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**GERMANTOWN SCHOOL DISTRICT**  
**PROFESSIONAL STAFF**  
**NON-AFSCME**  
**EMPLOYEE HANDBOOK**

**Board Approved 8/22/2011**

**EMPLOYEE HANDBOOK  
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## 1. MISSION STATEMENT/VISION/CORE VALUES

### MISSION STATEMENT

The mission of Germantown School District, community of learners, is “**Empower and Inspire Every Student to Success.**”

### VISION

The Germantown School District will be the premier district in Wisconsin.

### CORE VALUES

Core values are statements of how the community can expect us to respond and define the character of the organization.

- We hold **ourselves and our students** to high standards of performance and responsible behavior.
- We ensure that **students** have the needed skills to be productive, participatory citizens.
- We ensure **collaborative instruction** is provided in a **safe learning environment** to meet individual student needs, interests, and abilities.
- We will **partner with families and the community** to fulfill the responsibility of educating students.
- We provide a quality education while being **fiscally responsible**.
- We prepare students for an **ever-changing future**.
- We **assess** student learning and respond.
- We **work collaboratively** in the **best interest of students**.
- We **celebrate success**.

### STRATEGIC OBJECTIVES

Strategic Objectives offer key areas in which the district will focus its attention on during the next three years.

- Enhancing Quality Teaching
- Engaging Community Partnerships
- Maximizing Operational Efficiency
- Transforming Learning through Technology

*Board Approved – May 23, 2011*

## 2. MESSAGE FROM THE SCHOOL BOARD AND DISTRICT ADMINISTRATOR

Dear Professional Educator:

**On behalf of the Germantown Board of Education and Administration, we would like to take this opportunity to personally welcome each of you to the Germantown School District.** Whether you are new to the School District or a long time employee, we offer our gratitude for your commitment to the learning of our students and offer its commitment to assure that you experience a professional environment characterized by safety, respect, collaboration, productivity, growth and satisfaction. The work of this organization is accomplished through our employees. **Educating our students to become successful and providing them with a state leading education will require the commitment, passion, and innovation of all professional employees.** Through collaboration, commitment, communication and a constant focus on improvement through innovation, we will build on the successes of the past to create a future of which we all can be proud.

Our goal is to attract and retain a staff of talented, dedicated, effective employees. This demands that we create and protect a work environment that values and nurtures these characteristics and offers opportunities for growth, success and satisfaction characteristic of high performing organizations.

The School Board knows that working in the Germantown School District is a choice and appreciates your choice to dedicate your professional talent and expertise to the success of our learners. Our hope is that this relationship is long, productive and professionally fulfilling.

Sincerely,

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Dr. Michael Erdmann  
Board President

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Dr. Susan Borden  
District Administrator

### **3. INTRODUCTION/PURPOSE OF HANDBOOK**

This handbook has been prepared to acquaint teachers and other staff with Germantown School District's policies, procedures, rules and regulations. Please read and become familiar with this information and to follow the District's policies, procedures, rules, and regulations. Most of your questions should be answered in this handbook. However, if you have any questions regarding the handbook, or matters which are not covered, please direct them to the Human Resources Department. For any questions regarding benefits, please contact the District's Human Resources Department. The District also has other policies that apply to staff and students that are available on September 1, 2011 when the Board of Education policy will be posted to the on the District's website.

This handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of any other rights or benefit, or a contract of employment, expressed or implied.

The provisions set forth in this handbook may be altered, modified, changed, or eliminated at any time by the School District. This handbook supersedes any and all previous handbooks, statements, contracts, procedures, rules, or regulations given to employees, whether verbal or written.

#### **Board Policy References**

Additional information is available from Board Policies and some pertinent Board Policies are cited in brackets.

- Board Policy 0000 - Bylaws
- Board Policy 1000 - Administration
- Board Policy 2000 - Program
- Board Policy 3000 - Professional Staff
- Board Policy 4000 - Support Staff
- Board Policy 5000 - Students
- Board Policy 6000 - Finances
- Board Policy 7000 - Property
- Board Policy 8000 - Operations
- Board Policy 9000 - Relations

#### **4. EQUAL EMPLOYMENT OPPORTUNITY**

The District is an equal opportunity employer. Personnel administration in the District shall be conducted so as not to discriminate on the basis of age, race, creed, color, sex, pregnancy, sexual orientation, national origin, disability, political affiliation, handicap, marital status, ancestry, citizenship, arrest or conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United State or Wisconsin, use or non-use of lawful products off school premises during non-working hours, or any other reason prohibited by state or federal law. Board Policy 3122 and 4122 shall apply to hiring, placement, assignment, seniority, transfer, promotion, lay-off, recall or termination. Similarly, all salaries, wages, benefit programs and personnel policies shall be administered in conformity with this policy. Reasonable accommodations shall be made for qualified individuals with a disability or handicap, unless such accommodations would impose an undue hardship to the District.

Any employee who believes he/she has been discriminated against in violation of this policy may file a complaint. Responsibility for overseeing the District's equal employment opportunity and affirmative action programs and investigating discrimination complaints is assigned to the Director of Human Resources.

*Board Policy 3122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY*  
*Board Policy 4122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY*

#### **5. FAMILY AND MEDICAL LEAVE POLICY**

The Federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide employees with the right to take unpaid leave when employees need time off from work to care for themselves or a family member who is seriously ill, to care for a newborn or newly adopted child or to attend to the affairs of a family member who is called to active duty in the military.

##### **ELIGIBILITY**

###### FMLA:

- Employee must have worked for the Employer for at least 12 months.
- Employee must have worked for the Employer for at least 1,250 hours of service during the 12-month period preceding the beginning of the leave.

###### WFMLA:

- Employee must have worked for the Employer for more than 52 consecutive weeks.
- Employee must have worked for the Employer for at least 1,000 hours during the 52-week period preceding beginning of the leave.

##### **LEAVE ENTITLEMENT**

Leave under the WFMLA and FMLA will run concurrently under circumstances where an employee's use of leave qualifies under both laws. Leave under the FMLA/WFMA may be taken intermittently or on a reduced leave schedule when necessary.

###### FMLA:

Employees are allowed up to 12 workweeks of unpaid leave in a 12-month period for any combination of the following:

- Birth, adoption or foster care placement of the employee’s child.
- To care for the employee’s spouse, child or parent who has a serious health condition.
- For the employee’s own serious health condition.
- Due to any qualifying exigency arising as a result of the employee’s spouse, son, daughter or parent serving on active military duty in a foreign country. The U.S. Department of Labor defines eight circumstances that constitute a “qualifying exigency”:
  - Short-notice deployment (7 days notice or less)
  - Attend military events/ceremonies and related activities related to active duty or call to active duty
  - Childcare and school activities
  - Financial and legal arrangements
  - Counseling
  - Spend time with a military member who is on temporary rest and recuperation leave
  - Post-deployment activities
  - Additional activities not encompassed in the other categories, but agreed to by the employer and employee

Employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period to care for their parent, spouse, child or next of kin who, is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a veteran, and who has a serious injury or illness incurred or aggravated in the line of duty within the last five years that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list.

WFMLA:

Employees are allowed up to ten workweeks of unpaid leave in a 12-month period as follows:

- Up to six weeks of unpaid leave for the birth or adoption of a child.
- Up to two weeks of unpaid leave for the care of a child, spouse, domestic partner or parent with a serious health condition.
- Up to two weeks of unpaid leave for the employee’s own serious health condition that makes the employee unable to perform his or her duties.

**SERIOUS HEALTH CONDITION**

Under the FMLA/WFMLA, a “serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified

family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

### **NOTIFICATION OF LEAVE**

In the event of foreseeable FMLA/WFMLA leave, the employee must notify the Employer at least 30 calendar days before the date on which leave is to begin, or as soon as practicable. In the event of unforeseeable leave, notice must be provided to the Employer as soon as practicable after the commencement of leave.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations.

### **SUBSTITUTION OF PAID LEAVE DURING FMLA AND/OR WFMLA LEAVE**

Under WFMLA, employees may elect to substitute any type of Employer-provided paid leave (vacation, sick leave, etc.) during WFMLA leave.

Under FMLA, an employee may be eligible to substitute, or the Employer may require that the employee substitute, some forms of Employer-provided paid leave during FMLA leave.

### **CERTIFICATION**

An employee taking leave involving the serious health condition of the employee or the employee's family member will be required to provide medical certification completed by a health care provider within 15 days of requesting leave.

An employee taking leave due to a qualifying exigency arising as a result of the employee's spouse, son, daughter or parent serving on active military duty in a foreign country may be required to provide documentation verifying the need for such leave.

Employees returning to work after the completion of FMLA/WFMLA leave for their own serious health condition may be required to submit a fitness-for-duty certification verifying their ability to perform the essential functions of their position.

The Employer may require additional certifications from those employees taking FMLA/WFMLA leave as it deems necessary, and as permitted by law.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, the Employer requires that employees not provide any genetic information when responding to requests for medical information associated with FMLA leave. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

## **CONTINUATION OF BENEFITS**

During any period of FMLA/WFMLA leave, an employee will be retained in the employee's elected group benefit plans on the same basis as if the employee had been continuously employed during the employee's leave period. To continue group coverage, the employee must continue to make any contributions that the employee made to the plan before taking leave.

## **RETURN TO WORK**

Generally, an employee taking leave under the FMLA/WFMLA will be restored to the job position the employee held prior to taking leave, or to a position with equivalent pay, benefits and other terms of employment.

## **EMPLOYER RESPONSIBILITIES**

The law requires that employers covered under the FMLA inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

It is unlawful for any employer to: (1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for violation of the FMLA. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights. All questions should be directed to the Human Resources Department.

*Board Policy 3430.01 - FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")*

*Board Policy 4430.01 - FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")*

## **6. MILITARY LEAVE**

An employee who is a member of a United States Military Reserve and who may be called upon for reserve training shall be paid his or her regular weekly (40 hours) earnings. The amount of pay received by the employee will be offset by any military pay received.

Benefits due employees while on voluntary or involuntary military leave will be determined by applicable State and Federal laws and only those benefits as required by such laws will be provided. If State and Federal laws are not applicable to a specific benefit, no such benefit will be provided.

## **7. PERSONNEL RECORD MAINTENANCE AND ACCESS**

The District maintains personnel records and files for each employee. Maintaining these files with up to date information is very important as it provides the District with contact information in case of emergency, address mailings, data for payroll purposes, and information required for reporting purposes and benefit programs.

All employees must promptly notify the District Human Resources Department of any changes in:

1. Address;
2. Marital status or name change;
3. Party to be notified in case of emergency;
4. Phone number;
5. Dependent(s).
6. Ethnicity

It is the District's intent to protect the privacy of each employee and therefore the District is committed to the confidential handling of every employee's personnel information.

Records of all personnel shall be considered confidential to the extent provided by law and shall be kept in the District's personnel office. Records shall be maintained in accordance with all applicable federal and state laws and regulations and retained in accordance with the District's record retention schedule.

### ACCESS TO PERSONNEL FILE

If an employee desires to review their personnel records, contact the Director of Human Resources for an appointment. Consistent with applicable law, the School District will allow employees to inspect their personnel records twice a year and within seven (7) working days after the employee makes the request for inspection. Only administrative, management, and supervisory personnel with a need to know may review another employee's personnel records.

## **8. TEACHER-STUDENT CONTACT DAYS**

There are generally one hundred eighty (180) teacher-student contact days and nine (9) additional scheduled work days during the 2011-2012 school year. This schedule may vary from year to year as determined by the School Board. Teachers who are employed for periods extending beyond the normal school year will be compensated. A copy of the school calendar is available on the District's Website.

## 9. PROFESSIONAL RESPONSIBILITIES AND WORK DAY

Education and teaching is a professional occupation. The professional staff is to be with students for their supervision and instruction and to be present at those times needed to carry out their professional responsibilities. The schedule of each building will be developed and published. Educational and other professional requirements may make it necessary for occasional changes in normal starting and ending times. Alternate work schedules to better serve the needs of students may be developed between the District and individual staff members.

## 10. POSITION DESCRIPTIONS

Position descriptions are available for inspection for each District employee. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description.

*Board Policy 3120.01 - JOB DESCRIPTIONS*

*Board Policy 4120.01 - JOB DESCRIPTIONS*

*Board Policy 3120.04 - EMPLOYMENT OF SUBSTITUTES*

*Board Policy 4120.04 - EMPLOYMENT OF SUBSTITUTES*

*Board Policy 3120.06 – SELECTING STUDENT TEACHERS/ADMINISTRATIVE INTERNS*

*Board Policy 3120.07 – EMPLOYMENT OF CASUAL RESOURCE PERSONNEL*

*Board Policy 3120.08 - EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA CURRICULAR ACTIVITIES*

*Board Policy 3120.09 – VOLUNTEERS*

*Board Policy 4120.09 - VOLUNTEERS*

## 11. ATTENDANCE

Regular attendance is required of every District employee. It is the employee's responsibility to be ready to begin his or her professional duties on time each day and to return on time from scheduled breaks and lunch breaks. Although there are justifiable reasons to be absent from work, employment assumes the availability for work and excessive absenteeism and/or excessive tardiness will lead to discipline, including discharge.

Reporting. If a teacher must be absent or late on any work day, he or she is to notify the district via AESOP and/ or direct supervisor (designee) prior to:

6:05 a.m. for High School

6:40 a.m. for Middle School

7:30 a.m. for Elementary

Substitute Folder: Teachers are expected to have a substitute folder for use when the teacher is absent from school. The folder must be left in a visible place or on AESOP or there must be a note designating where it can be located. The folder should include information on student seating and other helpful hints to assure safe and productive instruction occurs while the teacher is out. Required for absences, the teacher should provide a detailed lesson plan that aligns to the topic being studied and refrain from busy work unrelated to course objectives. It is important to

view these days as continuous instruction days. Teachers are responsible to follow up on substitute recommendations and referrals for student misconduct.

Tardiness. Tardiness, unless due to emergency conditions communicated to and excused by the supervisor or another appropriate administrator, is not permitted. Excessive tardiness will result in disciplinary action, including dismissal.

## **12. CRIMINAL HISTORY BACKGROUND CHECK**

To more adequately safeguard students and staff members, the Board of Education requires an inquiry into the background of each applicant the District Administration recommends for employment on the District's professional staff.

Such an inquiry shall also be made for all employees and volunteers. A criminal history check may be required of others for the protection of the students.

Should it be necessary to employ a person in order to maintain continuity of the program prior to receipt of the report, the District Administrator may employ the person on a provisional basis until the report is received.

All information and records obtained from such inquiries are to be considered confidential and shall not be released or disseminated to those not directly involved in evaluating the applicant's qualifications.

*Board Policy 3121 – CRIMINAL HISTORY RECORD CHECK*

*Board Policy 4121 – CRIMINAL HISTORY RECORD CHECK*

## **13. PAY AND COMPENSATION FOR STAFF**

The Pay and Compensation Plan for teachers is established by the School Board subject to the base wages which are a part of collective bargaining. The plan includes base salary ranges with a minimum and maximum for each classification. Determination of base salary takes into consideration area of certification, years of experience, education and professional development, professional contributions to the school community and/or field of education, and specific job assignment. The base salary for a new teacher will be determined by the District based on the above criteria.

The base salary for teachers will be determined using the Pay and Compensation Plan, placing teachers at the salary closest to their current salary. If a teacher's current salary is above the range outlined, they will be "grandfathered" in at their current salary until such time as the range accommodates their salary level or until they are no longer employed with the District.

All increases in base salary are subject to satisfactory performance (as defined by the performance evaluation system) in the year preceding any allowable CPI or professional development increase.

As a condition of employment all professional staff (teachers) shall be actively involved in ongoing professional development. Priority for professional development activities should be given to areas identified as key initiatives, goals and priorities of the school of assignment and

school district. Annual professional development plans are to be developed in consultation with the staff member's supervisor. Ongoing professional growth activities and increasing professional competency will be considered in annual performance evaluations.

*Board Policy 3242 – PROFESSIONAL GROWTH REQUIREMENTS*

**14. COMPENSATION FOR PART-TIME EMPLOYEES**

Part-time employees are paid based on the partial FTE equivalent of the salary paid to a full-time employee in using the compensation structure outlined above. Part-time employees are eligible to advance to the next step in the salary range subject to the same conditions for advancement of a full-time employee but on a prorated basis. In addition, part-time employees, who are .5 FTE or above are entitled to a pro-rated amount of accrued sick, personal and/or holiday leave, based on the FTE regularly worked.

**15. LICENSURE**

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

*Board Policy 3123 – WISCONSIN QUALITY EDUCATOR INITIATIVE*

**16. TEACHER PERFORMANCE AND SALARY ADJUSTMENTS**

Initial salary and any salary adjustments shall not be determined solely on years of teaching experience and current level of training but shall be determined by the District considering all factors relating to the contributions and continuing individual performance of the teacher.

An individual teacher whose performance demonstrates a need for improvement to perform teaching duties in a more satisfactory manner may not be given an increase. The individual teacher who has not been given a salary increase based upon performance may request a review by the School Board.

**17. PERFORMANCE STANDARDS**

Newly employed teachers and other professional or certified staff will be evaluated and assessed to determine if the teacher has the skills, abilities and talents to successfully teach at Germantown School District. All teachers and other professional or certified staff are expected to continue to demonstrate these skills, abilities and talents throughout their careers.

In the event that a teacher shall be terminated or non-renewed based on performance, such action shall be taken only after the direct observation and evaluation of the teacher. Efforts will be made to offer guidance to correct identified teaching deficiencies.

## **18. PERFORMANCE EVALUATIONS**

The Germantown School District seeks to employ and retain highly competent and productive personnel. To support this goal a performance evaluation system has been established.

Formal evaluations of teachers will be conducted. All formal evaluations will include direct observation of teacher performance. Evaluations will be conducted utilizing processes and instruments adopted by the District. Copies of the formal evaluation process and instruments are available from Human Resources Department.

*Board Policy 3220 – STAFF EVALUATION*

*Board Policy 4220 – STAFF EVALUATION*

## **19. CODE OF CONDUCT**

A physically and emotionally safe environment is essential for student learning to occur and employees to be productive. Mutual respect and understanding are the foundations of a safe and effective learning environment. To ensure orderly operations, good relationships and a positive image the Board of Education expects employees to conduct themselves in keeping with the following parameters:

- Develop positive, professional relationships with students, staff and parents
- Maintain regular, effective communications students, staff and parents
- Uphold the dignity and decorum of the position
- Maintain the confidentiality of information as prescribed by state and federal law
- Avoid conflict of interest situations as defined by state statute and refrain from accepting any gift, fee, free services or anything of value for or because of any act performed or withheld in the performance of duties
- Use school property only for official and authorized activities
- When acting as an official representative of the District in the presentation of papers, talks or demonstrations, refrain from soliciting or accepting fees, honoraria or reimbursement of expenses for personal gain when services are performed on compensated school time

Uphold state and federal laws and Board of Education policies applicable to the performance of responsibilities.

*Board Policy 3210 – STAFF ETHICS*

*Board Policy 4210 – STAFF ETHICS*

*Board Policy 3210 – STAFF GIFTS*

*Board Policy 4210 – STAFF GIFTS*

## **20. POLITICAL ACTIVITY**

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

No school employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. The teacher has a responsibility to show objectivity and neutrality in order that various sides of an issue are presented in a balanced manner. While it is recognized that a teacher has a right to maintain and express a particular point of view, the teacher has an obligation to inform students that the position is a personal opinion and to present in a fair manner the alternate views of the issue.

No school employee shall make use of school equipment, technology or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

*Board Policy 3310 – FREEDOM OF SPEECH IN NONINSTRUCTIONAL SETTINGS*

*Board Policy 4310 – FREEDOM OF SPEECH IN NONINSTRUCTIONAL SETTINGS*

## **21. COPYRIGHT**

All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law and Board of Education Policy. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright should be directed prior to reproduction to the Director of Teaching and Learning.

*Board Policy 2531 – COPYRIGHTED WORKS*

## **22. OUTSIDE EMPLOYMENT**

Employees may hold outside jobs in non-related businesses or professions as long as the employee meets the performance standards of their job description with the District. Unless an alternative work schedule has been approved by the District, employees will be subject to the District's scheduling demands, regardless of any existing outside work assignments.

*Board Policy 3231 – OUTSIDE ACTIVITIES OF STAFF*

*Board Policy 4231 – OUTSIDE ACTIVITIES OF STAFF*

### **23. IDENTIFICATION BADGES**

The District will provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, coworkers, vendors and the public to know who employees are. They are an important part of providing a secure environment for our students. Employees are expected to wear their employee identification badges in a visible spot during their contracted work time and when representing the District at any school events on or off the campus.

### **24. DRESS CODE**

All employees of the District represent the District and are expected to set an example in their dress and grooming. Therefore, professional staff are expected at all times during scheduled working hours to wear attire that defines a professional atmosphere to students, parents and the public. Policy articulates dress or attire that adversely affects the education atmosphere as unsafe, disruptive or inappropriate is not allowed.

*Board Policy 3216 – STAFF DRESS AND GROOMING*

*Board Policy 4216 – STAFF DRESS AND GROOMING*

### **25. SMOKING NOT PERMITTED**

The School District does not permit smoking in any of the District facilities, or on District property. Violation of this policy will result in discipline, up to and including, termination.

*Board Policy 3215 – USE OF TOBACCO BY PROFESSIONAL STAFF*

*Board Policy 4215 – USE OF TOBACCO BY PROFESSIONAL STAFF*

### **26. ALCOHOL AND OTHER DRUGS**

The District recognizes alcohol and other drug abuse as a potential health, safety and security problem, and it is the District's intent and obligation to provide a drug-free, healthful, safe and secure work environment. Therefore, the use, sale, purchase, manufacture, distribution, dispensation, possession or presence in one's system of alcohol or a controlled substance on District premises or while conducting District business off premises (e.g. overnight trips, chaperoning or supervising students, athletic events) is absolutely prohibited by the District. The policy will be applied in a manner which is consistent with the District's obligations under state and federal disability laws.

All employees are advised that remaining drug and alcohol free in the workplace is a condition of continued employment with the District. Any employee who fails to remain alcohol and drug free at work will be terminated. The District may require an employee to undergo a drug and/or alcohol test when the District has a reasonable suspicion that the employee is in violation of this rule. The employee will be referred to a certified testing laboratory for completion of the test.

Employees must, as a condition of employment, abide by terms of this policy. In addition, an employee must notify the District of any criminal drug statute conviction for a violation

occurring on District premises or while conducting District business off premises. Anyone violating this policy will be terminated.

*Board Policy 3122.01 – DRUG-FREE WORKPLACE*

*Board Policy 4122.01 – DRUG-FREE WORKPLACE*

*Board Policy 3170 – SUBSTANCE ABUSE*

*Board Policy 4170 – SUBSTANCE ABUSE*

## **27. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The employee assistance program (EAP) is a voluntary access program available to employees and family members. The EAP helps in the prevention, identification and resolution of issues including, but not limited to relationships, child/family concerns, legal issues, caring for aging parents, and balancing work and family. To reach the EAP service in the district, please contact the Human Resources Department, your supervisor, or via the staff EAP link on the district website.

## **28. DISCIPLINE**

Discipline may result when a teacher's actions fall short of generally accepted standards of professional behavior or violates a policy or rule, when a teacher's performance is not acceptable, or the teacher's conduct is detrimental to the interests of the School District. Typically, disciplinary action will involve any of four steps: verbal reprimand, written reprimand, suspension with or without pay, and termination of employment. Specific disciplinary actions will depend on the behavior and frequency of occurrences. Some serious employee behaviors may lead to suspension or termination without following progressive discipline steps. The District reserves the right to impose disciplinary action as may be appropriate in particular circumstances.

*Board Policy 3139 STAFF DISCIPLINE*

*Board Policy 4139 STAFF DISCIPLINE*

## **29. EMPLOYMENT TERMINATION AND NONRENEWAL OF EMPLOYMENT**

In the event of misconduct, the employer reserves the right to discipline, and, if necessary, terminate a teacher in accordance with any applicable state statutes. The District may non-renew a teacher's individual contract as provided for under Sec. 118.22, Wis. Stats.

*Board Policy 3140 – TERMINATION AND RESIGNATION*

*Board Policy 4140 – TERMINATION AND RESIGNATION*

*Board Policy 3142 – NON-RENEWAL OF A PROBATIONARY TEACHER*

## **30. GRIEVANCE PROCEDURE**

Employees shall use the following procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues. Employees with contractual grievance procedures (AFSCME), shall follow the contractual procedures.

I. Definitions.

- A. "Days" as used in this policy is defined as any day that the District's Business Office is open.
- B. "Employee Termination" as used in this policy section, shall not include the following:
1. Layoffs;
  2. Workforce reduction activities;
  3. Voluntary termination including, without limitation, quitting or resignation;
  4. Job abandonment;
  5. End of employment due to disability, lack of qualification or licensure or other inability to perform job duties;
  6. Retirement; or
  7. Any other cessation of employment not involving involuntary termination.
- C. "Employee discipline" as used in this policy shall include any employment action that results in disciplinary action, which typically involves any of four (4) steps: verbal reprimand, written reprimand, suspension with or without pay, and termination of employment.

"Employee discipline," as used in this policy, shall not include the following:

1. Plans of correction or performance improvement;
2. Performance evaluations or reviews;
3. Documentation of employee acts and/or omissions in an employment file;
4. Administrative suspension with pay pending investigation of alleged misconduct or nonperformance;
5. Non-disciplinary wage, benefit or salary adjustments;
6. Other non-material employment actions;
7. Counseling meetings or discussions or other pre-disciplinary action; or

8. Demotion for reasons other than discipline, transfer or change in assignment.

D. The term "workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

## II. Time Limits.

Unless mutually agreed to in writing by the employee and the District in advance of the expiration of the timeline, the timelines provided in this policy must be strictly adhered to. Failure of the employee to comply with the timelines will be deemed a waiver of the processing of the grievance and the grievance will be denied. The employee may advance a grievance to the next step of the process if a response is not provided within the designated timeframes. The Director of HR may advance a grievance to the next step at the request of either the employee or the employee's supervisor.

## III. Procedure.

A. **Informal Grievance Resolution:** The employee must discuss any grievance related to discipline or workplace safety with the employee's immediate supervisor prior to filing a formal written grievance in order to informally resolve the issue. This discussion must occur within five (5) days of when the employee knew or should have known of the events leading to the grievance. Grievances related to termination may proceed straight to the Formal Grievance Procedure.

### B. Step One and Response

Formal Grievance Submission: The employee must file a written grievance with the District Superintendent (or designee) within ten (10) days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. The written grievance must contain:

1. Name of Grievant;
2. A statement of the pertinent facts surrounding the nature of the grievance;
3. The date the alleged incident occurred;
4. The work rule or policy allegedly violated including any safety rule alleged to have been violated, if applicable;
5. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion;

6. The specific requested remedy; and,
7. The grievant's signature and date.

Administrative Response: The Director of Personnel/HR (or designee) will meet with the grievant within ten (10) days of receipt of the written grievance. The Administration will provide a written response within ten (10) days of the meeting. The Administration's written response to the grievance must contain:

1. A statement of the date the meeting between the Administration and grievant was held;
2. A decision as to whether the grievance is sustained or denied; and
3. In the event the grievance is denied, a statement outlining the timeline to appeal the denial.

C. Step Two and Response

Impartial Hearing: The grievant may file an appeal to the Impartial Hearing Officer by giving written notice to the District Superintendent within five (5) days of the issuance of the Administrative Response. Depending on the issues involved, the hearing officer will determine whether a hearing is necessary unless a hearing is required under the procedures established by the district in a different applicable policy. The Administration will work with the Impartial Hearing Officer and grievant to schedule a mutually agreeable hearing date should one be needed. If it is determined that no hearing is necessary, the matter will be decided based on the submission of written documents.

1. Impartial Hearing Officer Selection. The Administration shall select the Impartial Hearing Officer (IHO). The IHO shall not be an employee of the district. The IHO may be an employee of another district, a retired school administrator, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the district.
2. Impartial Hearing Officer Standard of Review: The IHO will adhere to specific guidelines set forth by the District regarding hearing procedures. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence. The standard of review for the IHO is whether the decision of the Administration was arbitrary or capricious. A decision will not have been arbitrary or capricious if it was made in the best interest of the district. If the decision was not arbitrary or capricious then the IHO is required to find on behalf of the Administration.

Impartial Hearing Officer Response: The Impartial Hearing Officer shall file a written response within thirty (30) days of the hearing date or the date of submission of written documents. The Impartial Hearing Officer's written response to the grievance must contain:

1. A statement of the pertinent facts surrounding the nature of the grievance.
2. A decision as to whether the grievance is sustained or denied, with the rationale for the decision.
3. A statement outlining the timeline to appeal the decision to the School Board.
4. The IHO must sustain or deny the decision of the Administration. The IHO has no authority to modify the Administration's decision, and may not grant in whole or in part the specific request of the grievant.

D. Step Three

Review by the School Board: The non-prevailing party may file a written request for review of the IHO's decision by the School Board within ten (10) days of receipt of the Impartial Hearing Officer Response. Normally the School Board shall not take additional testimony or evidence; it may only decide whether the IHO reached an arbitrary or capricious decision based on the information presented to the IHO.

Response by School Board: The School Board will review the record and make a decision. A written decision will be made within thirty (30) days of the filing of the appeal.

The School Board's written decision regarding the grievance must contain:

1. A decision as to whether the grievance is sustained, denied or modified.

The School Board shall decide the matter by a majority vote and the decision of the School Board is final and binding and is not subject to further review.

E. General Requirements:

1. Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.
2. Granting the requested or agreed upon remedy at any step in the process resolves the grievance.

### **31. REDUCTION IN FORCE**

At times it may be necessary to reduce the number of staff employed by the District. In the event that the employer, in its sole discretion, determines that it is necessary to reduce the number of staff, the following procedure will be utilized.

Consideration will be provided for the exceptional teacher without exclusive emphasis on seniority. The elimination of a position does not necessarily mean the teacher occupying the position will be dismissed. When a teacher is released, the decision will be based on a composite of the following criteria:

For certified staff, when determining who will be laid off as part of a reduction in force, the District will consider the following:

- Effectiveness in teaching and in related professional responsibilities evidenced by teacher evaluation.
- Type, quantity, and quality of service made to the teaching profession, staff member performance as determined by the Germantown School District, contribution to the school community beyond classroom, and the school system;
- Adaptability to other assignments (academic and extracurricular) and multiple licenses;
- Evidence of professional growth as well as specialized or advanced training;
- Previous history of grade levels and subject areas taught;

Although length of service in the District will be considered when laying off employees, it will not be the sole deciding factor in any decision regarding who will be laid off. Employees who are laid off do not have any right to replace or “bump” another employee.

When possible, the District will provide the employee subject to layoff thirty (30) days written notice; however, based on the circumstances, the District expressly reserves the right to notify an employee of layoff with less than thirty (30) days written notice.

An employee who is laid off will retain original date of hire for purposes of determining wages should the employee return to employment with the District for a period of one (1) year from the date of layoff; however, the time spent on layoff shall not be counted towards years of service in the District.

An employee who has been laid off by the District may apply for any open position for which he/she is qualified, but he/she does not have any right to be recalled to a position.

*Board Policy 3131 – REDUCTION IN STAFF*

*Board Policy 4131 – REDUCTION IN STAFF*

### **32. BREACH OF CONTRACT**

Should an employee breach his/her individual contract by resigning during its term, a liquidated damage in the respective amount set forth below shall be either paid or forfeited by the employee

at the option of the District. The acceptance of the instructional employee's resignation by the Board does not relieve the individual from the liquidated damages set forth herein.

If the instructional employee resigns after June 1, the employee will incur liquidated damages in the sum of \$500.00.

The appropriate amount of liquidated damages, pursuant to the above, shall be deducted from the employee's last paycheck or paid directly by the instructional employee.

### **33. ELECTRONIC COMMUNICATIONS**

The Board of Education is committed to the effective use of technology to both enhance the quality of student learning and the efficiency of District operations. Safeguards shall be established so that the Board's investment in both hardware and software achieves the benefits of technology for operations and student learning and inhibits negative side effects.

The District's internet system has a limited education purpose. The District's internet system has not been established as a public access service or a public forum. The Board has the right to place restrictions on its use to assure that use of the District's computers, network and internet services ("network") is in accordance with its limited educational purpose. Teachers' use of the District's network will be governed by this policy and the related administrative guidelines, and any applicable employment contracts. The due process rights of all users will be respected in the event there is a suspicion in inappropriate use of the network. Users have a limited privacy expectation in the content of their personal files and records of their online activity while on the network. The district utilizes a key stroke monitoring system to monitor all activity as needed.

*Board Policy 7540 – COMPUTER TECHNOLOGY NETWORK, AND INTERNET ACCEPTABLE USE AND SAFETY*

*Board Policy 7540.01 – TECHNOLOGY PRIVACY*

*Board Policy 7540.02 – DISTRICT WEB PAGE*

*Board Policy 7540.03 – STUDENT NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY*

*Board Policy 7540.04 – STAFF NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY*

*Board Policy 7540.05 – ASSISTIVE TECHNOLOGY AND SERVICES*

*Board Policy 7540.06 – ELECTRONIC MAIL*

### **34. USE OF SOCIAL MEDIA**

The District respects the rights of employees to use social networking sites as a medium of self-expression during non-work time. Employees shall exercise good judgment regarding the reasonableness of personal use.

#### Personal Use of Social Networking Sites – Guidelines

In general, what an employee does on his or her own time outside of work will not be regulated by the District. However, the District may monitor and regulate employee postings/activities if:

- The employee chooses to identify him/herself as an employee of the District.
- The activity occurs through use of any District technology.
- The activity affects the employee's job performance or the performance of other district employees.
- The activity involves or relates to District students.

The District may monitor employee use of social networking sites, especially when such sites are accessed through District-provided technology resources. Employees should be aware that posting on websites, including social networking sites, should not be presumed to be private. Accordingly, employees may be subject to discipline for violating any of the above-referenced conditions.

#### Employee Use of Social Networking Sites

The District understands that technology is constantly changing and encourages employees to use technology to assist with student learning. Employees may use social networking sites for educational purposes under the following guidelines:

- The appropriate administrator (principal or athletics/activities director) must approve all social network sites and groups prior to use by the employee with students.
- The building administrator must be a part of the social network site and group between any employee and student.
- Employees are strongly encouraged to document and retain all electronic communication between themselves and students.

### **35. CONFIDENTIALITY**

All student records are to be treated as confidential information, unless otherwise directed by this policy and/or applicable law. The Principal, or designee, has primary responsibility for maintaining the confidentiality of all student records kept in the School.

Employees shall use confidential information appropriately and with respect for the rights of individuals. Privileged information shall not be used for personal gain or to the detriment of the District.

Violation of this policy will result in progressive discipline, up to and including termination.

### **36. WEAPONS**

The Board of Education prohibits professional staff members from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the District for the purpose of school activities approved and authorized by the District including, but not limited to, property leased, owned, or contracted for by the District, a school-sponsored event, or in a District vehicle without the permission of the District Administrator.

*Board Policy 3217 - WEAPONS*

*Board Policy 4217 - WEAPONS*

### **37. CARRYING A CONCEALED WEAPON IN SCHOOL**

The District understands that the safety of our students, staff and visitors is of the highest priority. Wisconsin has adopted a law which affects the manner in which persons may carry concealed weapons. This law, however, applies much differently on school grounds. It is a Class I felony to knowingly possess a firearm at a place that the individual knows, or has reasonable cause to believe, is in or on the grounds of a school. It is a Class B forfeiture to possess a firearm at a place the individual knows, or has reasonable cause to believe, is within 1,000 feet of the grounds of a school.

An individual may possess a firearm in a school zone only under the following circumstances:

- The firearm is not loaded and is encased or in a locked firearms rack that is on a motor vehicle.
- By a state-certified commission warden acting in his or her official capacity.
- By a person legally hunting in a school forest if the school board has decided that hunting may be allowed in the school forest.

An individual may possess a firearm in or on the grounds of a school or within 1,000 feet of the grounds of a school in accordance with any of the following provisions of federal law:

- On private property that is not part of school grounds.
- For use in a program approved by the District in the school zone.
- In accordance with a contract entered into between the District in the school zone and the individual or an employer of the individual.
- By a law enforcement officer acting in his or her official capacity.
- The firearm is unloaded and is possessed by an individual while traversing school premises for the purpose of gaining access to public or private lands open to hunting, if the entry on the school premises is authorized by District authorities.

Please contact an administrator if you have any questions or believe that an individual is in violation of this policy.

*Board Policy 3217 - WEAPONS*

*Board Policy 4217 – WEAPONS*

*Board Policy 7217 - WEAPONS*

### **38. NEPOTISM**

No member of an employee's immediate family shall supervise, in an employer-employee capacity, another member of the same family. Immediate family members shall include spouses, parents, grandparents, children, siblings, stepparents, stepchildren, and in-laws.

*Board Policy 3120 – EMPLOYMENT OF PROFESSIONAL STAFF*

*Board Policy 4120 – EMPLOYMENT OF SUPPORT STAFF*

## **39. HARASSMENT AND DISCRIMINATION**

### **Harassment, Sexual Harassment and Discrimination**

All School District employees have the right to work in an environment where they are treated with respect and dignity and are free of all forms of harassment. The School District will not tolerate, condone, or allow harassment by any employee or non-employee who conducts business with the School District. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, sex, religion, age, disability, sexual orientation, or national origin.

The School District considers harassment and discrimination of others to be forms of serious employee misconduct. Therefore, the School District shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. A violation of this policy can lead to discipline up to and including termination.

### **Complaint Procedures**

Any employee encountering harassment is encouraged but not required to inform the person that his or her actions are unwelcome and offensive. This initial contact can be either verbal or in writing. The employee is to document all incidents of harassment in order to provide the fullest basis for investigation.

Any employee who believes that he or she is being harassed shall report the incident(s) as soon as possible to a supervisor or the District Administrator so that an investigation can be conducted and, if necessary, steps may be taken to protect the employee from further harassment, and so that appropriate remedial action, where appropriate, may be initiated.

The supervisor or designee shall meet with the employee and document the incident(s) complained of, the person(s) performing or participating in the harassment, any witnesses to the incident(s) and the date(s) on which it occurred and shall report their findings to the District Administrator.

The District Administrator or designee shall be responsible for investigating any complaint alleging harassment or discrimination promptly and thoroughly. In the event the complaint is substantiated, the District Administrator will take prompt and effective action to address the problem.

In the event the District Administrator is the subject of a harassment complaint under this Policy, the School Board President or his designee shall conduct the investigation and take action to address any concerns arising from the investigation.

### **Confidentiality**

Any harassment complaint filed under this policy will be promptly investigated in a confidential manner so as to protect the privacy of persons involved. Confidentiality will be maintained

throughout the investigatory process, and records will be released only if required by state or federal law.

### **Retaliation**

The School District will not permit or condone retaliation against an employee who files a harassment complaint, makes a report of harassment, or participates in an investigation. Retaliation is a violation of this policy and shall be reported immediately. Any employee found to have retaliated against another employee for filing a harassment complaint, reporting harassment, or participating in an investigation will be subject to the same disciplinary action as provided for harassment offenders. Complaints for retaliation shall be reported and processed in the same manner as complaints for harassment.

*Board Policy 3362 – EMPLOYEE ANTI-HARASSMENT*

*Board Policy 4362 – EMPLOYEE ANTI-HARASSMENT*

*Board Policy 3362.01 – THREATENING BEHAVIOR TOWARD STAFF MEMBERS*

*Board Policy 4362.01 – THREATENING BEHAVIOR TOWARD STAFF MEMBERS*

## **40. MANDATORY REPORTING**

Except as provided under Wisconsin Statute § 48.981, [sub. \(2m\)](#), any of the following persons who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B: school nurse, social worker, professional counselor, school teacher, school administrator, school counselor, child care worker in a child care center, or residential care center for children and youth a child care provider, an alcohol or other drug abuse counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a dietitian, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.

A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department or, *in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police department* of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

Employees who are not mandatory reporters as set forth in paragraph A, above, and who in connection with their job responsibilities have reasonable cause to suspect that a child has been abused or neglected or who have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur shall notify their immediate supervisor or other administrative personnel of such alleged abuse.

## **41. BACKGROUND CHECKS**

All applying for a position are required to file in writing, in advance of employment on forms provided by the District, a statement identifying whether the applicant:

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country; and
- B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, and inefficiency, neglect of duty, unprofessional conduct or insubordination. Knowingly falsifying information shall be sufficient grounds for termination of employment.

Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

*Board Policy 3121 – CRIMINAL HISTORY RECORD CHECK*

*Board Policy 4121 – CRIMINAL HISTORY RECORD CHECK*

## **42. PHYSICAL EXAMINATIONS**

Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.

Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

*Board Policy 3160 – PHYSICAL EXAMINATION*

*Board Policy 4160 – PHYSICAL EXAMINATION*

## **43. ACCIDENT/INCIDENT REPORTS**

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as

well as personal injury. A completed accident report must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate.

#### **44. USE OF DISTRICT FUNDS**

The employee is expected to adhere to all internal controls that ensure the appropriate use of District funds.

The District prohibits fraud and financial impropriety in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District. Fraud and financial impropriety includes but is not limited to the following:

1. forgery or unauthorized alteration of any document or account belonging to the District;
2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
4. impropriety in the handling of money or reporting of District financial transactions;
5. profiteering as a result of insider knowledge of District information or activities;
6. unauthorized disclosure of confidential or proprietary information to outside parties;
7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy;
9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
10. failure to provide financial records required by state or local entities;
11. failure to disclose conflicts of interest as required by law or District policy;
12. disposing of District property for personal gain or benefit and,
13. any other dishonest act regarding the finances of the District.

Any person who suspects fraud or financial impropriety in the District is expected to report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions is expected to set an example of honest and ethical behavior and is expected to actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee will unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory

authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

Board Policy 6000 – Finances

#### **45. MILEAGE REIMBURSEMENT**

The District shall reimburse employees on a per mile basis for car expenses incurred as required by the district to fulfill his/her responsibilities. Expenses shall be submitted on the last working day of the month and reimbursed within the following thirty (30) days. The reimbursement per mile shall be paid at the Internal Revenue Service rate. Employees who travel off site to a work related function, and leave from home, should submit the lesser mileage either from work or home.

*Board Policy 3440 – JOB RELATED EXPENSES*

*Board Policy 4440 – JOB RELATED EXPENSES*

#### **46. EMERGENCY SCHOOL CLOSING**

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

Automated calls will be placed to student and employee home phone numbers beginning at 6:00 a.m. or as soon as practicable using the District's Emergency Notification System ALERT NOW if conditions warrant the closing of schools. Staff may also be notified by the District's email service.

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

**Television:** WTMJ-TV4 [www.todaystmj4.com](http://www.todaystmj4.com)

**Radio Stations:** WTKM-1540 AM & 104.9 FM; WTMJ-620AM – [www.620.wtmj.com](http://www.620.wtmj.com) and 94.5 Lake FM – [www.945lakefm.com](http://www.945lakefm.com)

Call Letters and numbers:

**Information is also posted on the District website [www.germantownschoools.org](http://www.germantownschoools.org)**

Employees are encouraged to monitor these TV and radio stations.

#### **47. CONFLICT OF INTEREST**

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to obtain financial gain or

anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated.

#### **48. CRIMINAL BACKGROUND CHECKS/CHARGES/CONVICTIONS FOR ACTIVE EMPLOYEES OBLIGATION TO REPORT CRIMINAL RECORD**

All District employees shall notify his/her immediate supervisor or administrator as soon as possible, but no more than five calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

- A. crimes involving school property or funds;
- B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- C. crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- E. a misdemeanor which violates the public trust.

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

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

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

*Board Policy 3001 – REPORTING EMPLOYEE MISCONDUCT*

**49. DISTRICT PROPERTY**

The employer may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited by enumeration: employee identification badges and the key fob for building entry. District equipment borrowed for short term use should be returned the first work day after project completion.

**50. FALSE REPORTS**

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

**51. INVESTIGATIONS**

Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph "B". Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.

- A. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- B. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

*Board Policy 3161 – UNREQUESTED MEDICAL LEAVES OF ABSENCE*

*Board Policy 4161 – UNREQUESTED MEDICAL LEAVES OF ABSENCE*

**52. PERSONNEL – STUDENT RELATIONS**

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual

innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

*Board Policy 3213 – STUDENT SUPERVISION AND WELFARE*

*Board Policy 4213 – STUDENT SUPERVISION AND WELFARE*

### **53. SEVERANCE FROM EMPLOYMENT**

An employee's employment relationship shall be broken and terminated by:

- A. termination pursuant to the terms of this *Handbook* and the employee's individual contract;
- B. voluntary resignation;
- C. retirement;
- D. failure to return to work the day following the expiration of an authorized leave of absence; and
- E. job abandonment.

*Board Policy 3140 – TERMINATION AND RESIGNATION*

*Board Policy 4140 – TERMINATION AND RESIGNATION*

### **54. WELLNESS**

- A. Educational Environment: District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The staff is encouraged to use foods of a high nutritional value in fundraising activities and to create an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive should be kept to a minimum. Incentives shall be healthy food choices. The withholding of a meal as punishment is prohibited.
- B. Employee Wellness: The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees.

### **55. EMPLOYEE (WHISTLEBLOWER) PROTECTION**

- A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the Human Resources Department. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.

- B. Purpose: It is the intent of the employer to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.
- C. Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the administration with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the employer from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The employer will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

## **56. MANAGEMENT RIGHTS**

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

- A. To direct all operations of the school system;
- B. To establish and require observance of reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees in positions within the school system;

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

#### **57. SOLE BASIS**

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