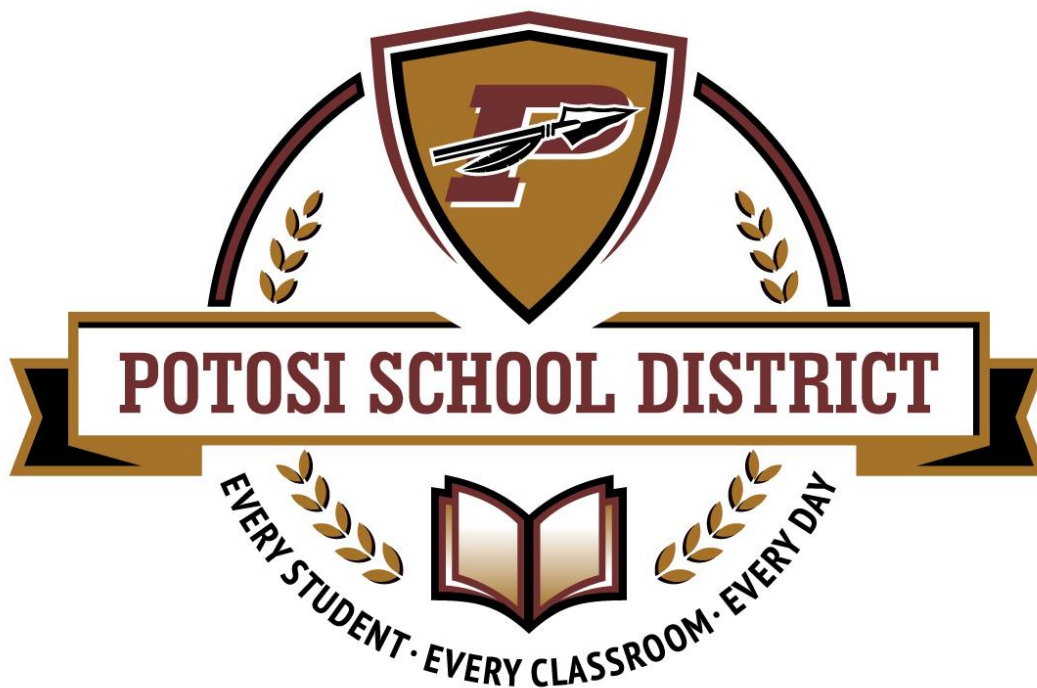


# Potosi School District

## PERSONNEL MANUAL



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## TABLE OF CONTENTS

<b>I.</b>	<b>MISSION &amp; VISION STATEMENTS</b>	<b>3</b>
<b>II.</b>	<b>DISTRICT INFORMATION</b>	<b>4-6</b>
<b>III.</b>	<b>GENERAL EMPLOYMENT POLICIES AND PRACTICES</b>	<b>7-11</b>
<b>IV.</b>	<b>EMPLOYMENT DEFINITIONS AND BENEFITS</b>	<b>12-17</b>
<b>V.</b>	<b>EMPLOYEE WORKING CONDITIONS</b>	<b>18-19</b>
<b>VI.</b>	<b>PERSONNEL RECORDS/PERFORMANCE REVIEWS/EVALUATIONS</b>	<b>20-21</b>
<b>VII.</b>	<b>GRIEVANCE PROCEDURE</b>	<b>22-26</b>
<b>VIII.</b>	<b>WORK RULES AND RULES OF CONDUCT</b>	<b>27-33</b>
<b>IX.</b>	<b>PROFESSIONAL DEVELOPMENT</b>	<b>33-34</b>
<b>X.</b>	<b>COMPENSATION</b>	<b>35-43</b>
<b>XI.</b>	<b>EMPLOYEE PERSONNEL MANUAL RECEIPT AND ACKNOWLEDGMENT</b>	<b>44</b>

# I. MISSION AND VISION STATEMENTS

## Vision Statement:

"The Potosi School District is recognized as a leader empowering students while embracing community support through a continuous pursuit of excellence."

## Mission Statement:

"The Potosi School District will focus on every student for developing his/her maximum potential, to foster academic excellence, along with career and college readiness through high quality instruction, character education, collaboration, and community involvement."

## Core Values:

1. Continuous Improvement
  - Quality teaching and learning and leading
  - Excellence
  - High expectations lead to higher performance, which in turn, empowers the individual.
  - Success driven by commitment and coherence
  - Not mistaking activity for achievement
  - Data Driven Decisions
  - Problem Solving
  - The impact of our teaching on student outcomes – collection of evidence
2. All students can learn when given the proper supports and care
  - Learning occurs at any time, any place, and at any pace.
3. Children Come First / Student-Centered / a Focus on the Whole Child
4. Passion and Commitment
5. Teamwork and Collaboration
6. Caring
  - Building relationships that foster trust and cooperation
7. Community of Character
  - Honesty, Integrity, Respect
  - Persistence and Courage
8. Community and Family Involvement and Input
9. Customer (students, parents, community) satisfaction
10. Accountability
  - As a school district, all adults must accept public and personal responsibility for the success or lack of success for each student
11. Safety (physical, emotional, students, staff, trust)
  - No Political Agendas

## II. DISTRICT INFORMATION

### DISTRICT EMERGENCY PROCEDURES

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

Calls will be placed to employee phone numbers beginning at 6:00 a.m. or as soon as practicable using the District's Notification methods if conditions warrant the closing of schools. Staff, students, and parents/guardians may also be notified by the District's automated dialer/Emergency Call System.

Local television and radio stations will also be notified by 6:00 a.m. or as soon as practicable. Please check local media if you do not receive a phone call.

Employees are encouraged to monitor these TV and radio stations.

#### Radio

WGLR, Lancaster; KIYX and WPVL, Platteville; WDBQ /KLYV/WJOD FM KDTH , & KAT-FM KGRR  
Dubuque

#### Television Stations

WMTV (NBC 15), WKOW (ABC 27), WISC (CBS), All from Madison.

### SECURITY

In the event of a medical or other emergency that **needs immediate action from emergency personnel**, call 9-1-1, and then inform your immediate supervisor as soon as practical.

In the case of a **building emergency** call: *Head Custodian or an Administrator*

In case of **other emergencies** call: *an Administrator*

### EMERGENCY CLOSING POLICY

Although the District will make every effort to remain open on scheduled workdays, there may be instances where conditions make it impossible to do so. These include, but are not limited to, severe weather, declared state of emergency, utility disruptions, natural disasters and terrorist actions. The following procedures will set forth employer and employee obligations regarding reporting to work, use of leave and pay issues when circumstances impact the District's ability to be open.

Procedures:

1. The District Administrator will have the authority to close District operations due to the circumstances listed above or any other circumstance that arises.
2. If the District is open, employees are expected to report to work on time as scheduled. Employees who are late or choose not to report to work will be expected to use vacation time or compensatory time as may be approved by their supervisor.
3. If District departments/offices are closed and employees are sent home or told not to report to work, the employees shall be compensated for their regularly scheduled hours or time, provided that:
  - a. Hourly employees will be expected to make up any time lost at such times as are approved by their supervisors. In lieu of making up the time lost, and depending on any make-up schedule, hourly employees may elect to use compensatory time or vacation time for the time lost.
  - b. Salaried employees will be expected to make up any time lost at such times as are approved by their supervisors.
4. Depending on the nature of the emergency, the District Administrator may elect to close certain offices/departments while others remain open.

## MANAGEMENT RIGHTS

### Delineation of Rights

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

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

### **III. GENERAL EMPLOYMENT POLICIES AND PRACTICES**

The Potosi School District believes that its employees are among its most important assets. This employee Personnel Manual will provide you with some of the information you will find helpful as an employee of the Potosi School District. It is important that you be familiar with and understand the information contained in this Personnel Manual.

This Personnel Manual is provided for informational purposes only and is intended to provide a general overview. Nothing in this Personnel Manual is to be interpreted to create an express or implied contract, covenant, promise or representation between the District and you. There is no employment agreement intended or implied by this Personnel Manual.

The Board reserves the sole right to add, change, withdraw, or revoke any or all policies or practices at any time for any reason, with or without advance notice.

Where benefits and other specific matters are addressed in any written employment contract signed and approved by the Board or its authorized designee, they are governed by the contract to the extent it applies. Except where there is express language in a contract that conflicts with the language in this Personnel Manual, this employee Personnel Manual supersedes and replaces any and all previously stated policies and practices, oral or written representations, or statements of the District including, but not limited to, those contained in any Personnel Manuals, Personnel Manuals or correspondence.

This Personnel Manual is intended to be used and read in conjunction with existing Board policies. While a number of Board policies are expressly included or referenced in this Personnel Manual, the fact that other policies are not specifically included or referenced in this Personnel Manual does not affect their applicability or enforceability.

The District is an equal opportunity employer. No person shall be denied employment or promotion on the basis of race, religion, creed, age, sex, national origin, race, ancestry, sexual orientation, handicap, disability, military status or any other basis prohibited by law.

All employees are expected to conduct themselves in a professional manner at all times.

#### **DISTRICT EXPECTATIONS**

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

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

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

#### ATTENDANCE

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as further specified in other parts of this *Personnel Manual*. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator. Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for using the appropriate reasons as defined in the *Leaves* section of this Personnel Manual. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work or to report on time on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

#### CHILD ABUSE REPORTING

- A. Wisconsin law requires all employees of Wisconsin public school districts to report suspected child abuse and neglect. In addition, school boards are to ensure all employees receive training provided by the Department of Public Instruction within six months of initial hiring and at least every five years thereafter.
- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county 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.



### COPYRIGHT

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

### CRIMINAL BACKGROUND CHECKS

All District employees are subject to criminal background checks and any new employees will be subject to criminal background checks.

### FALSE REPORTS

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

### INVESTIGATIONS

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

### LICENSURE/CERTIFICATION

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

### PERSONAL PROPERTY

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. This includes any potential damage occurring during a police search of district buildings and grounds. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.

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.

### PERSONNEL – STUDENT RELATIONS

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

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

### POLITICAL ACTIVITY

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

Definition of “Employer Resources”: Employees may not use employer resources for political activities. Employer resources include office supplies, electronic equipment including e-mail, facsimile and photocopying machines, bulletin boards and other public spaces (Use of bulletin boards requires authorization of the building principal and is off-limits to public use).

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

Employees are expected to avoid the following political activities:

- Using working hours or employer resources to solicit money or signatures or to make political contributions;
- Using non-work hours to solicit contributions, signatures or services from other employees who are on work time;
- Posting political materials in areas open to the public (generally, individual work stations that are not available to the public are exempted from this restriction);
- Using the employer’s mailing address as the return address for political solicitations;
- Providing employer mailing lists to any individual or organization for political solicitations if this information is not generally available to the public. (Note: the use and distribution of employer mailing lists to outside parties always requires prior authorization including an assessment of whether fees should be charged to cover production costs);
- Providing a forum for an individual candidate to promote his or her campaign without giving an equal opportunity to other candidates, for the same office, to participate in the forum;
- Political advocacy in the form of clothing items, armbands and buttons that cause a disruption in operations and/or violate the rights of others including the right to be free from discrimination, harassment and intimidation in the workplace

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

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

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

## **IV. EMPLOYMENT DEFINITIONS AND BENEFITS**

### JOB CLASSIFICATIONS

Class I - Professional Staff – Staff under individual contract per WI Statutes  
Full-time, and Permanent Part-time

Class I Employees include:

- A. Licensed District Staff (Administrator, Principal, and those with admin licenses including the District Administrative Assistant for Finance).  
Possess written contracts subject to WI Stat. 118.24
- B. Licensed Teachers including Counselors, Special Education, and Classroom.  
Possess written contracts subject to WI Stat. 118.22

Class II - Support Staff (Effective July, 1 2013 for this category upon contract expiration)

- A. 12 month Full Time
- B. 9 month Full Time
- C. Permanent Part-time

Class II A Employees include: Book keeper, Head Custodian, District Secretary, and Custodians  
assigned full year.

Class II B Employees include: Food Service Coordinator and Teaching Assistants  
assigned 30 or greater hours/week.

Class II C Employees include: Teaching Assistants assigned less than 30 hours per  
week.

Class III – Temporary or Limited Term Part-Time Employees, which include: Substitute Teachers, Substitute Teaching Assistants, and any other substitute position.

### JOB BENEFITS

All full-time Class I and Class II A & B employees shall be entitled to the following benefits. All benefit plans and providers will be established and/or designated from time to time by the Board:

Health Insurance - All full-time Class I and Class II A & B employees who meet the requirements of the health insurance plan shall have the option of participating in a group health insurance plan. The plan carrier and the level of the benefits offered shall be designated by the Board. Those employees who choose not to participate in the group health insurance plan waive their right to this benefit until such time as a change in circumstances or open enrollment permits an employee to commence participation. For Class I and Class II A & B employees, the Board pays the premium for single or family health insurance in the

amount of 87.4 % of the monthly premium. Each Class I and Class II A & B employee covered by the group health insurance plan shall contribute 12.6% of the monthly premium toward the cost of the plan (single or family) selected by the employee. Eligible Class I employees may choose an alternate benefit plan in lieu of health insurance at the rate equivalent to the district cost of single health coverage for an employee (Cost = Premium – employee contribution for those taking health insurance).

Dental Insurance - A dental plan shall be furnished to all full time Class I and Class II A & B employees and their dependents. The plan carrier and the level of the benefits offered shall be designated by the Board. Those employees who choose not to participate in the group dental insurance plan waive their right to this benefit until such time, if any, as a change in circumstances or open enrollment permits an employee to commence participation. For Class I and Class II A & B employees, the Board pays the premium for single or family dental insurance in the amount of 87.4 of the monthly premium. Each Class I and Class II A & B employee covered by the group dental insurance plan shall contribute 12.6% of the monthly premium toward the cost of the plan (single or family) selected by the employee.

WRS – The District participates in the Wisconsin Retirement System and pays the actuarially determined employer contribution for those Class I & Class II employees who are eligible to participate. Each eligible employee shall be required to contribute to the Wisconsin Retirement System an amount equal to one-half of all actuarially required contributions.

### ELIGIBILITY REQUIREMENTS FOR BENEFITS

#### Health and Dental Plans

Administrators, Teachers and Support Staff (Class I & II): Eligibility= 30 hours per week or more employment. Employees who work fewer than 30 hours per week are permitted into the groups at their own cost.

#### Group Life Insurance & LTD

All Administrators, Teachers & Support Staff:  
Eligibility = 30 Hours a week or more

#### 403B & Section 125 Plans

Employees are eligible to participate as provided under each plan document. Notices pertaining to the availability of each plan are provided as required by law.

- a. 403B: Annuitants are subject to the 403B adoption agreement initially executed on 11/17/2008 (Administered by the Potosi School District).
- b. Section 125: The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended (Administered by MA Health Plans).

## COBRA LAW CONTINUATION OF DISTRICT HEALTH PLAN PARTICIPATION

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

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

### LEAVES

#### Leave Days and Accumulated Sick Leave

All full-time Class I and Class II A employees shall be entitled to 14 days of leave with pay each year commencing on July 1. Leave may be taken for illness of self, family, or personal reasons (Only 11 leave days may carry over to accumulated leave). Unused leave may accumulate to a maximum of ninety (90) working days. Accumulated leave may be used for personal illness OR for such other reasons as may be required by the Wisconsin or Federal Family and Medical Leave law.

All full-time Class II B employees shall be entitled to 12 days of leave with pay each year commencing on July 1. Leave may be taken for illness of self, family, or personal reasons (Only 9 leave days may carry over to accumulated leave). Unused leave may accumulate to a maximum of ninety (90) working days. Accumulated leave may be used for personal illness OR for such other reasons as may be required by the Wisconsin or Federal Family and Medical Leave law.

All Full time Class I, II A, & II B employees are limited to no more than 4 leave days in any given year for purposes assigned as personal days used for vacation or reasons that do not require absence during school hours: (Example of required may be a legal appointment) This leave is part of the leave referenced in the two preceding paragraphs.

#### The following rules apply:

- a. Application for such leave must be made to the principal or immediate supervisor at least two (2) work days before taking such leave, except in case of emergency;
- b. The District reserves the right to allow no more than two (2) teachers from grades K-8 and two (2) teachers from grades 9-12 to be absent on personal vacation leave on any one day.
- c. Leave of 3 days or greater must be approved by the administration.

Any employee obtaining leave benefits by fraud, deceit or falsified statements shall be subject to disciplinary action including, but not limited to suspension or dismissal. If such conduct is suspected, the District may require a physician's statement to verify personal or family illness.

Paid sick leave will be prorated for part-time Class I employees and Class II C employees based on the percentage of full-time employment worked. No paid sick leave will be available to Class III employees. Leave must be used in 1-hour increments except where otherwise required by Family and Medical Leave laws.

Class I employees shall be paid an amount equal to half the current substitute teacher pay for any sick leave days accumulated beyond ninety (90) days or for any unused accumulated days (upon termination of employment) provided the teacher has been employed by the district for a period of four (4) or more years. The payment shall be made by the District on or before September 1st of the following school year provided the employee has settled all financial obligations with the District.

Vacation

Vacation allowance for Class II A employees accrues on the basis of 1/12th of the annual vacation allowance for each month of employment commencing each July 1. Annual vacation is based on the following schedule:

Employment <u>Year:</u>	Vacation entitled to be taken during <u>Year (July 1 – June 30)</u>
1	1 Week
2 thru 7	2 Weeks
8 thru 14	3 Weeks
15 thru 30	4 Weeks
Over 30	5 Weeks

Vacation for part-time employees is prorated accordingly from July 1 through June 30. Employees may take vacation as approved even if it has not yet been earned up to the yearly maximum. Vacation taken in excess of what is earned must be paid back to the district at daily rate of pay if the employee separates from the district during the contract year.

- \*Only one custodian may be on vacation in any given week unless approved by the administrator.
- \*12 Month employees who do not use all of their earned vacation in a year will be paid for each unused full day at the rate earned by a substitute custodian for an 8-hour day.
- \*The School Office Secretaries (who are more than 9 month employees) will be granted 2 weeks of paid vacation per year to be taken during the summer.

### Holidays

The following holidays shall be observed:

All Class II A employees will receive holiday pay as follows:

New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day and New Year's Eve Day.

Class II B employees will receive holiday pay for:

New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

Class II C employees receive prorated holiday pay equivalent to the number of hours assigned on a daily basis. 12 month part-time employees receive holiday pay on days listed as II A; while school year part-time employees receive holiday pay on days listed as II B.

Class III employees will not receive holiday pay.

\*If holidays fall on a weekend, the employee will have either the work day before the weekend, or the work day after the weekend at the direction of administration.

### Jury Duty

All employees summoned for jury duty shall, at the employee's option, receive full pay while summoned for or serving on a jury on their regular work days up to 10 days per year. Any employee, who exercises this option to receive full pay, must turn in to the District any compensation, excluding any mileage or meal allowance, received for such duty.

### Military Leave

Employees shall be granted military leave in accordance with applicable federal and state laws.

### Family and Medical Leave

It is the policy of the Potosi School District to comply with all applicable state and federal laws concerning child-rearing, personal illness or family illness leave. District policies regarding employee rights and responsibilities under FMLA can be found in policies: 1630.01, 3430.01, and 4430.01.

Leaves provided by the District, which are taken for the same reasons as leaves covered by the FMLA, are not in addition to leave provided under the FMLA. If leave qualifies for family or medical leave under both the federal and state laws, the leave used counts against the employee's entitlement under both state and federal FMLAs concurrently. Leave covered by the FMLA will be deducted from the annual entitlement under the FMLA.

If an employee is eligible for leave under the Federal Family and Medical Leave Act, the District will require the employee to substitute any earned or accrued vacation or personal days to which the employee is entitled, for child rearing or family illness leave provided under the Federal Law and thus convert the unpaid leave into paid leave. Also, the District will require employees to substitute any sick leave to which the employee is entitled, for personal illness leave provided under Federal Law, and thus convert the unpaid leave into paid leave. When paid leave is



substituted for unpaid leave under Federal Law, the substitute leave will be counted as leave taken under the Federal Law.

#### Unpaid Leave of Absence

Approval of leave without pay is dependent on circumstances in each case. The basic purpose of leave without pay is to preserve an employee's continuity of service through emergency or necessary periods of absence. Leave of absence without pay must be approved by the Potosi School Board prior to taking the leave. No benefits, paid leave, vacation or seniority accrue during a leave of absence.

Generally, unpaid leaves of absence exceeding thirty (30) days will only be granted as a reasonable accommodation for a disability. The employer, at its discretion and expense and consistent with state and federal law, may require any employee to submit to a physical exam to determine the extent of an illness, or injury during a leave of absence for that purpose. An employee who exhausts his/her sick leave credits and family and medical leave and is still unable to return to work, may request an unpaid leave of absence for a period of no more than one (1) year.

Participation in the employer's insurance and other benefit programs can be continued during unpaid leaves of absence provided the employee reimburses the District for any premiums and further provided continuation is permitted by the carrier.

### WORKER'S COMPENSATION

The District provides Worker's Compensation in conformance with state law.

### EXPENSE ALLOWANCES

Expense allowances will be granted only upon authorization of District Administrator. The employee shall present itemized expense accounts accompanied by the appropriate receipts. Expense allowances for the use of personally owned automobiles shall be reimbursed at a rate established by the IRS.

Fees for authorized or required attendance at conferences or other programs will be paid by the District or Personal In-service Committee per which entity approved the request. Cost of meals, hotel rooms, and other business related expenses adequately documented and approved will be reimbursed subject to board policy.

## V. EMPLOYEE WORKING CONDITIONS

### HOURS AND SCHEDULE

All full time Class I employees are expected to be at work between the hours of 7:45 a.m. and 3:45 p.m. “At Work” is defined to mean being in the school building (either inside or outside of one’s classroom) and ready to perform work. In addition, all Class I employees, whether full-time or part-time, shall be expected to perform duties as may be required by their positions including, but not limited to, attending staff meetings, elementary open house, elementary Christmas Concerts, in-services, and other events to support the job description as required by administration.

The hours of full-time Class II A and Class II B employees will generally be an 8-hour day, which includes one-half hour of paid lunch or dinner time.

Normal business hours of the District are 7:45 a.m. to 3:45 p.m.

The hours of part-time employees will be determined by the administration.

### RESIGNATIONS

All employees are expected to provide a two week notice to Administration. Resignation of employees with individual contracts shall be governed by the contracts (All Class I employees have or should have written contracts).

Employees who sign a teaching contract may resign by presenting a written resignation to the superintendent by May 31 for the following school year. At the time the resignation is tendered, if subsequent to May 31, teachers shall submit a check for liquidated damages according to the following schedule:

- a. Six hundred dollars (\$600.00) if the employee’s resignation is effective on or after June 1, but before July 1.
  - b. One thousand dollars (\$1,000.00) if the employee’s resignation is effective after July 1, but before July 31.
  - c. One thousand five hundred dollars (\$1,500.00) if the employee’s resignation is effective on or after August 1, but before August 15.
  - d. Two thousand dollars (\$2,000.00) if the employee’s resignation is effective on or after August 15, or if the employee’s resignation is effective on or after the start of the school year.
- B. The Board in its discretion may waive the liquidated damages.
- C. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.
- D. The Board is not precluded from seeking and recovering the actual amount of damages

resulting from a breach of individual contract.

- E. The Board, in its discretion, may refuse to release a Class I employee from his or her contract. In the event a release is refused, the liquidated damages shall be returned to the employee.

#### JOB VACANCY/TRANSFER

When a job vacancy occurs, or a new position is created, the District shall state in the posting and/or advertisement the minimum requirements necessary for an application to be considered. Employees may apply for any vacancy for which they are qualified, but the District reserves the right to select the most a qualified candidate who best meets the District's needs to fill any vacancy.

#### JOB ASSIGNMENTS

Class and supervisory assignments shall be made to Class I employees based on areas of certification and needs of the District. Class II and Class III employees will receive specific assignments upon hire and ongoing as needed. In the event of a resignation, retirement or other vacancy, the District may require employees to transfer on a more frequent basis.

#### CALENDAR

The school calendar shall be established annually by the Board.

#### PAY PERIODS

Pay checks will be distributed/direct-deposited on the 15<sup>th</sup> & 30<sup>th</sup> of each month. The district office picks up time cards of hourly employees but reserves the right to require other methods of delivery and accounting for time at work. The first pay period of the new school year is Aug. 30.

Teacher Pay: Teachers will be paid in 20 installments beginning on August 30 and ending on June 15. If a teacher requests in writing they may be paid in 24 installments. If 24 installment is requested: 4 pay periods will be distributed/direct-deposited on May 30 (for May 30, June 15, June 30, July 15) followed by 2 on June 30 (July 30, Aug 15).

## **VI. PERSONNEL RECORDS / PERFORMANCE REVIEWS / EVALUATIONS**

### **PERSONNEL RECORDS**

The Potosi School District is responsible for the custody and maintenance of all personnel-related information concerning employees, including:

- \* Employee Applications
- \* Job Descriptions
- \* Employee Evaluations
- \* Employee Grievances
- \* Employee History
- \* Employee Benefits
- \* Employee Work Records
- \* Social Security Number
- \* Tax Records
- \* Other Pertinent Information

Information contained in an employee's personnel file is considered a public record unless otherwise provided by law or in the event it is determined that an employee's interest in privacy outweighs the public's interest in disclosure of a specific record.

The employee's file will be made available upon request by the employee; but such access shall be under close supervision to assure that the file is not altered. Memoranda concerning poor performance or misbehavior will be directed to the employee and discussed with the employee prior to insertion in the official personnel file. Documentation of a verbal counseling session is acceptable if a copy of the documentation is directed to the employee and also a copy sent to the official personnel file.

Employee records will be updated as necessary.

### **EMPLOYEE EVALUATIONS**

Employees will be evaluated by their supervisor on the prescribed forms adopted by the Board. The Board has adopted the CESA 6, Dr. James Stronge, Educator Effectiveness Model to evaluate teachers, principals, and education specialists. Support staff will be evaluated by their supervisor, who will review the evaluation with the employee. The employee will be given the opportunity to add written comments following the supervisor's evaluation. The employee will be asked to sign the evaluation. The employee may request a copy of the evaluation. The original of the evaluation will be filed in the employee's personnel file. Evaluations may be conducted at such times as may be deemed appropriate by supervisors or the Board.

## EMPLOYEE NONRENEWAL, DISCIPLINE AND DISCHARGE

### Unsatisfactory Performance:

Class I employees whose performance is deemed unsatisfactory may be non-renewed under the procedures described in Wis. Stat. sec. 118.22 and 118.24 or their employment may be terminated.

Class II and Class III employees whose performance is deemed unsatisfactory may be discharged at any time. This will be a function of the district administrator's responsibility.

In lieu of discharge or nonrenewal, the Board, or the Administration in their discretion, may elect to pursue other remedial options including but not limited to the establishment of performance plans, demotion, salary or wage reduction or attendance at conferences or programs intended to assist the employee in the performance of his or her responsibilities.

### Misconduct

The disciplinary procedure for non-compliance with work rules, state laws or Board policy generally shall be as follows. However, depending on the severity of the offense, nothing in this policy prohibits the District from imposing greater or lesser discipline than that provided below or from pursuing remedial options similar to those described in the preceding subsection:

- (a) First offense—counseling and documentation in personnel file
- (b) Second offense--written reprimand
- (c) Third offense--suspension
- (d) Fourth offense--termination

## **VII. GRIEVANCE PROCEDURE**

Grievances may be filed in accordance with the procedures described in this section with respect to discharge, discipline or issues pertaining to workplace safety. A grievance may be initiated by any employee. An employee may be represented at all stages of the grievance procedure by a representative of his or her choice.

### DEFINITIONS

1. Grievance: A complaint arising from termination, discipline or issues pertaining to workplace safety.
2. Bifurcation: Splitting the case into more than one element to deal with issues independently. Example: If a grievance has a timeliness issue, it may be addressed prior to the violation being grieved.
3. Consolidation: For multiple grievances which relate primarily to the same subject matter or issue, the joinder of the grievances for procedural and hearing purposes.
4. Days: Unless otherwise specifically stated, for purposes of this policy, shall mean calendar days. The time limits provided for herein are substantive and a grievant's failure to process a grievance within the time limits stated herein shall be deemed a waiver and settlement of the grievance, unless, if mutually agreed upon by both parties in writing, time limits are waived or extended.
5. Employee: All employees of the District. For employees in collective bargaining units, the grievance procedure in any collective bargaining agreement that predates this policy shall supersede this policy for the duration of the agreement.
6. Employee Discipline: Includes suspension (either paid or unpaid) or a reprimand that is placed in the personnel file. Employee discipline does not include: letters of performance expectations, or performance improvement plans, evaluations, or performance reviews of employees, transfers, demotions, or changes in job assignments, or placement on paid administrative leave such as during an investigation pending a decision leading to discipline.
7. Termination: Discharge from employment for rule violations, unsatisfactory performance or misconduct. Termination does not include: voluntary quit, layoff and/or workforce reduction, failure to be recalled from layoff, job abandonment (e.g., failure to report for work or return from a leave), resignation in lieu of discharge, termination due to lack of appropriate licensure, medical condition or other inability to perform job duties, end of employment of a temporary, seasonal or contract employee, retirement or nonrenewal under Wis. Stat. secs. 118.22 or 118.24.
8. Workplace Safety: A violation of a state or federal regulation on health and/or safety standards in the workplace that is applicable only to the safety of an employee or employees and not the endangerment of property.

### PROCEDURE

Employees are encouraged to attempt to resolve disputes informally with their immediate supervisor. However, informal attempts to resolve disputes shall not impact the timeliness requirements of the grievance process in the absence of mutual written agreement.

## INITIAL FILING

### Discipline and Termination

In cases of termination or discipline, the employee must file his or her grievance on the form provided by the District with the District Administrator within ten (10) days of the date the notice of discharge or discipline, was sent or given.

The District Administrator shall either refer the grievance to the grievant's building principal or other administrative supervisor (e.g., the Business Manager, HR Director, etc...) within three (3) business days of receipt of the grievance or shall, in his or her discretion, personally handle the matter. The administrative supervisor or District Administrator shall meet with the grievant and/or the grievant's designated representative within ten (10) days after receiving the written grievance. The administrative supervisor or District Administrator shall respond in writing to the written grievance within ten (10) days of the meeting or, if the administrative supervisor or District Administrator determines that further investigation is warranted, at a later date as determined by the administrative supervisor or District Administrator, but in no event later than sixty (60) days after receiving the written grievance. If further investigation is warranted, the administrative supervisor or District Administrator shall notify the grievant in writing of the investigation within ten (10) days of the meeting.

If the grievant is not satisfied with the written response, the employee must request in writing a hearing within ten (10) days of the date the response, was sent or given. If no written response is provided in the above timeframe, the employee must request in writing a hearing within fifteen (15) days of the meeting with the administrative supervisor or District Administrator or, if the administrative supervisor or District Administrator has notified the employee of a further investigation, within sixty-five (65) days of the date of the notification. The request for a hearing shall be on a form or forms provided by the District and shall be filed with the District Administrator.

### Workplace Safety

For issues pertaining to workplace safety, the employee must first bring the safety concern to his or her immediate supervisor in writing within ten (10) days of the date on which the issue arises. The supervisor shall respond to the concern in writing within ten (10) days.

If the employee is not satisfied with the response, the employee shall file his or her grievance on the form provided by the District with the District Administrator within five (5) days of the date the supervisor's response was sent or given or, if no written response is received from the employee's immediate supervisor, within fifteen (15) days of the date of the filing of the concern with the immediate supervisor.

The District Administrator shall either refer the grievance to the grievant's building principal or other administrative supervisor (e.g., the Business Manager, HR Director, etc...) within three (3) business days of receipt of the grievance or shall, in his or her discretion, personally handle the matter. The administrative supervisor or District Administrator shall meet with the grievant

and / or the grievant's designated representative within ten (10) days after receiving the written grievance. The administrative supervisor or District Administrator shall respond in writing to the written grievance within ten (10) days of the meeting or, if the administrative supervisor or District Administrator determines that further investigation is warranted, at a later date as determined by the administrative supervisor or District Administrator but in no event later than sixty (60) days after receiving the written grievance. If further investigation is warranted, the administrative supervisor or District Administrator shall notify the grievant in writing of the investigation within ten (10) days of the meeting.

If the grievant is not satisfied with the written response, the employee must request in writing a hearing within ten (10) days of the date the response, was sent or given. If no written response is provided in the above timeframe, the employee must request in writing a hearing within fifteen (15) days of the meeting with the administrative supervisor or District Administrator or, if the administrative supervisor or District Administrator has notified the employee of a further investigation, within sixty-five (65) days of the date of the notification. The request for a hearing shall be on a form or forms provided by the District and shall be filed with the District Administrator.

#### Administrative Supervisors

In the event an administrative supervisor has a grievance, he or she shall file the initial grievance, whether the grievance pertains to termination, discipline or workplace safety, with the District Administrator, who shall process the grievance utilizing the same timelines and procedures as are set forth above for grievances from other employees grieving discipline or discharge.

#### District Administrator

Grievances by the District Administrator shall be filed with the Chair of the School Board's Personnel Committee and the Committee shall exercise the same functions as are exercised by administrative supervisors or the District Administrator for grievances filed by other employees. The same timelines and procedures shall apply except that, if the District Administrator is not satisfied with the Committee's written response, the request for a hearing shall be filed with the Chair.

#### Consolidation of Grievances

In the event more than one employee files a grievance related to the same facts or subject matter, the grievances may be consolidated.

### HEARINGS

Within fifteen (15) days of the District Administrator or Chair receiving the hearing request or the next regular Board meeting, whichever is later, the School Board shall appoint an impartial hearing examiner to hear the grievance. The impartial hearing officer shall be an attorney licensed to practice law in the State of Wisconsin or other individual with experience and expertise in public sector labor relations.



Upon appointment, the hearing officer shall set a hearing date, and inform both the employee and the District Administrator of the hearing date. If the District Administrator is the grievant, the hearing officer shall notify the Chair of the Personnel Committee. The hearing shall be held within thirty (30) days after appointment of the hearing officer. In the event of a bifurcated hearing, the first hearing shall be held within thirty (30) days after appointment of the hearing officer.

The hearing officer shall conduct the hearing informally and impartially in such manner as he or she deems best calculated to ascertain the correctness of the allegations of the grievance. The District may request bifurcation of the grievance if timeliness or other issues not relating to the merits of the case are in question. A record shall be made of the hearing in such form as the hearing officer determines is appropriate but shall, at a minimum, include an audiotape of the hearing and preservation of all written materials presented at the hearing.

The hearing officer will abide by the following guidelines:

1. Rules of evidence and procedure as applicable in civil and criminal cases do not apply. (Example: A second party may share what they heard, which could be considered “hearsay” in other legal proceedings.)
2. The scope of authority is limited to the issue in question of the specific case. A broad decision that would bring into play other policies and issues is not within the authority of the hearing officer.
3. The grievant shall have the burden of proof on all issues.

The hearing officer shall have the authority, after having heard whatever evidence he or she deems sufficient, to act as follows:

- a. Uphold the termination of the employee.
- b. Uphold the discipline imposed on the employee.
- c. Reduce the original penalty.
- d. Dismiss the grievance.
- e. In work safety cases, if the hearing officer determines that a safety hazard exists, the hearing officer may enter such orders as are reasonably necessary to remedy the safety hazard or, if the hearing officer determines that no safety hazard exists, may dismiss the grievance.
- f. In discipline and termination cases, if the hearing officer determines, based on an arbitrary and capricious standard, that the evidence does not support the disciplinary action taken or the termination, the employee may be reinstated, and the hearing officer may order that the employee be paid and/or reimbursed for all or part of his or her salary and benefits, may order that a letter, indicating that the disciplinary action was reversed and that the specific charge should not be considered in any future actions, be placed in the employee’s personnel file, or may order that the employee’s personnel file be expunged of all material relating to the discharge or discipline or any combination of the foregoing.
- g. The hearing officer’s decision shall be in writing and shall be served by first class mail upon the grievant and the District Administrator or Chair and representatives for the grievant and District, if any.

The grievant or, on behalf of the District, the District Administrator or Chair of the Personnel Committee, may appeal the hearing officer's decision to the School Board. Any appeal of the hearing officer's decision shall be made in writing on a form or forms provided by the District within fifteen (15) days of the date of the hearing officer's written decision.

The Board shall review the record of the hearing within thirty (30) days of the receipt of the appeal and issue a written decision within ten (10) days thereafter. The Board shall have the right to affirm, modify or overrule the hearing officer's decision in whole or in part or it may remand the grievance to the hearing officer with directives as determined to be appropriate by the Board. The Board shall not hold any hearing or accept any additional information or evidence on the grievance but shall base its decision exclusively on the record of the hearing. The Board may, in its exclusive discretion, permit written arguments to be filed by or on behalf of the grievant or District Administrator or Chair. If written arguments are permitted, the appeal timeline for review of the record shall be extended from thirty (30) to ninety (90) days.

The decision shall be served by first class mail upon the employee, the District Administrator or Chair, and their representatives, if any.

## **VIII. WORK RULES AND RULES OF CONDUCT**

These work rules constitute the general work rules applicable to employees of the Potosi School District. The application and implementation of these rules may vary between individuals or work units due to the nature of the work or as specific circumstances require. Likewise, these work rules do not constitute the entire list of potential actions or violations for which employees may be disciplined. State and federal statutes and regulations also govern the workplace. Violations of these rules will also result in appropriate disciplinary action.

### **INCIDENTS, ACCIDENTS AND INJURIES**

Any employee involved in an incident, accident or injury, including property-damage only accidents or incidents, irrespective of fault, during working hours or while using any District-owned machinery, vehicle or other property, shall report the incident, accident or injury to the District Office within 24 hours (excluding weekends and holidays) of the occurrence of the incident, accident or injury. (*See, also, Workplace Safety section.*)

### **WORK STOPPAGE**

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

### **ACCEPTABLE USE POLICY**

Employees are expected to use their computers in a professional and business-like manner. While the District encourages and supports employee use of computer systems as a means of improving productivity, certain restrictions are necessary to avoid improprieties, ensure that established standards are met, and maintain appropriate security of computerized data.

Computers, computer files, any e-mail system, and software furnished to employees are District property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.

Employees are required to abide by the federal copyright laws and to abide by all licensing agreements.

The district will require a signed District Acceptable Use Agreement with all employees as a requirement for employment.

GENERAL RULES OF CONDUCT

The following conduct is prohibited:

- (1) Insubordination, including disobedience, failure or refusal to follow written or oral instruction of supervisory authority, or to carry out work assignments.
- (2) Neglecting job duties or responsibilities.
- (3) Loafing, loitering, sleeping or engaging in unauthorized personal business or visiting.
- (4) Disclosure of confidential information and records.
- (5) Falsifying records or giving false information to other agencies or private organizations or to employees responsible for record keeping.
- (6) Failure to observe all safety rules and practices, including the use of protective equipment and clothing or the unsafe operation of vehicles and equipment.
- (7) Failure to report accidents or injuries including traffic accidents.
- (8) Failure to report promptly at the starting time of a work day or shift or leaving before the scheduled quitting time of a work day or shift or failure to notify the proper authority of impending absence or tardiness.
- (9) Leaving the place of duty during a work day or shift without permission of the immediate supervisor.
- (10) Failure to observe the time limits of lunch or rest periods.
- (11) Abuse or misuse of District property, equipment or materials.
- (12) Stealing, pilfering or unauthorized possession or use of District property, equipment or materials, including, but not limited to, computers, telephones or mail or copy service.
- (13) Threatening, attempting or inflicting bodily harm or injury.
- (14) Threatening, intimidating, interfering with, or using abusive language towards others.
- (15) Horseplay, including practical jokes, pushing, running or throwing objects.
- (16) Failure to observe no smoking regulations.
- (17) Unauthorized possession of weapons.

- (18) Possession of or use of alcoholic beverages or illegal drugs while on District time or property.
- (19) Reporting for work in an unsafe condition or under the influence of alcoholic beverages or illegal drugs.
- (20) Immoral conduct.
- (21) Selling commercial products or services on District property without authorization.
- (22) Unauthorized solicitation of funds or donations for any purpose.
- (23) Unauthorized distribution of printed matter on District property.
- (24) Unauthorized lending, borrowing or duplication of keys to District vehicles, property or other appurtenances.
- (25) Inappropriate dress or grooming.
- (26) Soliciting or accepting any unauthorized compensation, reward or gift from outside sources for any matter related to the employee's activities as an employee of the District.

### CODE OF ETHICS

Definitions. For purposes of this section, unless otherwise provided below, the definitions found under Wis. Stat. sec. 19.42 shall be used:

Anything of value: Anything which influences or gives the appearance of influencing the manner in which employees perform their work, make decisions or otherwise carry out job duties, for example a gift, favor, service or promise of future employment.

Personal and Private Interest: An interest including, but not limited to, a financial interest, which pertains to a person, firm, corporation, partnership or association whereby such person, firm, corporation, partnership or association would gain a special benefit, privilege, exemption or advantage from the action of the District.

Confidential Information: Information gained under governmental authority or in the course of one's employment with a governmental authority, which is not to be released to the general public because:

- (a) Release of such information is expressly prohibited by statutes; or
- (b) A formal decision has been made that release of such information would be harmful to the public interest.

District Property: Items including, but not limited to, leased or owned facilities, vehicles, supplies, equipment, stenographic assistance, and duplicating services of any kind where a direct cost to the District may be identified.

### CONFLICT OF INTEREST

Employees may not use their public position or influence to gain unlawful benefits, advantages or privileges for themselves, for members of their immediate families, or for any other persons.

Persons and businesses with whom or with which an employee has significant fiduciary relationships may not enter into any contract with the District which is to be paid in whole or in part out of District funds unless the contract has been awarded through public notice, competitive bidding or any other process as provided for by law and is otherwise permitted by law.

No employee shall solicit, receive or agree to receive any compensation, gift, reward, gratuity or anything of value from any source except the District for any matter or proceeding connected with or related to the duties of the employee, unless otherwise provided by law. Gifts of nominal value for holidays or “thank you” gifts at the end of a school year are acceptable. Compensation, gifts, rewards or gratuities that cannot practically be returned shall immediately be turned over by the employee to the office. All such compensation, gifts, awards or gratuities shall be considered District funds or District property.

Honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time and not directly related to their employment by the District shall not be prohibited unless a conflict of interest exists.

The District recognizes that the substantial and continuous conflicting interests between District staff and private business representatives doing business with the District can often result in offers of something of value, i.e., meals, refreshments, transportation, etc. Employees shall decline such offers to avoid the interpretation that their official judgment or behavior may be influenced.

This prohibition does not include the acceptance of loans from banks or other financial institutions on customary terms of finance for personal use such as home mortgage loans or the acceptance of unsolicited advertising or promotional material such as pens and calendars, or the acceptance of an award for meritorious public or personal contributions or achievements.

### CONFIDENTIAL INFORMATION

Employees shall not disclose confidential information gained through their official position, except as authorized or required by law, nor shall they otherwise use such information for their personal gain or benefit. Particular attention and fidelity to student records disclosure is required of all employees in accordance with state and federal law and Board policy.

Employees shall not accept employment or engage in any business or professional activity, which they might reasonably expect, would require them to disclose or act upon the disclosure of confidential information acquired by them because of their official position.

### USE OF DISTRICT PROPERTY FOR PRIVATE PURPOSES

Employees of the District shall not use District property or equipment for their private use or for any other use than that which serves the public interest. The District stresses that employees use common sense and honesty in ensuring that District property, facilities and equipment are not used for personal gain or advantage. This includes, but is not limited to, using District owned stationery, postage, typing or reproduction services for social organizations or groups. With prior approval, the after -hours use of District facilities for public meetings may be appropriate.

### DRUG AND TOBACCO-FREE WORKPLACE POLICY

The District is committed to providing employees an environment that is drug free. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by an employee is prohibited on District at all times. Employees who possess, sell or distribute drugs on or off District property, or who appear for work under the influence of drugs (other than prescription drugs taken in accordance with the prescription that do not impair an employee's ability to function or pose a safety hazard) will be terminated from employment.

A. It is a violation of District policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs on the job. It is a violation of District policy for any employee to report to work under the influence of illegal drugs. It is a violation of District policy for any employee to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications.)

Any employee who is convicted for any violation of this policy must notify his/her supervisor within five (5) days of such conviction. Failure to do so may result in termination of employment. It is a violation of District policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs on the job.

B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.

### HARASSMENT AND OFFENSIVE BEHAVIOR IN THE WORKPLACE

#### Policy and Complaints

It is the policy of the District to maintain a respectful work and public service environment. The District prohibits, and will not tolerate harassing or offensive behavior by or towards any employee. Any employee of the District who engages in such behavior is subject to disciplinary action.

One specific kind of harassing or offensive behavior is sexual harassment. Sexual harassment, which can consist of a wide range of unwanted and unwelcome sexually directed behavior, is defined as:

Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when:

1. Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment or of obtaining public services;
2. Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment or public services; or,
3. Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work or public service environment.

Behavior prohibited by this policy can include unwelcome sexual remarks or compliments, sexual jokes, sexual innuendo or propositions, sexually suggestive facial expressions, kissing, touching and sexual contact.

Any person who feels he or she is being subjected to harassing or offensive behavior of any kind should feel free to object to the behavior and shall also report the behavior to his or her supervisor. Any supervisor who receives a complaint of discriminatory, violent or offensive behavior or who has reason to believe that such behavior is occurring shall report these concerns to the Principal.

All complaints of harassing or offensive behavior will be investigated promptly, fairly and completely by Principal or, if the Principal is the subject of the complaint, by a qualified investigator selected by the Board or District Administrator. The facts shall determine the response to each complaint. Each situation will be handled as discreetly as possible. Resolution of complaints can include, but not necessarily be limited to, an apology, transfer, direction to stop the offensive behavior, counseling or training, verbal or written warning, suspension with or without pay or termination. In the event that harassment or offensive behavior reoccurs, it should immediately be reported to the Principal.

Employees should understand that this policy applies to each and every employee of the District. The District prohibits and will not tolerate retaliation or intimidation directed towards anyone who makes a complaint.

Reference: Board Policy 1662 Employee Anti-Harassment



## WORKPLACE SAFETY

A. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

a. Fire safety is an essential element of having a safe working environment. Employees should know the following:

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

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

b. Safety clothing and protective devices must be worn to comply with the standards and requirements of OSHA.

B. Reporting Requirement: An employee shall report in writing all cases of accident or injury incurred in the performance of duties, on school property, or at school activities, to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken. Employees shall also report, in writing, each incident and/or injury involving a student, employee or school visitor that he/she witnesses. In addition, all employees are expected to report any unsafe practices or conditions affecting persons, property or equipment.

## **IV. PROFESSIONAL DEVELOPMENT**

### TRAINING AND EDUCATION

Class I non-administrative employees may obtain lane movement by acquiring credits to apply to the salary schedule.

#### PURPOSE

The Board and Administration will support the advancement of employees through attending and successfully completing, and implementing newly learned knowledge/skills from accredited courses that are pre-approved.

#### AUTHORIZATION REQUIREMENTS

1. All applicable courses must be pre-approved by the district administrator using the credit application form.
2. Criteria for approval will include that the course has a practical educational application.
3. Movement to the next lane will begin at the beginning of the school year after certification of course completion. (transcript presented to the district office.)

APPLICATION FOR COLLEGE CREDIT APPROVAL

EMPLOYEE NAME: \_\_\_\_\_

NAME OF COLLEGE/UNIVERSITY:  
\_\_\_\_\_

TERM START DATE: \_\_\_\_\_

COURSE CODE: \_\_\_\_\_

COURSE NAME: \_\_\_\_\_

COURSE DESCRIPTION AND APPLICABILITY:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TYPE OF PROGRAM:

\_\_\_\_\_ CREDIT FOR LANE MOVEMENT

\_\_\_\_\_ GRADUATE DEGREE

If this application is approved, I agree to submit a copy of my final grade to the district office upon receipt by the employee.

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ Approved or \_\_\_\_\_ Disapproved \_\_\_\_\_  
Supervisor's Signature Date

## **X. COMPENSATION**

### SALARY AND WAGES

#### Teacher Compensation (Class I)

The base salary for teachers will be established by the Board or through collective bargaining. In the event a bargaining unit remains for purposes of salary negotiation, the base salary will be negotiated according to law.

#### Support Staff Compensation (Class II)

The base wage for non-professional support staff will be established by the Board or through collective bargaining. In the event a bargaining unit remains for purposes of wage negotiation, the base wages will be negotiated according to law.

#### General Guidelines:

1. The teaching load for a middle school or senior high teacher is 6 regular academic classes, 1 study hall or supervision, 1 preparation period, and shorter time assignments such as but not limited to homeroom supervision, in an 8 hour day.
2. A teacher shall be paid \$1500 per semester for assigned duties or additional regular academic classes to be taught, at the direction of the administration, that replace a study hall/supervision or prep period.
3. A teacher's daily salary rate shall be determined by dividing his/her annual salary by 190.
4. Teachers required in the course of their work to drive personal automobiles shall receive a car allowance equal to the current I.R.S. rate per mile, subject to prior approval by the administrator. The same allowance shall be given for use of personal cars for field trips or other district business.
5. The use of regular teachers as substitute teachers shall be avoided whenever possible. In the event regular teachers covered by this agreement are used as substitutes during their preparation time, said teacher shall be compensated \$13.00 per class lasting 30 minutes to 60 minutes and \$5.00 per class lasting less than 30 minutes. If a class of twenty or more is sent to study hall or if a class of any size is combined with another class, the teacher will be compensated as listed above.

6. Teachers who:
  - a. Attend IEP-Team meetings during their preparation time
  - b. Attend IEP-Team meetings outside of their normal workday
  - c. Are employed beyond the normal school term. (except training-see 7c) Shall be compensated at an hourly rate as follows:

Hourly Rate = (((Step 1 of Base salary/190 days)/(8 hours)x .85) = 22.09 Then \$22.09  
X (hours attended) = Compensation for attendance.

This provision does not apply to teaching summer school.

7. Additional Duties:

Extra-curricular game duties will be available for compensation. For details for available opportunities and compensation, contact the athletic director.

Compensation for extra duty activities shall be paid automatically upon completion of such duty on November 15th, December 30th, March 15th and on June 15th. No teacher will have to perform these duties unless he/she volunteers.

8. The Extra Duty Pay Schedule for coaches and advisors is specified in the Extra Curricular Pay Schedule. Coaches and advisors whose responsibilities last less than the school year will be paid upon completion of their responsibilities. Advisors that have year-long responsibilities will be paid on a semiannual basis.

## Appendix A

**2020-2021 Teacher Salary Schedule and Professional Development Points System**

BA	BA+12	MA	MA+12
\$39,500	\$41,500	\$43,500	\$45,500
\$40,500	\$42,500	\$44,500	\$46,500
\$42,000	\$44,000	\$46,000	\$48,000
\$43,000	\$45,000	\$47,000	\$49,000
\$44,000	\$46,000	\$48,000	\$50,000
\$45,000	\$47,000	\$49,000	\$51,000
\$46,000	\$48,000	\$50,000	\$52,000
\$47,500	\$49,500	\$51,500	\$53,500
\$49,000	\$51,000	\$53,000	\$55,000
\$50,500	\$52,500	\$54,500	\$56,500
\$52,000	\$54,000	\$56,000	\$58,000
\$53,500	\$55,500	\$57,500	\$59,500
\$55,000	\$57,000	\$59,000	\$61,000
\$56,500	\$58,500	\$60,500	\$62,500

The Potosi School District values the importance of creating life-long learners. While this perspective is vital for our students; it is also an overriding expectation of staff members. To this end, the structure of the salary schedule for the teaching staff will include a way to recognize and compensate (when funds are available) those teachers that continuously work to improve their craft by completing professional learning opportunities.

**Movement in the Salary Structure**

1. Teachers will be placed in an appropriate cell with regards to their degree level and credits earned beyond their degree.
2. With each completed year of service to the Potosi School District, teachers will move to the next step in the salary structure unless they:
  - a. start a school year on a Personal Improvement Plan. If a teacher is placed on a plan, the teacher's salary will be frozen at the previous year's step until they have demonstrated desired improvement and are released from the Personal Improvement Plan.
  - b. fail to complete 10 Professional Development Points by the specified due date. If a teacher fails to successfully complete 10 Professional Development Points, the teacher's salary will be frozen at the previous year's step
3. Teachers may accumulate 35 total Professional Development Points in a year. This means that a maximum of 10 Professional Development Points may be carried over to the following year.
4. Professional Development Points will be accepted starting on July 1st and ending on June 15 each year. Any Professional Development Points completed between June 16 and June 30 will be applied to the upcoming year.

### **Eligibility for Professional Development Stipend**

Teachers that successfully complete 25 Professional Development Points will be eligible for an end-of-the-year stipend. The amount of the stipend will be determined at the end of the school year after an inspection of the funds available with each eligible teacher (those that have earned 25 PD points) getting the same stipend.

### **Professional Development Point System Requirements**

1. Complete Request for Points Form - Teachers must submit the form to the District Administrator for prior approval before attending the professional learning opportunity.
2. Attend/complete the professional learning opportunity.
3. Submit the Professional Learning Outcomes Form - Teachers must submit the completed form to the District Administrator reflecting upon how the experience will positively affect the teacher's growth and/or student learning.

### **Points System**

- Conferences/Workshop - 10 points per full day (Cap of 20 pts total per year on conferences during school day)
- Present at a conference - 20 points
- Curriculum mapping/Personal research project/planning for a new class - 3 points per hour
- Book Study - 10 points as attendee - 20 points as lead. A book study consists of 3 face-to-face meetings for 1 hour each
- Attendance in a Professional Learning Network (online or in-person) - 2 points with documentation of utilization
- Peer Observation - 1 point per visit after the one required visit per Mr. Uppena (1 allowed per quarter)
- Hosting a Student-Teacher - 20 points
- Hosting a Pre-Student Teacher - 5 points
- Graduate Credits = 15 points per credit
- Completion of National Board Certification - 35 points
- Other opportunities of Professional Learning experiences may be submitted to the District Administrator for possible approval

<b>2020-2021 Wage Schedule</b>					
	<b>Start to 60 Days</b>	<b>0-6 Years</b>	<b>7-13 Years</b>	<b>14-18 Years</b>	<b>19+ Years</b>
<b>Classification</b>	<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>
Custodians	15.65	16.30	16.60	16.90	17.15
Cook/Baker	15.05	15.65	15.90	16.20	16.45
Secretary	15.35	16.00	16.30	16.60	17.00
Teacher Aide	15.05	15.65	15.90	16.20	16.45

\*Any Employees hired after 7-1-2009 are not eligible for pay differential. Current full time custodians beginning work after 4 pm will be paid a differential of \$ .20 per hour above the salary schedule.

## APPENDIX B POTOSI PUBLIC SCHOOLS EXTRA DUTY SCHEDULE 2020-21

Base = \$39,500

Years of Experience =      1-3                      4-6                      7-9                      10-12                      13-15                      16-18

		<i>Percent of Base</i>					
<b>Class 1</b>							
	Head Girls BB	<b>6.90%</b>	<b>7.42%</b>	<b>7.95%</b>	<b>8.47%</b>	<b>9.17%</b>	<b>9.87%</b>
	Head Boys BB						
	Head Football						
	Athletic Director						
<b>Total =</b>	<b>\$2,725.50</b>	<b>\$2,930.90</b>	<b>\$3,140.25</b>	<b>\$3,345.65</b>	<b>\$3,622.15</b>	<b>\$3,898.65</b>	
		<i>Percent of Base</i>					
<b>Class 2</b>							
	Head VB	<b>6.02%</b>	<b>6.55%</b>	<b>7.07%</b>	<b>7.60%</b>	<b>8.30%</b>	<b>9.00%</b>
	Head G. Softball						
	Head Baseball						
	Head Track						
SAP							
<b>Total =</b>	<b>\$2,377.90</b>	<b>\$2,587.25</b>	<b>\$2,792.65</b>	<b>\$3,002.00</b>	<b>\$3,278.50</b>	<b>\$3,555.00</b>	
		<i>Percent of Base</i>					
<b>Class 3</b>							
	Ass't FB (2)	<b>4.66%</b>	<b>5.18%</b>	<b>5.71%</b>	<b>6.23%</b>	<b>6.93%</b>	<b>7.63%</b>
	Ass't VB						
	Ass't Track						
	Ass't Boys BB						
	Ass't Boys Baseball						
	Ass't Girls BB						
	Ass't Girls Softball						
	MS BBB (2)						
	MS GBB (2)						
	MS Volleyball (2)						
Musical (2)							
<b>Total =</b>	<b>\$1,840.70</b>	<b>\$2,046.10</b>	<b>\$2,255.45</b>	<b>\$2,460.85</b>	<b>\$2,737.35</b>	<b>\$3,013.85</b>	
		<i>Percent of Base</i>					
<b>Class 4</b>							
	Vocal Music	<b>3.43%</b>	<b>3.96%</b>	<b>4.48%</b>	<b>5.01%</b>	<b>5.71%</b>	<b>6.41%</b>
	Inst. Music						
	Annual						
	Forensics (2)						
	Play Dir. (2)						
	FFA						
HS Extra Athletic Coaches (With Board Approval)							



	<b>Total =</b>	<b>\$1,354.85</b>	<b>\$1,564.20</b>	<b>\$1,769.60</b>	<b>\$1,978.95</b>	<b>\$2,255.45</b>	<b>\$2,531.95</b>
<b>Class 5</b>	<i>Percent of Base</i>						
	NHS	2.77%	3.12%	3.47%	3.82%	4.34%	4.87%
	FBLA						
	VICA						
	Social Media Intern Advisor						
	Spanish Club						
	Outdoor Ed Coordinator						
	Environmental Club						
<b>Total =</b>	<b>\$1,094.15</b>	<b>\$1,232.40</b>	<b>\$1,370.65</b>	<b>\$1,508.90</b>	<b>\$1,714.30</b>	<b>\$1,923.65</b>	
<b>Class 6</b>	<i>Percent of Base</i>						
	SADD Adv.	2.42%	2.77%	3.12%	3.47%	3.99%	4.52%
	Student.Council Adv.						
	3 Yr. Screening ECH						
	Gifted/Talented						
	Art Director (PK-12 Art Show)						
<b>Total =</b>	<b>\$955.90</b>	<b>\$1,094.15</b>	<b>\$1,232.40</b>	<b>\$1,370.65</b>	<b>\$1,576.05</b>	<b>\$1,785.40</b>	
<b>Class 7</b>	<i>Percent of Base</i>						
	MS Adv (2) **	1.23%	1.49%	1.75%	2.01%	2.28%	2.54%
	Fr/So Adv (3) **						
	Jr/Sr Adv (3) **						
	3 Yr. Screening SLP **						
	FFA National Convention **						
<b>Total =</b>	<b>\$485.85</b>	<b>\$588.55</b>	<b>\$691.25</b>	<b>\$793.95</b>	<b>\$900.60</b>	<b>\$1,003.30</b>	

**NOTES \*\***

The BA Base Salary (Appendix A) will be utilized for calculating percentage based salaries.

Middle School advisors will be permanently placed in the 1-3 year category.

Freshman and Sophomore advisors will be permanently placed in the 4-6 year category.

Junior and Senior advisors will be permanently placed in the 7-9 category.

3 Yr. Screening SLP will be permanently placed in the 7-9 category.

MS VB is 2 positions permanently at 1-3 years exp.

FFA is paid when the advisor attends National Convention with a competing Potosi Team.

**Placement on the Extra Duty Schedule**

New coaches and advisors to the District will be given credit for up to three years of outside experience.

Assistant coaches who move to the position of head coach in the same sport will be granted an experience level which allows them to maintain at least the level of salary received as an assistant.

**Guidelines for insufficient staffing of an extra duty positions**

- a. When (2) or more positions are designated for an activity, the district will not pay one person to assume the responsibilities for multiple positions at the combined pay of the positions.
- b. The district can choose to not honor an extra duty contract after it has been signed, with no liability, if the activity is being canceled due to insufficient staffing.
- c. An employee who has signed an extra duty contract may choose not to honor that contract, with no liability, if the designated number of positions for that activity has not been filled.

Insufficient Participation: The District permits activities and the contracts related to them to be canceled if there is a lack of student interest based on administrative approval.

## SUMMER SCHOOL COMPENSATION

	Hourly rate
Teachers	\$25
Supervisors	\$15
Assistants	\$10

Teachers: Compensation rate includes prep time per each hour worked. This is for Academic & Enrichment summer school classes. (Not athletics-camps-weight room, etc.)

Supervisors: Include activities such as camps and duties that require a teacher certified person on site for which we get summer school minutes.

Assistants: This category is for anyone who is helping the main teacher and is not doing planning or is not a certified teacher.

Classes are usually scheduled in minute blocks so the formula for any position is as follows:

$$\text{Hourly rate} \times (\text{minutes of class}/60) = \text{Compensation}$$

Example for a teacher – teaching a 45 minute class for 5 days:

$$25 \times ((45*5)/60) = 93.75$$

### CONFORMITY TO LAW

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

**EMPLOYEE PERSONNEL MANUAL**  
**2020-2021 RECEIPT AND ACKNOWLEDGMENT**

I acknowledge that I have received and read the Potosi School District Employee Personnel Manual and understand the provisions contained herein. I understand that the terms described in the Employee Personnel Manual may be altered, modified, changed, or eliminated by the District at any time, with or without prior notice.

The Employee Personnel Manual applies to employees not covered by a collective bargaining agreement and to employees so covered when the provisions of the Personnel Manual do not contradict the applicable collective bargaining agreement or when the Personnel Manual addresses an area not covered by the applicable collective bargaining agreement.

I further understand that the Employee Personnel Manual and any other provisions contained therein do not constitute a guarantee of employment or an employment contract, express or implied.

Print Full Name:

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Employee Signature:

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