

**Introduction**

The Budget Repair Bill fundamentally changes the rights and responsibilities of public sector employers and employees in the State of Wisconsin. Significantly, with the exception of public safety employees, municipal employers are *prohibited* from bargaining collectively with a bargaining unit with respect to any factor or condition of employment, except for total base wages. As collective bargaining agreements expire, significant and long-standing employee benefits are no longer subject to bargaining.

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**District Contact Information**

**School District of Cameron Board Members**

President - Don Rappel

Vice President Gene Phillips

Treasurer - Roland (Randy) Hill

Clerk - Roger Olson

Member - Allen Breeden

**Administration**

District Administrator - Joe Leschisin

High School Principal – John Meznarich

Middle School Principal - Tom Spanel

Elementary Principal - Patricia Schroeder

**School District of Cameron Educational Philosophy**

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*The School District of Cameron, in partnership with parents and community, ensures educational opportunities that give each student the knowledge, skills and attitudes to succeed in an ever changing world, by providing a safe environment and a caring staff that is responsive to individual needs.*

**General Policy Statement**

It is the policy of the School District of Cameron to provide **equal opportunity in employment** to all qualified employees and applicants for employment. Positive action is required from all employees to help ensure that the School District of Cameron complies with its obligations under state and federal law.

**This handbook is not a contract of employment;** the Handbook supersedes and replaces provisions previously found in collective bargaining agreements that have expired and/or found in personnel policies and procedures that require modification due to the Budget and Budget Repair Bill. This Handbook is subject to change and modification with or without notice.

**The Role of Management**

The Board of Education recognizes and respects the rights and responsibilities accorded all citizens of the United States and the State of Wisconsin by the federal and state constitutions.

All rules and regulations governing employee activities and conduct are to be interpreted and applied as uniformly as is reasonably possible throughout the District. The Board on its own behalf and on behalf of the electors of the School District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and laws of the State, the Constitution of the State of Wisconsin, and/or the United States. Such rights, duties, etc., may include by way of illustration and not by way of limitation the right to:

- A. Manage and control its business, equipment and operation by directing the working force and affairs of the entire school system within the boundaries of the School District of Cameron.

- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule the foregoing.
- C. Direct the working forces, including the right to establish and/or eliminate positions, to vacate and rehire, evaluate, promote, suspend, non-renew and discharge employees, transfer employees, assign work or duties to employees, including assignments for all programs of an extra-curricular nature, determine the size of the work force and to lay off employees.
- D. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work, including automation or subcontracting thereof of changes therein.
- E. Determine the qualifications of employees.
- F. Determine the policy affecting the selection, testing or training of employees.

In meeting such responsibilities, the Board acts through the Administrative Team. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment; and revision of rules and regulations governing and pertaining to work and conduct of its employees.

**The Role of the Support Staff**

All School District of Cameron employees are obliged to do their part to create the best possible learning circumstances for the District’s students. The effect each can have on the students by their individual support is varied and significant. Members of the Support Staff have a tremendous opportunity to help shape the lives of their students.

**Duties and Responsibilities**

Expectations of all School District of Cameron employees include but are not limited to:  
 Carrying out policies as developed by the Board of Education and Administration.  
 Caring for facilities and school equipment used in the classroom or for school related activities.  
 Helping pupils to understand the proper care and respect for the school building and equipment.  
 Keeping abreast of current developments that affect their job assignments which impact on their ability to effectively carry out their responsibilities.

**Equal Opportunity, Non-Discrimination & Harassment Policy**

The School District of Cameron is committed to equal educational opportunities for all students in the District.

It is the policy of the School District of Cameron, pursuant to Section 118.13, Wisconsin Statutes, and PI 9, that no person on the basis of gender, race, age, color, religion, national origin, ancestry, creed, pregnancy, marital status, genetic testing, arrest record, conviction record, membership in the national guard, state defense force or any other reserve component of the military forces, or use or non-use of lawful products off the employer’s premises during non-working hours, sexual orientation, or physical, mental, emotional, or learning disability, may be denied admission to any school in this District or be denied participation in, be denied the benefits of, or be discriminated against in any curricular, extra-curricular, pupil service, recreational, or other program.

This policy also prohibits discrimination under related federal statutes, including Title VI of the Civil Rights Act of 1964 (race and national origin), Title IX of the Education Amendments of 1972 (sex), and Section 504 of the Rehabilitation Act of 1973 (handicap).

It is the policy of the School District of Cameron to provide equal opportunity in employment to all qualified employees and applicants for employment. Positive action is required from all employees to help insure that the District complies with its obligations under state and federal law. Equal consideration to all qualified persons includes, but is not limited to, the following functions:

- A. Hiring, placement, promotion, transfer, or demotion;
- B. Recruitment;
- C. Compensation for employment;
- D. Conditions of employment;
- E. Training; and
- F. Involuntary layoff or separation from employment.

Our policy objective is to employ individuals who are qualified for specific work by such job-related standards as experience, demonstrated attitude and skill, education, training, overall ability and other relevant considerations.

It shall be the responsibility of the District Administrator to examine existing policies and develop new policies where needed to ensure that the School District of Cameron does not discriminate pursuant to federal and state law. The District Administrator shall ensure that an employee is designated annually to receive complaints filed under Section 118.13, Wisconsin Statutes, PI 9, Wisconsin Administrative Code, Title IX of the Education Amendments and Section 504 of the Rehabilitation Act of 1973. That employee shall ensure adoption of a complaint procedure to resolve complaints alleging violation of these laws, assure that an evaluation of the District's compliance with Section 118.13, Wisconsin Statutes is completed every five (5) years under PI 9, Wisconsin Administrative Code and submit Form PI-1197 to the Department of Public Instruction annually.

### **Discrimination Complaint Procedure**

Any complaint regarding the interpretation or application of the District's nondiscrimination or equal opportunity employment policies shall be processed in accordance with the following procedures. It is the responsibility of each and every employee to immediately report to management any and all health and safety issues, discriminatory, harassing or retaliatory conduct which may relate to the work environment whether it occurs on or off the job. Such conduct includes conduct by employees toward other employees, by employees toward students and by members of the public toward employees which relates to their work.

**Definition of Harassment and Acts of Discrimination:** Harassment and acts of discrimination to be reported by employees can include:

- A. Unsolicited and repeated derogatory epithets, derogatory statements or gestures made to a person because of his/her protected status.
- B. Any attempt to penalize or punish a person because of his/her protected status.
- C. Creating an offensive and hostile working environment for a person because of his/her protected status, including sexual harassment.

Reports and allegations of workplace harassment and/or discrimination will be subject to investigation by management as soon as reasonably possible. If an employee is found to be responsible for harassment or other discriminatory conduct, then appropriate disciplinary action may be taken, up to and including a termination from employment. However, such action cannot be taken if management is not first made aware of the complaint.

### **Informal Procedure**

The person who believes he/she has a basis for a complaint shall discuss the concern with the local discrimination coordinator, who shall in turn investigate the complaint and reply to the complainant in writing within two days. If this reply is not acceptable to the complainant, he/she may initiate formal procedures according to the steps listed. The allegations should provide sufficient information and detail so that the local discrimination coordinator can thoroughly investigate the complaint. If that individual is the object of the complaint, then the employee should report directly to the President of the Board of Education.

Upon receiving an employee report of harassment, discrimination or retaliation, the local discrimination coordinator will take appropriate steps to investigate the complainant's allegations. Such reports shall be kept confidential to the maximum extent possible. An investigation may include interviewing other employees, speaking with the complainant, interviewing members of the public and reviewing documents such as e-mails, letters or memos. Based upon the investigation's outcome, management will take appropriate action to resolve the complaint. A resolution may or may not result in disciplinary action being taken by the employer.

### **Formal Complaint Procedure**

- Step 1: It is preferred that a written statement of the complaint be prepared by the complainant and signed. This complaint shall be presented to the local discrimination coordinator within five business days of receipt of the written reply to the informal complaint. The coordinator shall further investigate the matters of the complaint and reply in writing to the complainant within five business days if reasonable to do so.
- Step 2: If the complainant wishes to appeal the decision of the local discrimination coordinator, he/she may submit a signed statement of appeal to the District Administrator within five business days after receipt of the local coordinator's response to the complaint. The District Administrator shall meet with all parties involved, formulate a conclusion, and respond in writing to the complaint within ten (10) business days.
- Step 3: If the complainant remains unsatisfied, he/she may appeal through a signed, written statement to the Board within five business days of her/his receipt of the District Administrator's response in Step 2. In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within 15 days of the receipt of

such an appeal. A copy of the Board's disposition of the appeal shall be sent by the Board's secretary to each concerned party within ten business days of this meeting.

## **Conditions Of Employment**

### **WRS Contribution**

The School District will provide retirement contributions to all employees in accordance with State law. Once an employee is eligible for coverage under WRS (Wisconsin Retirement System), coverage is mandatory and an employee may not 'opt' out of WRS. Employers and employees are required to pay one-half of the actuarially required contribution. Employee contributions are pre-tax.

### **School Calendar**

The school calendar shall be determined by the Board of Education. There will be 180 student days. All days shall be assigned by Administration. The first three days during which school is closed due to inclement weather will not be made up; employees will not experience a loss in wages. Any other cancellations due to an emergency will be made up at the discretion of the Board of Education and Administration Team.

### **Total Base Wages & Other Forms Of Compensation**

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

No change in the salary schedule is expected at this time. ~~Pending a majority vote on a Collective Bargaining Unit, negotiations will occur regarding total base wage and the CPI (Consumer Price Index).~~

### **Salary Schedule**

To be completed.

### **Work Schedule**

#### A. Definitions:

1. "Full-Time" shall be ~~thirty (35)~~ (30) hours per week for all employees. "Full-Time" shall apply as such to both twelve-month and school-year employees.
2. "Workday" shall be no more than eight (8) hours as determined by the District.

3. "Limited Term Employee" - LTE jobs are limited to no more than 1,043 hours of work within a twelve-month period. Limited term jobs vary in duration and work hours may be full or part time depending on individual program needs, budgets, and seasonal demands. As a limited term employee, if you work 1,043 hours or less during a twelve-month period, you may continue in the position for another 1,043 hours or less during the next year or until the job ends.

B. Employees shall receive time and one-half for all hours worked over 40 hours per week.

C. Employees shall receive a schedule of days/hours to be worked.

D. All full-time employees shall receive two paid fifteen (15) minute coffee breaks per shift, except the cooks who shall receive one paid fifteen (15) minute coffee break per shift plus a paid thirty (30) minute lunch break per shift. The timing of such coffee and lunch breaks shall be at the District's discretion; however, there shall be no coffee break for any shift less than four (4) hours in duration.

E. All full-time employees (except cooks as provided for in D. above) shall receive a thirty (30) minute unpaid lunch break as scheduled by the Superintendent.

In the event of an emergency which requires the employee to work during the regularly scheduled lunch time, another thirty (30) minute period shall be provided to that employee for lunch break in lieu thereof.

- F. Extra bus trips shall be posted when known and distributed equally on a rotating basis among drivers. Drivers have the right to refuse such trips. If no driver volunteers to drive, the District may ask the least senior driver without a legitimate excuse to drive, providing the District gives the driver at least twenty-four hours notice.
- G. Custodians will work a total of 40 hours during each work week (Monday through Friday).

**Wages and Other Forms of Compensation**

Summer School aides who are employed as aides during the regular school year will be paid at a rate of \$14.40 per hour. Other summer employees may be hired on an occasional basis and their pay rates shall be determined by the District.

Payday will be on the fifteenth and the last day of each month. Salary shall be paid in 24 installments and will be directly deposited into the institution of the employee's choice. If payday occurs on a Saturday, Sunday, or school holiday, checks will be distributed the day before.

Any courses required of employees by the District shall be paid for by the District. This amount shall include but not be limited to tuition, books, and other course-related materials, mileage, rooms and meals, and hourly wages.

Any time employees must use their own vehicles for school business, they shall be compensated at the IRS accepted rate.

It is an employee's responsibility to notify the District of any changes that occur in their name, address, telephone number, marital status, name and number of dependents, number of tax exemptions, insurance classification, beneficiary changes, or individuals to be contacted in case of emergency.

**Paid Holidays**

The following holidays will be fully-paid holidays (pay that is normally paid for the employee's normal workday) with the employee not working during such days:

- A. For calendar-year, full-time employees, the holidays are Memorial Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas, New Year's Day, Good Friday, 4th of July, and Labor Day.
- B. If the holidays, as listed, fall on a Saturday or Sunday, the day to be observed will be either the previous or the next workday as determined by the Superintendent.
- C. If it is necessary for an employee to work on a paid holiday, the employee shall be given time and one-half for compensatory time or paid double-time for working at the District's discretion.
- D. For 9-month employees, the holidays are Labor Day, Day after Thanksgiving, Christmas, and Memorial Day.

**Vacation**

All twelve-month employees are entitled to paid vacations under the following schedule:

- A. No vacation in the first year.
- B. One (1) week vacation in the second year.
- C. Two (2) weeks vacation in years three through ten.
- D. Three (3) weeks vacation in years eleven through twenty.
- E. If contracted for all days (260), four weeks vacation in years twenty-one and following. If contracted for less than (260) days, ratio the days to a full equivalent to determine vacation in years twenty-one and following.
- F. Upon reaching the one year anniversary of hire the employee will be given pro-rated vacation of days to complete the fiscal year. From then on the anniversary date will convert to July 1.

Employees eligible for two (2) weeks of vacation may request up to five (5) days of vacation during the school year on days when school is in session for students.

Employees eligible for three (3) weeks of vacation may request up to seven (7) days of vacation during the school year. Up to five (5) days may be taken when school is in session for students.

Employees eligible for four (4) weeks of vacation may request up to ten days of vacation during the school year. Up to eight of those days may be requested for those days school is in session for students. Only one (1) person from a job classification per building may be on vacation at a time. Each attendance area is regarded as a separate building: Elementary School, Middle School, and High School. A request shall be granted if it does not come at a critical need time. Examples of critical need time follow.

Vacation may not be requested for the following days:

- (a) The five (5) working days before students are scheduled to begin the fall school term and the first five (5) working days that students are scheduled to be in attendance.
- (b) The last eight (8) working days in the spring that students are scheduled to be in attendance and the first two (2) days after that final student attendance day.
- (c) Secretarial Employees: Parent/Teacher Conferences. Secretaries are also aware that reports must be completed on the dates needed - example: state reports, end of quarter, semester schedules, etc.
- (d) Custodial Employees - Special Events: One (1) working day before the event and the day of the event with a maximum of six (6) school-related events within the student calendar year.

Employees who resign, and who provide two weeks' notice of their intention to do so, shall be paid for the vacation fully earned, but not yet taken during that year of their employment.

All vacation time shall be the equivalent of the hours worked during a normal work week during the school year and shall not include legal paid holidays. (For example if an employee's workday is 7.5 hours, a vacation day will be 7.5 hours.) **Vacation time will be non-cumulative.**

### **Physical Examination**

- A. Health examinations required by the District shall be paid for by the District.

### **Absence / Leave**

- A. Sick Leave: All employees shall accumulate sick leave at the rate of one (1) day per month [ten (10) days for school year employees and twelve (12) days for calendar year employees] to a maximum of sixty (60) days. Sick leave for purposes of this Article is hereby defined as being equivalent to normal hours worked. A day in this section is defined as a normal workday. Staff shall be allowed to use accumulated sick leave days to care for a personal illness or illness to an immediate family member. "Immediate family" shall be defined in this Agreement as the same definition found in the federal Family and Medical Leave Act (FMLA).

Employees shall be given a written accounting of their accumulated sick leave at the beginning of each school year.

At the close of each fiscal year each employee's accumulated and unused sick leave, in excess of the maximum accumulation of sixty (60) days, will be computed and employees will be paid for such unused sick leave time at the rate of \$22.00 per day.

Upon retirement from the District at age sixty (60) or older and with at least ten (10) years of service to the District, an employee will receive \$20.00 per each unused sick leave day to a maximum of sixty (60) days.

**Pre-Arranged Medical: Employees are encouraged to make medical appointments and dental appointments during non-working or non-contract days.** The District recognizes that it is not always possible, thus, if a medical appointment requires the employee to be absent from work all or part of a day, the District will allow sick leave to be used if prior notice is given.

- B. Personal Leave: Employees shall be granted up to three (3) days of personal leave per year. Requests to grant personal leave on a specific date may be limited to three (3) persons per building with applications received earlier taking precedence over those received later (first come, first served). Thereafter, personal leave may be granted by the

Superintendent based upon the availability of suitable substitutes. Personal leave may not be taken in less than one-half (½) day increments.

- C. Funeral Leave: Employees will be granted up to three (3) days of paid leave per occurrence, up to a total of six (6) days per year, not charged against accumulated sick leave, for anyone's funeral at the discretion of the employee.
- D. Jury Duty: Employees required to be absent for jury duty shall be granted jury duty leave. Any remuneration, excluding actual expenses, received by the employee for jury duty shall be given to the District within three (3) days of receipt thereof.
- E. Personal Business Leave:

Each employee shall be granted two (2) days of unpaid personal business leave each school year, subject to the following:

1. No reason for the leave request need be given.
2. Requests shall be granted on a first-come, first-served basis.
3. Only one (1) person from each of the following groups will be allowed to take personal leave per day:
  - a. Elementary School
  - b. Middle School
  - c. High School
  - d. Bus Drivers

**Insurance (Note: Employees will be eligible for health insurance if they average 30 hours weekly per the Affordable Healthcare Act.)**

- A. ~~The District will pay a dollar amount equal to 88 percent of the family or single plan health insurance premiums.~~  
The Employee's contribution to the health insurance premium will not be more than 12%. The actual contribution is calculated annually and varies with the experience of the District's HRA contribution.
- B. The District will pay a dollar amount equal to 100 percent of the family or single plan dental insurance premium for full time employees. The dental plan shall include orthodontics coverage.
- C. The District will pay a dollar amount equal to the full disability insurance premiums.
- D. The District may change its health or dental insurance carriers or self-fund those programs at its discretion. The District will work with an employee Insurance Committee to receive input on changes.
- E. The District shall provide an IRS Section 125 plan with a cash-in-lieu of insurance component for all full time employees. LTE employees are not eligible for the cash-in-lieu option. For eligible employees who elect not to enroll in the district's group health or dental plan, or both, the District shall contribute the fixed amount of \$582.25 - health; \$47.70 - dental to the IRS Section 125 plan. If an employee elects the cash option, the cash payment shall be subject to state and federal withholding and the required FICA and WRS contributions.
- F. Insurance premium contributions and Cash-in lieu-option payments for 9 month employees hired after September 1, 2011 will be pro-rated at a rate of nine-twelfths of the premium costs. This does not pertain to LTE employees.

**Layoffs**

The Employer retains the right to lay off employees, in whole or in part, and to retain those employees who are most qualified to perform the available work, regardless of their previous length of employment.

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

**Discipline**



Employees are expected to work in a competent and conscientious manner which reflects favorably upon the employee and the District.

Disciplinary action against employees may be taken for violations of standards of conduct, violations of policies and procedures, or for unsatisfactory work performance. Disciplinary action is to be taken only after a full investigation and after giving the employee an opportunity to respond to any and all allegations.

The level of discipline imposed will take into consideration the seriousness of the infraction as well as the employee's performance record. When appropriate, discipline should be corrective in nature. At the District's sole discretion, various types of employee discipline may be imposed which include, but are not limited to verbal warning, written warning, suspension or discharge. None of the disciplinary measures are required to be used before discharge from employment occurs nor are the listed disciplinary actions required to be used in any specific order. The District has the right to repeat any disciplinary action.

The following is a list of examples of behavior which would normally justify disciplinary action:

- Fraud
- Incompetence
- Inefficiency
- Unauthorized Absence
- Neglect of Duty
- Dishonesty
- Insubordination or Willful Misconduct
- Repeated absence or tardiness or improper use of leave
- Negligence or willful damage to property.
- Discourteous treatment of the public or fellow employees.
- Sexual or other unlawful harassment.
- Violation of any lawful order, directive, policy, or work rule.
- Failure to obtain and maintain a current license or certification as required by law or the employer.
- Failure to maintain effective working relationships with other employees or the public.
- Assuming duties while under the influence of controlled substance or intoxicants; or possession or use of intoxicants or controlled substance during work hours. Employees suspected of being under the influence of alcohol or controlled substances may be required to take a breathalyzer or blood/alcohol count test.
- Conviction of a felony or misdemeanor the circumstances of which are substantially related to the duties performed.

The offenses list is not intended to be all inclusive. Discipline or discharge may occur for any other reason depending upon the seriousness of the offense and the particular circumstances involved.

All discipline is to be documented with a copy provided to the employee and a copy to be placed in the employee's personnel file.

### **Grievance Procedure**

**Adopted: 09/26/11**

**GBM**

#### **School District of Cameron Grievance Procedure Policy**

**POLICY:**      **To provide a timely and orderly review of decisions concerning:  
a) employee terminations; b) employee discipline; and c) workplace safety.**

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

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee's employment with the District. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment.

## **II. Definitions**

### **A. Definition of "Employee":**

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

### **B. Definition of "Discipline":** For purposes of this procedure, "discipline" means an employment action that results in a disciplinary suspension or disciplinary demotion. "Discipline" for purposes of access to this grievance procedure does not include any written or verbal notices, warnings, reprimands, or reminders; verbal disciplines will be documented, but is not subject to the grievance procedure. The purpose of written and verbal notices, warnings, reprimands, or reminders is to alert the employee that failure to correct the behavior may result in disciplinary suspension, without pay, disciplinary termination, or disciplinary demotion.

### **C. Definition of "Termination":** For purposes of this procedure, "termination" means a separation from employment by the employer for disciplinary or quality of performance reasons. "Termination" does not include layoff, reduction in workday, furlough, reduction in workforce, job transfer or reassignment, or the end or completion of temporary employment, which are not subject to the grievance procedure.

### **D. Definition of "Workplace Safety":** For purposes of this procedure, "workplace safety" includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. "Workplace Safety" does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

## **III. General Provisions**

### **A. Role and Appointment of "Impartial Hearing Officer":** For purposes of this procedure, the role of the "Impartial Hearing Officer" will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties' respective arguments. The Impartial Hearing Officer shall be appointed by District Administrator based upon the nature of the matter in dispute.

### **B. Time Limits:** Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the basis of the District's last answer. Failure of a District representative to meet the time limits specified below shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties.

### **C. Days:** The term "days" as used in this provision means calendar days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or holiday as defined in the Handbook, the time limit is the next day which is not a Saturday, Sunday, or holiday.

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

**IV. Procedure for Grievances Concerning Employee Terminations and Employee Discipline:**

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

**Step 1:** An earnest effort shall be made to settle the matter informally between the aggrieved employee and the employee's immediate supervisor. If the grievance is not resolved informally, then it shall be reduced to writing by the employee who shall submit it to the employee's immediate supervisor within thirty (30) days after the facts upon which the grievance is based first became known, or should have become known, to the employee.

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

The supervisor will reply in writing to the employee within thirty (30) days after receipt of the written grievance.

**Step 2:** If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the District Administrator or designee within ten (10) days after receipt of the supervisor's written answer to request a hearing before an Impartial Hearing Officer. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating the reasons for one of four decisions: 1) Sustaining the discipline/termination, 2) Modifying the discipline/termination, 3) Denying the discipline/termination, or 4) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

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

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

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

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

**V. Procedure for Grievances Concerning Employee Workplace Safety:**

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

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

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

**Step 2:** After receipt of the written report, the Building Principal or designee will conduct additional investigation, as required, and normally issue a final report on its findings and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the persons who signed the written report as well as to the District Administrator or designee.

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

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating one of three outcomes: 1) Sustaining the conclusions of the Building Principal, 2) Denying the conclusions of the Building Principal and ordering additional or alternative remedial measures, or 3) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

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

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

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

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

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

All employees have a duty to report any discovered or suspected unauthorized or improper usage of electronic or social media with impact to the work place.

Employees who violate this policy or any of its guidelines may be subject to discipline, up to and including immediate termination of employment.

#### Guidelines (Electronic Media)

1. All District provided media systems belong to the District. Additionally, all messages, files composed (sent or received) on these systems are and remain the property of the District and are not the private property of any employee.
2. The use of the District's electronic media is reserved solely for the conduct of business, during working hours. However, if employees wish to use these systems during breaks, lunch period, before or after regular working hours, they may do so but employees are specifically prohibited from using these services for any illegal, illicit, immoral or offensive purposes.
3. The electronic media systems may not be used to:
  - a. Solicit or proselytize for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations.
  - b. Create any offensive or disruptive messages or documents.
  - c. Send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials with prior authorization.
4. The District reserves and intends to exercise the right of review, audit, intercept, access and disclose all internet activity and any messages or documents created, received or sent over the District's electronic media systems for any purpose.
5. The confidentiality of any message cannot be assumed. Even when a message is erased, it is still possible to retrieve and read. The use of passwords for security does not guarantee confidentiality as all passwords must be disclosed to management or they are invalid and cannot be used.
6. Employees may not modify, delete, or destroy any District document created by any electronic media unless specifically authorized to do so.

#### **Guidelines for School Aged Children of Staff in the Workplace**

Children of staff members must be appropriately supervised at all times.

Staff members are expected to carry out work duties/responsibilities when their children are with them before or after school.

Children should not be in areas of the school intended for adults only. This includes the staff lounge, adult bathrooms, kitchen, and work area by the laminator and near printers and/or copy machines where there could be confidential information.

Staff members need to arrange off-site childcare for the following:

- Early Release
- Parent-Teacher Conferences
- In-service days

Staff members may arrange for on-site supervision for their children while the staff member attends the following:

- IEP meetings
- Before or after school meetings/training sessions.

Children of staff members are not to be present at meetings or training sessions.

#### **Personal Transportation Used for School Use**

**Car Insurance:** Employees who transport students for school activities in their cars shall carry a minimum insurance policy limits of \$500,000 combined single limit (CSL) liability, or \$250,000/\$500,000 bodily injury and \$100,000 property damage. A minimum of private car transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include:

but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle. See Wis. Stats. 121.555.

NOTE: Transporting students in personal vehicles is discouraged; however, when necessary, it should be done in accordance with this handbook.

### **Social Media Guidelines**

1. An employee must not:
  - a. Engage in social media activity on work time unless given special permission from their supervisor or if it is related to job performance.
  - b. Use social media to engage in or post communications or material that would violate any other Handbook Policy.
  - c. Disclose confidential information.
  - d. Post communications or material that is disparaging, obscene, profane, vulgar, bullying, threatening, inappropriately inflammatory, or any material that violates the law. This may subject a person to criminal and civil liability.
  - e. Expect that your communications are private in any way. Once posted on-line it is completely out of the employees control and generally available to anyone in the world.
2. When using their own equipment outside the workplace and work time, the employee must make it clear that views expressed are personal and not that of the District.
3. If you have any questions about what is appropriate, ask your supervisor.

### **INFORMATION/TECHNOLOGY ACCEPTABLE USE CODE OF CONDUCT FOR STAFF**

#### **Overview**

The School District of Cameron (the 'District') supports staff use of IT resources for the sole purpose of achieving District educational goals, standards, and curricular objectives. IT resources are defined as hardware, software, data, and networks. This includes local databases, externally accessed databases on the Internet, storage media, communication technologies (including e-mail and video) and new technologies as they come available.

Access to these resources provides unique professional teaching opportunities for staff. Staff access is a privilege, not a right. Staff is responsible for demonstrating appropriate behavior while using IT resources just as they are in a classroom or school building.

Network storage areas and individual diskettes are treated like District operational property. General professional rules for behavior and communication apply. In addition, each staff member is required to sign the Information/Technology Acceptable use Code of Conduct permission before utilizing computers and peripherals, central storage, and before accessing the Internet for information or for communication (electronic mail).

Violations of established policies and procedures might result in the loss of access to IT resources. Additional disciplinary action may be taken according to existing practices and policies. When applicable, law enforcement agencies may be involved. Individual users are ultimately responsible for their activity on the IT resources.

The District may review files and communications to maintain system integrity and ensure that users are demonstrating acceptable use of systems. The District will not be held liable for any information that may become lost, damaged, or unavailable due to technical or other difficulties. The District is not liable for losses, claim, or demands against the District or any user by any other party based on the user's unethical or illegal use of IT resources.

#### **Code of Conduct**

The School District of Cameron (the 'District') is pleased to use IT resources to enhance student learning of District curriculum. Students will learn from a variety of computer applications and utilize software to learn curricular objectives. To allow this to occur, staff will use these resources for professional and teaching purposes.

We believe that the benefits to students from access to central storage and to the Internet can greatly enhance their learning if used appropriately. District personnel will instruct students on acceptable use and relevant information sources that support the District curriculum. They will also monitor student behavior and communications. Staff will receive instruction on ways that they can accomplish these items.

The District has the right to remove computer and networking privileges, take any disciplinary action up to and including termination, and/or take legal action, for any activity characterized as unethical and/or unacceptable in the use of any of the IT resources. Users should not expect stored files to be private.

Staff is responsible for their own behaviors and is expected to comply with the following Information/Technology Acceptable Use Code of Conduct:

1. Staff supervision is required when students are in labs or using IT resources. This includes, but is not limited to, overseeing content accessed by students, ensuring students are not providing personal information to others on the Internet without specific parent/guardian approval, monitoring for safety and security of students if the teacher chooses to use e-mail, chat, or other forms of direct electronic communications as a teaching tool in the classroom or extracurricular activity.
2. No eating or drinking near computers as spillage can damage the equipment.
3. The Internet is to be used for curriculum objectives, not for personal use such as advertisements or personal financial gain.
4. IT resources will be handled with care. There will be no physical damage or network interruptions such as introduction of viruses or deletion of files.
5. Communication will follow professional standards. Offensive messages or pictures will not be sent, displayed, or downloaded. District harassment policies apply.
6. Users of IT resources will respect the rights and privacy of others. Each staff member will only use his/her assigned password/ID and will not trespass into the files, folders, or work of other users. Teachers do have the right to access the work of students in their classes as it pertains to the class. Teachers will not allow students to use others' login Ids and passwords.
7. Copyright laws will be respected. All quotations, references, graphics, video clips, digital music, and other information will be cited to give credit to the originator. Plagiarism is not an acceptable practice.
8. School employees are expected to maintain professionalism while using social media.
  - [Bulleted list of suggestions here](#)

#### **School E-Mail**

Using e-mail as a form of communication is a fast and accurate way to distribute information. School staff is encouraged to use e-mail. All staff computers have been set up with e-mail groups. The groups are as follows: a) entire school staff; b) elementary staff (PK-4); c) middle school staff (5-8); d) high school staff (9-12). It is very likely that individual staff names may be in more than one e-mail group list due to that individual working with more than one group. Please update your e-mail groups on a yearly basis. E-mail groups are not to be used to distribute non-school related e-mails such as jokes, chain letters, items for sale, or other personal items.

Most office memos and information which does **NOT** require an attachment will be delivered through e-mail.

#### **Evaluations**

To be determined

#### **Personnel Files**

Reasonable access to personnel records will be authorized in accordance with public records laws and regulations. Employees and other authorized viewers of records, have the right to review and copy, but not remove or alter personal records. The review is made in the presence of the District Administrator.

All information in the employee's file is kept in strict confidence and may be made available only to the individual employee or to authorized administrative personnel unless release to the public is required pursuant to the public records laws.

The employee is to acknowledge that she/he has read such material by affixing his/her signature to the actual copy on file, with the understanding that the signature signifies that the employee has read the material and does not necessarily indicate agreement with the file contents.

The employee may answer any material in the employee's file and such answer shall be attached to the file copy pursuant to Wisconsin Statutes 103.13.

Privileged information such as confidential credentials and other related personal references asked for at the time of employment are specifically exempt from review. These may be removed prior to review of the file and contents.

## **Workplace Safety**

Should a hazardous situation exist, safety concerns always take precedence over continuing operations. All safety issues, no matter how insignificant the situation may appear, must be reported to the PK-12 Principal. A form for reporting safety issues is to be found on the District's website Administrative page. Any employee, who identifies new ways to increase workplace safety, should make these recommendations known to the PK-12 Principal.

## **Drug And Alcohol Prohibitions**

Employees may not report to work or be under the influence of alcohol or illegal drugs during working hours. This includes any paid or unpaid lunch periods as well as training sessions and working hours of conferences. The sale, possession, transfer or purchase of illegal drugs in the course and scope of employment is prohibited.

All employees who have reason to believe that a colleague, subordinate, or supervisor is at work under the influence of alcohol or illegal drugs are required to report this immediately to their immediate supervisor. If said supervisor is the subject of the report then the report should be made to the District Administrator. Confirmation of receipt of the report should be made; if that does not occur, a follow-up report should be made. A form for this purpose may be found on the Administration page of the District website.

The District may conduct drug and alcohol testing based on reasonable suspicion that the employee is under the influence of alcohol or illegal drugs and may conduct testing for employees in testing designated positions (such as CDL). Any such testing is done in accordance with established procedures.

## **Retirement**

Upon reaching age 62, full-time employees are eligible for a District payment of (\$325) per month toward District medical insurance as follows:

Ten years of service in the District	-	Twelve months eligibility.
Fifteen years of service in the District	-	Twenty-four months eligibility.
Twenty years of service in the District	-	Thirty-six months of eligibility.

In the event of the death of the retiree, the remaining agreed-upon monthly contributions shall be paid to the surviving spouse of the retiree. In the event that the retiree is not survived by a spouse, or upon the subsequent death of the spouse, the District's obligation shall be terminated.

Participants in this retirement plan shall be subject to the following provisions:

1. The retiring employee must notify the Administration in writing on or before March 15 of the year in which the employee intends to retire.
2. Payments to the District's health insurance provider would begin on the following July 1 or on September 1 corresponding with the point in time that the retiring employee's insurance benefit coverage by the District expires.
3. The failure of the employee to guarantee timely insurance payments shall result in the termination of the employee from the insurance plan.
4. The monthly contribution payment for qualifying part-time employees shall be pro-rated on the employee's percentage of contract in their last year of employment.
5. All retirement benefits shall terminate and/or be forfeited upon termination of employment for any reason.



**Employee Acknowledgment**

*(To be signed and returned to the District Administrator by September 5, 2014.)*

I, \_\_\_\_\_, acknowledge receipt of this Employee Handbook.

I understand that while the School District of Cameron believes wholeheartedly in its policies and procedures, many of which are set out in the Handbook, they are not conditions of employment. Rather, the Employee Handbook is simply a means to acquaint me with the School District and its operations, and provide guidelines in regard to its policies and my employment.

I further understand that I have an existing employment contract with the District, as required and pursuant to Wis. State. 118.21 (1), and that this Employee Handbook does not constitute a separate contract of employment, express or implied, between the School District and myself and that no oral statements by supervisors or administrators can alter this disclaimer or create a separate contract.

~~I understand that in the event any provision in this Employee Handbook conflicts with any applicable collective bargaining agreement provision, the collective bargaining agreement shall control.~~ I understand that the School District of Cameron reserves the right to modify, amend, or delete any provisions of the Employee Handbook at any time. I will receive copies of any such modifications, amendments, or deletions.

I understand that this Employee Handbook supersedes all previous manuals, handbooks, and personnel policies that I have received or have been advised of by the District. I also understand that any subsequent revisions to the provisions of this Handbook after I commence my employment will supersede those contained herein.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date