state law, an employee may substitute a maximum of six (6) weeks of accrued paid time, such as vacation, for the first six (6) of the otherwise unpaid twelve (12) week leave period.
- D. Scheduling Child Rearing Leave: An employee is to submit a written request for child rearing leave no less than thirty (30) calendar days before the leave is to commence. If the date of the birth, adoption, or foster care placement requires leave to begin sooner, the employee shall provide notice as soon as practicable.
- E. Intermittent Child Rearing Leave: For leave taken in accordance with state law, that is, the first six (6) weeks of leave within sixteen (16) weeks prior to or after the child-rearing event (e.g., birth of child), the employee may take child rearing leave as an intermittent or as a partial absence from employment in increments of no less than four (4) hours. An employee who does so shall schedule the

intermittent or partial absence so it does not unduly disrupt the School District's operations. To comply with this requirement, an employee is to provide the School District, in writing, with the employee's proposed schedule of intermittent or partial absences no less than one (1) week before the schedule of absences is to commence. The schedule must be of a sufficient definiteness that the School District is able to schedule replacement employees, if necessary, to cover the absences. Partial or intermittent leave must commence within sixteen (16) weeks before or after the birth, adoption, or foster placement of a child. Leave cannot be taken intermittently or as a partial absence before or beyond sixteen (16) weeks of the event, unless previously approved in advance. Any remaining child-rearing leave must be taken in a single block.

### **III. Family Member Medical Leave**

- A. Purpose: Unpaid family member medical leave may be used to care for the employee's spouse, child, parents, or spouse's parent if they have a serious health problem.
- B. Length of Family Member Medical Leave: In a twelve (12) month period, no employee may take more than two (2) weeks of family illness leave for the employee's spouse, child, or parents. A maximum of two (2) weeks of family illness leave may be taken for a spouse's parent in a calendar year (i.e., January-December).
- C. Use of Accrued Paid Time: For leave taken in accordance with state law, an employee may substitute a maximum of two (2) weeks of paid accrued time, such as vacation, for the first two (2) weeks of the otherwise unpaid twelve (12) week leave period.

### **IV. Employee Medical Leave**

- A. Purpose: Unpaid medical leave may be used by an employee who has a serious health condition which makes the employee unable to perform his or her job duties.
- B. Length of Employee Medical Leave: No employee may take more than two (2) weeks of federal state leave in a twelve (12) month period.
- C. Use of Accrued Paid Time: For leave taken in accordance with state law, an employee may substitute a maximum of two (2) weeks of paid accrued time, such as vacation, for the two (2) weeks of the otherwise unpaid leave.

## **V. Scheduling Family Medical and Employee Medical Leave**

An employee is to submit a written request for family medical and employee medical leave no less than thirty (30) calendar days before the leave if the leave is foreseeable and as soon as possible for unforeseeable leave. Failure to provide thirty (30) calendar days' notice of a foreseeable leave may result in a denial of the leave. When medically necessary, an employee may take employee medical leave as an intermittent or as a partial absence from employment in increments of no less than four (4) hours. An employee who does so shall schedule the intermittent or partial absence so it does not unduly disrupt the School District operations. To comply with this requirement, an employee is to provide the School District, in writing, with the employee's proposed schedule of partial absences with reasonable promptness after the employee learns of the probable necessity of such leave.

## **VI. Medical Certification**

If an employee requests a family member medical leave or employee medical leave under this policy, the employee may be required to have a Medical Certification Form completed. If so, this form must be completed by the employee plus the health care provider treating the family member or employee and returned within fifteen (15) days.

If the requirements for a certification are not complied with or the certification is not returned on time, the School District may delay or deny family illness or employee medical leave and the absence will be considered unexcused. The School District may request a second health care provider opinion at School District expense.

## **VII. Insurance and Benefits**

While an employee is on a child rearing, family medical, or employee medical leave, the School District will maintain group health insurance coverage under the conditions that applied before the leave began. If, prior to the leave, the employee was required to participate in the premium payments, the employee is required to continue with his/her share of the premiums while on leave. An employee's failure to make the required payments may result in termination of the employee's insurance coverage. The School District has the right to collect from an employee the health insurance premiums the School District paid during a period of unpaid leave if the employee does not return to work after the leave entitlement has been exhausted or expired. An employee must return to work for at least thirty (30) calendar days in order to be considered to have "returned" to work. However, an employee's liability to repay health insurance premiums does not apply if his or her failure to return to work is due to a serious health condition or specific circumstances beyond the control of the employee.

## **VIII. Return from Leave**

An employee returning from employee medical leave may be required to obtain medical certification from the health care provider that she/he is able to resume work. An employee returning from family and/or medical leave can return to his or her old position, if vacant, at the time the employee returns to work. If the position is no longer vacant, the employee may be

offered an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

## APPENDIX C

### **OTHER POST-EMPLOYMENT BENEFITS**

Post-employment benefits under this provision shall be available to employees ages of 55 or older, who have served the Port Edwards School District for not less than 15 years, and voluntarily retire from employment with the District.

Application. All applications for post-employment benefits under this provision must be filed with the District Administrator no later than February 1 preceding the employee's last workday. Retirements after that date will not be considered.

Employees with ten (10) or more years of service to the District as of September 1, 2012, will be entitled to the following benefits, subject to eligibility and the following terms:

Limitation. This provision shall be limited to three (3) employees per year, and in the event that more than three (3) employees make application for benefits under this provision, employees shall be selected on the basis of years of service within the District unless the Board waives the requirement. If more than three (3) employees apply, those who are not selected because they lacked sufficient years of service will be placed on a list for the following year. Carryover requests from the previous year will be the first requests considered in the subsequent year.

Timeline. Post-employment benefits will commence on the first day of the first month of eligibility and may not be deferred to a later date.

1. The Board contribution shall be limited to the amount contributed for full-time teachers in effect for the District during the employee's last school year.
2. When the retiree is eligible for Medicare, the insurance plan will coordinate with Medicare and the District's payment shall be reduced accordingly.
3. If, at some future date, the Port Edwards School District consolidates with another district, it is understood that all employees who have opted for VER will be fully covered for the insurances and financial compensation due them according to the terms of this VER plan. The Port Edwards School District or its successor will assume these liabilities.
4. If the former employee dies before the full number of months of post-employment coverage are completed, the former employee's spouse and any eligible dependents will continue to receive the duration of the benefit until exhausted.

**TIER 1** – Teachers with at least fifteen years of service as of September 1, 2012.

**Annuity.** Eligible employees shall receive TSA contributions computed as follows:

1. Teachers with at least fifteen years of service as of September 1, 2012, shall receive a TSA contribution to the WEA Trust as indicated in the chart below. This annual contribution will commence on the first day of the first month after the retiree’s last workday and will be paid out in installments consistent with the payroll practices for transmitting TSA payments to the WEA Trust.
2. In the event of the death of the employee, the remainder of the total stipend owed will be paid to the former employee’s TSA account in a lump sum no later than the end of the month when the death occurred (or as soon as possible to comply with IRS requirements).

Years in District	Percentage of \$41,500															Number Of Months
	2012 2013	2013 2014	2014 2015	2015 2016	2016 2017	2017 2018	2018 2019	2019 2020	2020 2021	2021 2022	2022 2023	2023 2024	2024 2025	2025 2026	2026 2027	
15	19.5	19.0	18.5	18.0	17.5	17.0	16.5	16.0	15.5	15.0	14.5	14.0	13.5	13.0	12.5	24
16	20.5	20.0	19.5	19.0	18.5	18.0	17.5	17.0	16.5	16.0	15.5	15.0	14.5	14.0	13.5	25
17	21.5	21.0	20.5	20.0	19.5	19.0	18.5	18.0	17.5	17.0	16.5	16.0	15.5	15.0	14.5	26
18	22.5	22.0	21.5	21.0	20.5	20.0	19.5	19.0	18.5	18.0	17.5	17.0	16.5	16.0	15.5	27
19	23.5	23.0	22.5	22.0	21.5	21.0	20.5	20.0	19.5	19.0	18.5	18.0	17.5	17.0	16.5	28
20	24.5	24.0	23.5	23.0	22.5	22.0	21.5	21.0	20.5	20.0	19.5	19.0	18.5	18.0	17.5	29
21	25.5	25.0	24.5	24.5	23.5	23.0	22.5	22.0	21.5	21.0	20.5	20.0	19.5	19.0	18.5	30
22	26.5	26.0	25.5	25.0	24.5	24.0	23.5	23.0	22.5	22.0	21.5	21.0	20.5	20.0	19.5	31
23	27.5	27.0	26.5	26.0	25.5	25.0	24.5	24.0	23.5	23.0	22.5	22.0	21.5	21.0	20.5	32
24	28.5	28.0	27.5	27.0	26.5	26.0	25.5	25.0	24.5	24.0	23.5	23.0	22.5	22.0	21.5	33
25	29.5	29.0	28.5	28.0	27.5	27.0	26.5	26.0	25.5	25.0	24.5	24.0	23.5	23.0	22.5	35
26	29.5	29.0	28.5	28.0	27.5	27.0	26.5	26.0	25.5	25.0	24.5	24.0	23.5	23.0	22.5	36
27	29.5	29.0	28.5	28.0	27.5	27.0	26.5	26.0	25.5	25.0	24.5	24.0	23.5	23.0	22.5	38
28	29.5	29.0	28.5	28.0	27.5	27.0	26.5	26.0	25.5	25.0	24.5	24.0	23.5	23.0	22.5	40
29	29.5	29.0	28.5	28.0	27.5	27.0	26.5	26.0	25.5	25.0	24.5	24.0	23.5	23.0	22.5	42
30+	29.5	29.0	28.5	28.0	27.5	27.0	26.5	26.0	25.5	25.0	24.5	24.0	23.5	23.0	22.5	54

**Health Insurance.** Eligible employees shall receive health insurance benefits as follows:

1. Employees retiring under this provision shall be allowed to continue in the group health insurance program in effect for teachers after the District’s payment for post-employment benefits ceases. Dental group insurance benefits cease at the end of the month District paid benefits stop.
2. The Board will contribute the monthly premium for health and dental insurance for a period of time as follows in the table below commencing the first day of the first month following the employee’s last day of work.
3. Teachers with at least fifteen years of service as of September 1, 2012:

Years in District	Number of Months
15	81
16	82
17	83
18	84
19	85
20	86
21	87
22	88
23	89
24	90
25	91
26	92
27	93
28	94
29	95
30+	105

**TIER 2** – Teachers with at least ten, but less than fifteen years of service as of September 1, 2012.

Active teachers with at least ten years of service, but less than fifteen years of service, as of September 1, 2012, shall be eligible for matching TSA contributions, up to \$2,000 annually, to the WEA Trust. At time of retirement, teachers who were participating in the District health care and dental plan for a full 24 months prior to retirement, may continue in the plan as the chart below indicates. Those teachers, who were not in the District health care and dental plan for a full 24 months prior to retirement, will be eligible for a non-elective TSA contribution for the same number of months as the health care plan. This Board contribution to the non-elective TSA will be limited to the amount contributed to a single health care plan for full-time teachers in effect for the District during the employee’s last school year and will not exceed the cash in lieu cap in effect for the District during the employee’s last school year.

**Health Insurance.** Eligible employees shall receive health insurance benefits as follows:

1. Employees retiring, under this provision shall be allowed to continue in the group health insurance program in effect for teachers after the District’s payment for post-employment benefits ceases. Dental group insurance benefits cease at the end of the month District paid benefits stop.
2. The Board will contribute the monthly premium for health and dental insurance for a period of time as follows commencing the first day of the first month following the employee’s last day of work.

3. Teachers with at least ten but less than fifteen years of service as of September 1, 2012:

Years in District	Number of Months
15	41
16	42
17	43
18	44
19	45
20	46
21	47
22	48
23	49
24	50
25	51
26	52
27	53
28	54
29	55
30+	56

**403(b) UNIVERSAL AVAILABILITY NOTICE**

The Port Edwards School District (the “District”) offers a 403(b) plan for eligible employees of the District. Employees are eligible to participate as described below:

- All employees are eligible to participate in the 403(b) Plan.

A 403(b) plan is a tax-deferred retirement program that permits an employee to reduce his or her compensation on a pre-tax and/or after-tax (Roth) basis and have the contribution deposited into a 403(b) account that employee sets up with a 403(b) vendor. Amounts deposited into a 403(b) account and any earnings on those contributions are generally not taxed until the employee makes a withdrawal from his or her 403(b) account following separation from service with the District, unless contributions are made on an after-tax basis.

The District maintains a list of approved 403(b) vendors and appropriate contact information for each vendor. A copy of this list is available from Cindy Spurgeon, District Business Manager/Business Director. Employees should contact each vendor for information about the 403(b) products and services it offers.

To enroll in the 403(b) Plan, an employee must complete a salary reduction agreement (SRA) and the vendor’s application. The SRA will only apply to amounts earned after enrolling in the plan. This contribution will continue unless it is modified or revoked in the future. The District has established policies that enable you to increase or decrease your contribution, stop your contribution, or change from one authorized 403(b) vendor to another. Employees may get the necessary enrollment forms from Cindy Spurgeon, District Business Director. Additional information on District policies and other 403(b) plan rules can be obtained with the enrollment materials.

Annual contributions to the 403(b) Plan are limited per IRS regulations. Below are the limits for the 2020 calendar year:

<b>Year</b>	<b>Basic Elective Contribution Limit</b>	<b>Age 50+ Catch-Up Contribution</b>	<b>15 Years of Service</b>	<b>Total Contribution Limit</b>
2019	\$19,000	\$6,000	\$3,000	\$28,000

**Disclosure to Employees:** The District has no liability for any employee’s election to participate in the 403(b) Plan, choice of 403(b) vendors, or tax consequences resulting from participating in the 403(b) Plan. The District does not provide tax, legal, or investment advice and recommends that employees seek advice from professionals who specialize in these areas.

**ACKNOWLEDGEMENT  
OF RECEIPT AND  
UNDERSTANDING OF THE PORT  
EDWARDS SCHOOL DISTRICT  
EMPLOYEE HANDBOOK**

I have received a copy of the Handbook. I understand that this revision supersedes all other previous versions of the policies that are addressed in this Handbook and I will destroy all other versions.

I know that I must understand the information contained in the Handbook so that I may comprehend my rights and responsibilities as an employee of the Port Edwards School District. I also know that if I have any questions concerning any of this information, I am to talk with my supervisor or the District Administrator.

**I understand that the Handbook is not an employment contract, but it is an explanation of the Port Edwards School District's policies and procedures. I realize that the School District may interpret, clarify, revise, and/or deviate from the procedures set forth in this Handbook. I also realize the employment relationship between the Port Edwards School District and me is terminable at will by either party and that nothing in this handbook creates additional rights or provides a basis for me to believe my employment is not terminable at will.**

I understand that the Port Edwards School District reserves the right to access, monitor, and retrieve e-mails, voicemails, computer files, Internet records, and any other information contained on or within the Port Edwards School District computer system at any time, at the sole discretion of the Port Edwards School District, and I have no expectation of privacy regarding my use of this electronic data.

My signature on this form indicates that I agree to abide to all terms and provisions designated in the Employee Handbook and will comply with those policies and procedures as they are written and as they may be modified from time to time. I understand that if I fail to abide by these policies I can be disciplined, up to and including termination.

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Employee Signature

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Date