

Wisner-Pilger Schools  
Classified Staff Handbook



Policies & Procedures  
2023 - 2024

# **The Vision, Mission, and Beliefs of Wisner-Pilger Public Schools**

## **DISTRICT VISION STATEMENT**

Wisner-Pilger Public Schools strive to provide the highest quality education through diverse educational opportunities that meet individual student needs and promote present and future growth and success.

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## **DISTRICT MISSION STATEMENT**

Wisner-Pilger Public Schools is committed to providing all students with purposeful learning experiences and opportunities to succeed.

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## **DISTRICT BELIEF STATEMENTS**

Wisner-Pilger Public Schools believe:

1. A quality education is a collaborative effort among educators, students, and parents and is vital to achieving student success.
2. High expectations challenge students and teachers to reach their full potentials.
3. Positive and caring relationships promote students' mental, physical, and emotional growth.
4. A progressive and innovative education prepares all students to be contributing citizens and to meet the challenges of today and tomorrow.
5. Diverse educational opportunities and individualized instruction equip students with the knowledge and skills to achieve attainable goals.

2023- 2024

Wisner-Pilger School Calendar

AUGUST (11)						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	~17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

14, 15, 16 - Teacher Inservice Days  
 17 - K-12 First Day of School  
 2:30 Early Dismissal  
 23 - First Day of Preschool

**September**

4 - No School - Labor Day

SEPTEMBER (20)						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

13 - End of 1st Quarter  
 17 & 18 - Parent-Teacher Conferences  
 20 - No School for Students or Staff

**November**

22 - 12:00 PM Early Dismissal  
 23 & 24 - No School - Thanksgiving Break

OCTOBER (21)						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	*13	14
15	16	~17	~18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22 - 12:00 PM Early Dismissal  
 End of 2nd Quarter

**Dec. 23 - January 3**

NSAA Moratorium - Dec. 23 - 27

**January**

3 - No School - Teacher Workday  
 4 - School Resumes for Students

NOVEMBER (20)						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	/22	23	24	25
26	27	28	29	30		

5 & 7 - PK-6 Parent-Teacher Conferences  
 9 - No School for PK-6 Elementary Students  
 16 - No School - Winter Recess

**March**

1 - No School - Spring Recess  
 8 - End of 3rd Quarter  
 29 - Spring Break

DECEMBER (16)						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	*/22	23
24	25	26	27	28	29	30
31						

1 - Spring Break

**April**

**May**

11 - 2:00 PM - Graduation Ceremony  
 16 - Last Day for Students (tentative)  
 12:00 PM Early Dismissal  
 End of 4th Quarter  
 17 - Teacher Workday (tentative)

JANUARY (20)						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY (20)						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH (19)						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	*8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL (21)						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May (12)						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	*/16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**First Semester**

Instructional Days = 88  
 Teacher Contract Days = 91  
 Instructional Days 180/180

Yellow	No School for Students-Teacher Inservice
Green	No School for Students or Staff
Red	Teacher Inservice - 2:30 PM Early Dismissal
/	12:00 PM Early Dismissal
~	2:30 Early Dismissal
*	End of Quarter

**Second Semester**

Instructional Days = 92  
 Teacher Contract Days = 94  
 Teacher Contract 185/185

### **Vacations**

The Wisner-Pilger school district recognizes seven days as paid holidays. Employees are paid for working on holidays if they work the days prior to and the days following the holiday. The seven paid holidays are as follows:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

All full-time year-round classified staff will receive two weeks paid vacation after one year of employment. All full-time year-round classified staff will receive three weeks paid vacation after 10 years of employment.

### **Sick Leave**

All full-time year-round classified staff will receive 10 days of sick leave per year. All nine month classified staff members receive 5 days of sick leave per year. All sick leave days may accumulate to 25 days. In addition to personal illness, sick leave days may be used when your spouse or children living in your house are ill. Sick leave days may be used for out-of-household children, or parents at the discretion of the superintendent. Under no circumstance may sick leave days be used as personal days. Unused sick leave days will be reimbursed at the rate of \$25.00 per day when the employee leaves the district and \$25.00 per whole unused sick leave day in excess of 20 days to be calculated each August.

Two sick leave days may be used for bereavement leave during each contract year.

### **Personal Leave**

All classified staff members receive 2 personal leave days per year. Personal leave days may accumulate to 6 days. Personal leave days with pay may not abut school calendar vacation days. Staff will receive \$25.00 per whole unused personal leave day in excess of 4 days to be calculated each August.

### **Requests for leave**

Requests for leave (other than sick leave) must be approved by the superintendent prior to the date of the intended absence. Sick leave request forms should be completed on the day of your return to work.

Leave request forms are available in each building. The request should be presented to your immediate supervisor. Your immediate supervisor will then forward your request to the superintendent.

### **Health Care Coverage Benefits**

According to board policy #4250 (adopted May 2022) health care benefits afforded to full time classified staff as required by the Patient Protection and Affordable Care Act (PPACA).

Patient Protection and Affordable Care Act (PPACA) Policy: The Patient Protection and Affordable Care Act (PPACA), requires “large employers” to provide full-time employees the opportunity to enroll in “minimum value” and affordable” health care coverage as provided in the PPACA statutes and regulations. The School District is a large employer and is therefore subject to the provisions of PPACA. To give effect to PPACA with regard to non-certificated employees, the Board of Education of the School District adopts the following policies:

1. Definitions: All terms used herein shall be as defined in PPACA and associated regulations, as may be amended from time to time, including the definition of a “full-time employee” (full-time employees under the terms of PPACA statutes and regulations are referred to herein as “PPACA Full-Time Non Certificated Employees”).
2. Opportunity to Enroll in “Minimum Value” Health Insurance Coverage – PPACA Full-Time Non Certificated Employees: In each school fiscal year beginning with the fiscal year from September 1, 2016 and ending August 31, 2017, and each fiscal year thereafter, the School District shall provide all PPACA Full-Time Non Certificated Employees the opportunity to enroll in “minimum value” self-only and dependent health insurance under the School District’s group health and dental insurance provider for such fiscal year to the extent permitted by such provider.
3. Health Insurance Provider and Plan: The Board of Education, in its sole discretion, shall determine the health insurance provider, plan and level of self-only and dependent health insurance coverage, including benefits and deductible, for each fiscal and plan year. The health insurance plan shall meet all requirements for “minimum essential/value” health insurance coverage as provided in the PPACA statutes and regulations, and other applicable statutes, regulations and rulings. The “Plan Year” shall be from September 1<sup>st</sup> through the immediately following August 31<sup>st</sup>.
4. PPACA Employer Premium Contribution toward the Cost of Health Insurance for Less than Twelve Month “PPACA Full-Time Non-Certificated Employees”: Beginning with the 2016-2017 fiscal year for the group health insurance plan provided by the School District, if a PPACA Full-Time Non-Certificated Employee employed for less than ten months during the health and dental insurance plan year, elects to enroll in the School District’s group health insurance plan, the District shall contribute to the health insurance carrier on behalf of the employee the sum of FIVE HUNDRED DOLLARS (\$500.00) per month for each month of employment during the group health insurance fiscal year to a maximum contribution of FIVE THOUSAND DOLLARS (\$5,000) toward the cost of the annual premium of separate District group health insurance plan for non-certificated employees under the (“Premium Contribution”), and the non-certificated employee shall be responsible for payment of the balance of the premium for the health and dental insurance coverage elected which may be paid through salary reduction under the School District’s Section 125 Plan. The District’s Premium Contribution under this provision is not dependent on or altered based upon the level of

coverage actually elected by the employee. A less than twelve month PPACA Full-time Employee may elect not to enroll in the School District's health insurance plan and decline the School District provided Premium Contribution for health insurance for the entire fiscal plan year (September 1st through August 31st).

**Overtime Pay**

According to board policy # 4233 custodians are to work 48 hours per week of which 8 hours is time and a half. However, in order for overtime pay to activate, you must actually work the hours.

Example 1. You are ill on a given Wednesday. You normally would have worked 10 hours on that day. You will still be paid for 48 hours that week however none of the hours are considered overtime since you didn't actually work more than 40 hours.

Example 2. You use two hours of bereavement leave to attend a funeral. You would be paid 42 hours at your regular hourly rate and 6 hours of overtime.

Example 3. You take a week of paid vacation. You are paid for 48 hours at your hourly rate.

Custodians are not to work more than 48 hours per week without prior approval by the superintendent.

**Custodian Building check rotation for the Jr. Sr. High School**

In even numbered years the head custodian will check the building on even numbered holidays and the assistant custodian will check the building on odd numbered holidays. In odd numbered years, the head custodian will check the building on odd numbered holidays and the assistant custodian will check the building on even numbered holidays.

For year 2023 the schedule will be as follows:

- |                     |                     |
|---------------------|---------------------|
| 1. New Year's Day   | Head custodian      |
| 2. Easter Sunday    | Assistant custodian |
| 3. Memorial Day     | Head custodian      |
| 4. Independence Day | Assistant custodian |
| 5. Labor Day        | Head custodian      |
| 6. Thanksgiving Day | Assistant custodian |
| 7. Christmas Day    | Head custodian      |

For year 2024 the schedule will be as follows:

- |                   |                     |
|-------------------|---------------------|
| 1. New Year's Day | Assistant custodian |
|-------------------|---------------------|

- |                     |                     |
|---------------------|---------------------|
| 2. Easter Sunday    | Head custodian      |
| 3. Memorial Day     | Assistant custodian |
| 4. Independence Day | Head custodian      |
| 5. Labor Day        | Assistant custodian |
| 6. Thanksgiving Day | Head custodian      |
| 7. Christmas Day    | Assistant custodian |

The rotation for checking the Junior-Senior High School on weekends alternates between the head custodian and the assistant custodian. The rotation begins with the head custodian checking the building on August 13 or 14, 2023. Any changes to this schedule must be approved by the superintendent.

**ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES**

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

The school district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

The superintendent will appoint an investigator and alternate investigator of opposite sexes. The investigator will pass the findings on to the superintendent who will complete any further investigations as deemed necessary and take appropriate final action. The names of the investigators shall be listed in the student handbook, published annually in the local newspaper and posted in all school facilities.

The superintendent is responsible for drafting administrative regulations to implement this policy and for organizing employee training relating to this policy. Procedures shall be reviewed annually for adequacy and accuracy.

## **PROHIBITION ON AIDING AND ABETTING SEXUAL ABUSE**

A school employee, contractor, or agent of the school district is prohibited from assisting another school employee, contractor or agent in obtaining a new job if the individual knows or has probable cause to believe, that such other employee, contractor, or agent engaged in sexual misconduct with a minor or student in violation of the law.

“Assisting” does not include the routine transmission of administrative and personnel files.

Exceptions to giving such assistance may only be made where the exception is authorized by the Every Student Succeeds Act (for example, where the matter has been investigated by law enforcement and the person has been exonerated and approved by the Superintendent or designee.)

## **WORK ENVIRONMENT-HARASSMENT BY EMPLOYEES**

Harassment of employees, students, volunteers or visitors will not be tolerated in the school district. School district includes school district facilities, school district property, or property within the jurisdiction of the school district; while on school-owned or school-operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the district.

Harassment includes, but is not limited to, racial, religious, national origin, marital status, disability and sexual harassment. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the superintendent or board.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- . submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, education, or participation in school programs or activities;
- . submission to or rejection of such conduct by an individual is used as the basis for decisions affecting such individual’s employment or education; or
- . such conduct has the purpose or effect of unreasonably interfering with an individual’s work or education performance or creating an intimidating, hostile, or offensive working or learning environment.

Sexual harassment as set out above, may include, but is not limited to the following:

- . verbal or written harassment or abuse, or unwelcome communication implying sexual motives or intentions;
- . pressure for sexual activity; repeated remarks to a person with sexual or demeaning



implications;

- . unwelcome touching;
- . unwelcome and offensive public sexual display of affection;
- . suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's job, promotions, recommendations, etc.

Harassment on the basis of race, creed, color, religion, national origin, marital status or disability means conduct of a verbal or physical nature that is designed to embarrass, distress, agitate, disturb or trouble individuals when:

- . submission to such conduct is made either explicitly or implicitly a term or condition of a student's education or of an individual's participation in school programs, activities or employment;
- . submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or
- . such conduct has the purpose or effect of unreasonably interfering with an individual's performance or
- . creating an intimidating, offensive or hostile learning or work environment.

Harassment as set forth above may include, but is not limited to the following:

- . verbal, physical or written harassment or abuse;
- . repeated remarks of a demeaning nature;
- . implied or explicit threats concerning one's grades, achievements, etc.;
- . demeaning jokes, stories, or activities directed at an individual.

Employees, students, volunteers or visitors who believe they have suffered harassment shall report such matters to the investigator for harassment complaints. However, claims regarding harassment may also be reported to the alternate investigator for harassment complaints.

Upon receiving a complaint, the investigator shall confer with the complainant to obtain

an understanding and a statement of the facts. It shall be the responsibility of the investigator to promptly and reasonably investigate claims of harassment and to pass the findings on to the superintendent who shall complete such further investigation as deemed necessary and take such final action as appropriate. Information regarding an investigation of harassment shall be confidential to the extent possible, and those individuals who are involved in the investigation shall not discuss information regarding the complaint outside the investigation process.

No one shall retaliate against an employee or student because they have filed a harassment complaint, assisted or participated in a harassment investigation, proceeding, or hearing regarding a harassment charge or because they have opposed language or conduct that violates this policy. This policy should be used when an employee is the alleged harasser or the alleged victim. It is strongly recommended the investigator and alternate investigator be of opposite sexes.

It shall also be the responsibility of the superintendent, in conjunction with the investigator and principals, to develop administrative rules regarding this policy. The

superintendent or superintendent's designee shall also be responsible for organizing training programs to educate employees, students and others involved with the school district about harassment and the school district's policy prohibiting harassment. The training shall include how to recognize harassment and what to do in case an individual is harassed. The employee training will be documented in personnel files to ensure a record of training for each employee.

### **DRUG AND ALCOHOL POLICY OF BUS DRIVERS**

It is the policy of Wisner-Pilger Public Schools that its drivers should be free from drug and alcohol abuse. Consequently, the use of illicit drugs or improper use of alcohol by drivers is prohibited. The overall goal of drug and alcohol testing is to ensure a drug-free and alcohol-free transportation environment and to reduce accidents, injuries, and fatalities. The requirements of this policy are in addition to other requirements established by federal and state law and board policy regarding the use of alcohol and drugs. In some instances, those laws or policies may be more restrictive than the requirements set out in this policy.

Wisner-Pilger Public Schools is required under the provisions of the federal Omnibus Transportation Employee Testing Act of 1991 to implement a drug and alcohol testing program for all persons subject to commercial driver's license requirements. This program includes drug and alcohol testing such drivers for reasons of reasonable suspicion, random, post-accident, return to duty and follow-up, and pre-employment drug testing. In addition, the School District is responsible for maintaining appropriate records, and notifying drivers of the requirements and consequences of the program.

#### **Implementation Date**

The testing program referred to in this policy shall be implemented on January 1, 1996.

#### **Definitions**

For the purpose of this policy, the following terms are defined:

**Alcohol** - The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl.

**Driver** - Any person who operates a commercial motor vehicle. This includes full time, regularly employed drivers; casual intermittent or occasional drivers; leased drivers; and independent, owner-operated contractors.

**Drug** - Includes any of the following controlled substances: marijuana, cocaine, opiates, amphetamines, and Phencyclidine.

**Medical Review Officer** - A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by a District's drug testing program who meets the qualifications as listed in 49 CFR 40.3.

**Regulations** - Those regulations promulgated by the Department of Transportation found at 49 CFR part 40, and the regulations promulgated by the Federal Highway

Administration found at 49 CFR part 382, as from time to time amended.

**Safety-Sensitive Function** - Includes all on-duty functions performed from the time a driver begins work or is required to be ready to work until he or she is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing, or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing driver requirements related to accidents; and performing any other work for the district or paid work for any other entity.

Substance Abuse Professional - A licensed physician or certified psychologist, social worker, employee assistance professional, or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

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### **Program Coordinator**

The Board shall designate the program coordinator to implement the alcohol and drug testing program of the district within the guidelines of this policy.

### **Alcohol and Drug Prohibitions**

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol. No driver shall use alcohol while performing safety-sensitive functions within four hours after using alcohol. No driver required to take a post-accident test shall use alcohol for eight hours following the accident or until he or she undergoes a post-accident test (whichever comes first).

No driver shall report for duty or remain on duty requiring the performance safety-sensitive functions when the driver uses any drug, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely perform the function. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for drugs. No driver shall refuse to submit to a drug or alcohol test when provided for under this policy or the Regulations.

### **Pre-employment Tests**

Drug tests shall be conducted in accordance with the Regulations before any bus driver is permitted to perform a safety-sensitive function for the District. Testing for newly-hired drivers shall be conducted after the offer of employment but before employment commences. Offers of employment are contingent on this test result. A refusal to submit to drug testing and/or refusal to release information as required by the District shall remove the applicant from employment consideration. Such testing will also be required of any employee transferring into a covered position.

Exceptions may be made for drivers who have participated in the drug testing program required by law within the previous six months, or have been in a random program for the previous 12 months, and the previous employer(s) of the driver has no knowledge of a violation within the previous six months, provided that the District has been able to make

all verifications required by law.

### **Post-Accident Tests**

Alcohol and drug tests shall be conducted as soon as practical after an accident on any driver who:

1. Was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life; or
2. Receives a citation under state or local law for a moving traffic violation arising from a recordable accident. A recordable accident includes: (a) bodily injury requiring immediate treatment away from the accident scene and (b) disabling damage to one or more vehicles requiring the vehicle to be towed or transported away from the scene of the accident.

Drivers shall make themselves readily available for testing, unless such driver has the need for immediate medical attention.

No such driver shall use alcohol for eight hours after the accident, or until after he or she undergoes a post-accident alcohol test, whichever comes first. Alcohol tests must be performed within eight hours following an accident and drug test within 32 hours. Drivers must follow all post-accident instructions given by the District.

Post-accident testing requirements may be fulfilled by properly administered tests conducted by federal, state, and/or local law enforcement officials as long as the results of those tests are provided by the District.

### **Random Testing**

Alcohol and drug testing shall be conducted on a random basis at unannounced times throughout the year in accordance with the federal regulations. Test for alcohol shall be conducted just before, during, or just after the performance of sensitive functions. Drivers shall be selected by a scientifically valid random process, and each driver shall have an equal chance of being tested each time selections are made. Random selections shall be spread throughout the year. Drivers who have been told of their random selection shall, from the point of being informed, devote every one of their actions to providing a specimen. Any action that impedes the proper administration of a test shall be considered refusal to test.

### **Reasonable Suspicion Tests**

Any qualified supervisor or District administrator who has reasonable suspicion to believe that a bus driver has violated the alcohol or drug prohibitions of the District shall require the driver to submit to reasonable suspicion testing. A qualified supervisor or administrator must be a person who has been properly trained, in accordance with federal regulations, to make a determination that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two hours of a determination of reasonable suspicion the District shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight hours, and the reasons for not administering the tests shall be recorded.

A qualified supervisor or District administrator who makes observations leading to a reasonable suspicion test shall make a written record of his or her observations within 24 hours.

### **Testing Procedures**

The District shall follow the federal guidelines and standards of the Department of Health and Human Services and the Department of Transportation regarding testing and laboratory procedures. This shall include a selection of sites with appropriately trained personnel for alcohol and drug testing, selection of a laboratory certified by the Department of Health and Human Services to conduct drug specimen analysis, and selection of a Medical Review Officer to verify laboratory drug test results. The drug and alcohol testing program of this school district shall provide individual privacy in the collection of specimen samples to the maximum extent possible. The specimen collection procedures and chain of custody shall ensure that specimen security, proper identification, and integrity are not compromised.

### **Enforcement**

Employees whose conduct involved alcohol and drug use cannot return to duty in a safety-sensitive function until the return-to-duty test produces the required result. A driver who is tested and found to have an alcohol concentration of 0.02 or greater, but less than 0.04 shall not perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period but not less than 24 hours after the test was administered. Further employment actions up to and including termination may be instigated in accordance with the Drug-Free Workplace Act of 1988 (P.L. 101-226), other state and federal laws, and District policy. In the event a driver tests positive for drugs, or has confirmed alcohol concentration of 0.04 or greater, or violates a prohibited conduct, the District does not guarantee that a position will be held open for the driver in the event that they become requalified.

### **Rehabilitation**

The District shall provide for the identification of a Substance Abuse Professional (SAP) for treatment for those employees who have violated the prohibitions of the regulations. This information shall include the names, addresses, and telephone numbers of SAPs and counseling and treatment programs. Any rehabilitation or evaluation sought shall be at the expense of the driver.

### **Employees Records**

Employees' alcohol and drug test results and records shall be maintained in strict confidentiality and released only in accordance with law. Upon written request, a driver shall receive copies of any record pertaining to his or her use of alcohol or drugs, including any records pertaining to his or her tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver. Test records shall be maintained with the separate medical files of each employee.

### **District Records and Reports**

The District shall maintain records of its alcohol and drug prevention programs as required by federal law in 49 CFR 382.401.

### **Notification**

Each driver shall receive educational materials that explain the requirements of the Code of Federal Regulations Title 49, Part 382, together with a copy of the district's policy. The program coordinator shall ensure that all covered employees receive written materials explaining the District's drug and alcohol misuse prevention program requirements including:

1. The identity of the program coordinator, a contact person knowledgeable about the materials, policy, administrative regulations, and the Omni-bus Act;
2. The categories of employees covered;
3. Sufficient information about the safety-sensitive functions performed by drivers to make clear what period of the work day the driver is required to comply with Part 382;
4. Specific information concerning prohibited conduct;
5. The circumstances under which employees will be tested;
6. Procedures used in the testing process;
7. The requirement that a driver submit to alcohol and drug tests administered in accordance with federal law.
8. An explanation of what constitutes a refusal to submit to a drug and/or alcohol test;
9. The consequences for drivers found to have violated the drug and alcohol prohibitions of Part 382, including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation, and treatment;
10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater, but less than 0.04; and
11. Information on the effects of drug and alcohol misuse on personal life, health and safety in the workplace.

Drivers shall also receive information about legal requirements, District policies, and disciplinary consequences related to the use of alcohol and drugs.

Employees shall sign a statement certifying that they have received the materials.

Before any driver operates a commercial motor vehicle, the District shall provide him or her with post-accident testing requirements.

Before drug and alcohol tests are performed, the District shall inform drivers that the tests are given pursuant to the Code of Federal Regulations, Title 49, Part 382. This notice shall be provided only after the compliance date specified in law.

The District shall notify a driver of the results of random, reasonable suspicion, and post-accident drug tests if the test results are verified positive. The District shall also tell the driver which controlled substance(s) were verified as positive.

In the event a driver tests positive for a controlled substance, the driver shall have the right to have the split specimen (collected at the same time as the tested specimen) retested provided that the driver provides written notice to the Medical Review Officers (MRO) within 72 hours of being notified of the positive result.

NOT A CONTRACT - This policy does not create a contract, either expressed or implied. The District may change the policy at any time, without notice.

### **DRUG FREE SCHOOL AND COMMUNITY POLICY**

Cuming County School District No. 30 is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive work force. To this end, the District unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol.

It is unlawful and, therefore, absolutely prohibited for any employee of the District to engage in the unlawful possession, use, or distribution of illicit drugs and alcohol on the school premises or as a part of any of the school's activities. In addition, employees are prohibited from consuming alcohol, or using drugs prior to attending school or school functions.

### **DEFINITIONS**

As used in this policy, prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities shall mean, but not be limited to the following:

1. The possession, use, or distribution of any substance which is declared by the State of Nebraska or any other applicable law to be an illicit substance.
2. The possession, use, or distribution of alcohol on school premises or as a part of any of the school's activities.

As used herein, the term "school premises" shall mean any property whether owned, leased, or in other manner under the control of the board of education of the District. As used herein, the phrase "as a part of any of the school's activities" shall mean any activity or enterprise carried out in whole or in part under the auspices of the District.

### **PROCEDURES**

1. All employees and each new employee will receive a copy of this policy.

2. Each employee will acknowledge receipt of this policy and will sign such form acknowledging receipt and acknowledging the District's policy of absolutely prohibiting conduct as set forth in this policy (Policy No. 4301), and further acknowledging that serious sanctions can and will be taken against an employee, including termination of employment and referral for prosecution for any failure to comply with the above-stated standards of conduct and further acknowledging that such compliance is mandatory, and further acknowledging that this policy is adopted pursuant to P.L. 101-226, 34 C.F.R., Part 86, and other applicable statutes, and will further acknowledge that failure to comply with such federal requirements may put the District's receipt of federal funds in jeopardy.
3. In the event the employee does not understand the terms and conditions of this policy, it shall be the duty of the employee to ask for such points of clarification of the superintendent of schools or his designee at the time this policy is distributed to the employee. If no question is directed by an employee to the superintendent of schools or his designee, it shall be the legal position of the District to presume that the employee has understood and will abide by this policy.
4. In the event of any non-compliance by any employee with this policy, it shall be the duty of the superintendent of schools or his designee to inform any employee not in compliance about any drug and alcohol counseling and rehabilitation and re-entry programs that are available within 50 miles, then such other programs as they may exist in the State of Nebraska shall be made known to such employee. The superintendent or his designee shall from time to time update such list.
5. Sanction which may be taken against an employee for non-compliance with this policy may be any one or more of the following:
  - a. An oral reprimand.
  - b. A written reprimand.
  - c. Suspension with pay.
  - d. Suspension without pay.
  - e. Termination of employment.
  - f. Cancellation of employment.
  - g. Non-renewal of employment.
  - h. Referral to appropriate authorities for criminal prosecution.
  - i. Mandatory enrollment in in-patient care or otherwise as a term and condition to any continuing employment by the District.
  - j. Mandatory enrollment in any training program that are or may be provided by the District or others relating to any of the activities prohibited by this policy.
6. Disciplinary action sought to be imposed by the superintendent or his or her designee shall be carried out in accordance with the established policies of the District. However, nothing in this policy shall be construed to vest any right in any employee beyond that required by law and the manner in which each case shall be handled shall be in the sole discretion of the superintendent or his designee subject to the superintendent's approval, provided only that such action shall be carried out within the bounds of applicable law.
7. Conviction of an employee of the District of any criminal statute relating to the



unlawful use, possession, or distribution, of any controlled substance or alcohol, may result in disciplinary action being taken against such employee. When such conviction shall come to the attention of the superintendent or other official of the District, any employee convicted as above described may be disciplined in any manner provided by statute, the contract of the employee, any existing policy of the District, or any other applicable body of law. As used herein, “applicable body of law” shall mean, but shall not be limited to, state and federal statutes, state and federal regulations, and any applicable case law.

8. As an alternative to discipline or as a concurrent requirement to the disciplinary action less severe than the maximum disciplinary action that may be carried out against an employee as referred to in the immediately preceding paragraph, the District, by and through its superintendent or his designee may require the employee to successfully finish a drug abuse program. As used herein, the term “drug abuse program” shall mean a drug abuse program sponsored by an approved private or governmental institution. The superintendent or his designee may require the employee to provide the superintendent or his designee written documentation satisfactory to the superintendent or his designee that the employee has successfully finished such program. If aftercare is recommended by such institution, then the superintendent or his designee in his sole discretion may require ongoing reporting of such participation as a term and condition of continuing employment by such employee at the District.
9. It shall be the policy of the District to require an employee who has been charged or convicted of a violation of any statute as herein above referred to in this policy to report such charge or conviction to the superintendent or his designee. Any information received pursuant to this policy may be used in any lawful manner. Any employee having concerns about an admission hereunder constituting self-incrimination shall bear the burden of seeking his or her own legal advice regarding any such potential self-incrimination.

#### Professional Boundaries Between Employees and Students

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following non-exclusive list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student’s homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student’s grades).

- Engaging in social-networking friendships with a student on MySpace, Face book, or other social networking site. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.
- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance – verbal, written, or physical – towards a student.
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.
- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.
- Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of familial relationships between employees and their children who are students in the District.

### Workplace Privacy Policy

1. The District will abide by the Nebraska Workplace Privacy Act and will not:
  - a. Require or request that an employee or applicant provide or disclose any user name or password or any other related account information in order to gain access to the employee's or applicant's personal Internet account by way of an electronic communication device;
  - b. Require or request that an employee or applicant log into a personal Internet account by way of an electronic communication device in the presence of the District in a manner that enables the District to observe the contents of the employee's or applicant's personal Internet account or provides the District access to the employee's or applicant's personal Internet account;
  - c. Require an employee or applicant to add anyone, including the District, to the list of contacts associated with the employee's or applicant's personal Internet account or require or otherwise coerce an employee or applicant to change the settings on the employee's or applicant's personal Internet account which affects the ability of others to view the content of such account;
  - d. Take adverse action against, fail to hire, or otherwise penalize an employee or applicant for failure to provide or disclose any of the information or to take any of the actions prohibited by the Workplace Privacy Act.
  - e. Require an employee or applicant to waive or limit any protection granted under the Workplace Privacy Act as a condition of continued employment or of applying for or receiving an offer of employment.

Notwithstanding anything to the contrary, all employees must abide by the District's technology policies, procedures and guidelines, including the District's Internet Use policy and/or practice. Pursuant to the Workplace Privacy Act, the District may also:

- a. Monitor, review, access, or block electronic data stored on an electronic communication device supplied by or paid for in whole or in part by the District or stored on the District's network, to the extent permissible under applicable laws;
- b. Access information about an employee or applicant that is in the public domain or is otherwise obtained in compliance with the Workplace Privacy Act;
- c. Conduct an investigation or require an employee to cooperate in an investigation if the District has specific information about potentially wrongful activity taking place on the employee's personal Internet account, for the purpose of ensuring compliance with applicable laws, regulatory requirements, or prohibitions against work-related employee misconduct; Any other reason permitted by the Workplace Privacy Act.

### **Website Privacy Guidelines for Wisner-Pilger School District Employees**

#### **Allowed Without Personal Consent**

Identifying Text: *Full name, job title, work phone/fax numbers, work address, work email address*

Photos/Video: *Photos and/or video footage of a staff member taken at school or at a school event*

Audio: *Interviews, lectures, and other forms of spoken word carried out within the scope of a staff member's duties as a district employee which are not protected by existing privacy guidelines or laws.*

### **Allowed With Signed Consent Form**

Identifying Text: *NONE*

Photos/Video: *Portraits of a staff member not taken at school or a school event.*

Audio: *Discussion of items listed above which require personal consent*

Original Work: *All original work produced outside of the scope of his/her employment with the district.*

### **Not Allowed**

Identifying Text: *Religious affiliation, political affiliation, sexual orientation, names of family members, marital status, home address, home email address, state of physical health*

Photos/Video: *Photos or videos of staff wearing attire that is inappropriate in a school or business environment, photos or videos which have been manipulated to portray staff in a light which is inappropriate for the school environment, photos or videos of staff engaging in activities that would be considered inappropriate in a classroom, at a district sponsored event, or in a business environment*

Audio: *Discussion of any of the prohibited items listed above*

## **ABUSE COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged abuser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

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Description of misconduct: \_\_\_\_\_

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Name of witnesses (if any): \_\_\_\_\_

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Evidence of abuse, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

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Any other information: \_\_\_\_\_

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I agree that all of the information on this form is accurate and true to the best of my knowledge.

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

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

**Complaint Form  
Discrimination, Harassment or Retaliation**

The Wisner-Pilger Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Students: Chad Boyer, Superintendent 801 18<sup>th</sup> Street, Wisner, NE 68791 (402) 529-3248 (cboyer@igators.org)

Employees and Others: Chad Boyer, Superintendent 801 18<sup>th</sup> Street, Wisner, NE 68791 (402) 529-3248 ([cboyer@igators.org](mailto:cboyer@igators.org))

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

(1) Description of the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Names of any witnesses to the matter being complained about: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) Identify and attach any document supporting the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) Confidentiality: I \_\_\_ do \_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(5) Relief requested (what I want done in response to this complaint):

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The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

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

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**WITNESS DISCLOSURE FORM**

*Name of witness:* \_\_\_\_\_

*Position of witness:* \_\_\_\_\_

*Date of testimony, interview:* \_\_\_\_\_

*Description of instance witnessed:* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Any other information:* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree that all of the information of this form is accurate and true to the best of my knowledge.

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

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



## **Family and Medical Leave Policy**

Please contact Superintendent Chad Boyer for forms at [cboyer@igators.org](mailto:cboyer@igators.org).

# Wisner-Pilger School District Staff/Line Relationship



