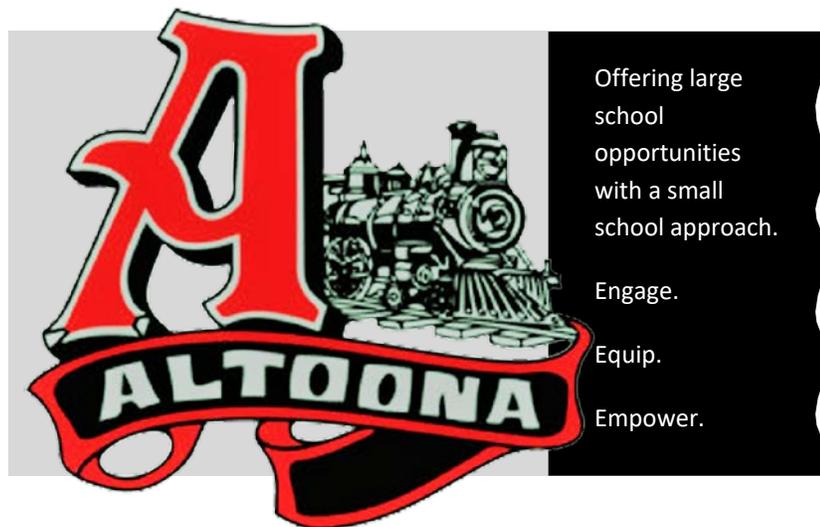


School District of Altoona



Amended: 08/20/2018

Professional Educator Handbook

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APPENDIX A - EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)

APPENDIX B - WISCONSIN FMLA

APPENDIX C - WISCONSIN BONE MARROW AND ORGAN DONATION LEAVE ACT

APPENDIX D - SECLUSION AND RESTRAINT



SCHOOL DISTRICT OF ALTOONA STRATEGIC PLAN

Engage. Equip. Empower.

Offering large school opportunities with a small school approach

<p>Our Values: Student-Focused; Respect; Responsibility; Empathy; Joy; Continuous Improvement; Collaboration; Safety</p>			
STUDENTS	PEOPLE	SERVICE	RESOURCES
<p>Altoona is a district where students feel connected and supported so they can learn, explore and realize their unique strengths and potential</p> <p>Goals:</p> <ul style="list-style-type: none"> • Students achieve at the highest levels in a variety of ways • Flexible individualized learning opportunities integrated into core classes are available for all students K-12 • Students are individuals who think creatively, using critical thinking skills to solve problems and advocate for themselves • Our culture promotes and supports a love of learning, social-emotional wellbeing, safety and care for students • Students exit the system prepared for success in post-secondary endeavors 	<p>Altoona is a district where all staff find purpose, worthwhile work and the opportunity to make a difference</p> <p>Goals:</p> <ul style="list-style-type: none"> • Leaders, teachers and staff are engaged as owners in the work of the district and demonstrate our values in daily work and interactions • High quality teachers and staff are recruited, recognized and retained in the workforce • Opportunities for development and advancement result in a high performing workforce • Transparent and timely communication systems provide accurate flow of information 	<p>All schools and departments work in partnership to serve our students, parents and community</p> <p>Goals:</p> <ul style="list-style-type: none"> • Parents are highly satisfied with the quality of their child's education • Students and schools are supported by strong partnerships among the district, families and the community • District departments provide seamless support for internal and external stakeholders 	<p>Persistent focus on efficiency and effectiveness in all processes results in the highest return on investment</p> <p>Goals:</p> <ul style="list-style-type: none"> • Financial and Human Resources processes are clearly aligned to deliver the best possible learning and working environment • Facilities and technology are managed to continually improve and meet the changing needs of students • Student Services programs consistently ensure that the needs of all students are met or exceeded • Increase fidelity to curriculum and consistent use of best instructional strategies
<p>Adopted: 07/10/17</p>			

INTRODUCTION

WELCOME

We are pleased to have you as a professional educator in the School District of Altoona. The five members of the Altoona School Board believe that every employee makes a contribution to the success of every student. The skills and commitment each professional educator brings to his/her job makes an important contribution to our vision and mission as we work in partnership to build a foundation for life-long learning and the emotional well-being of our students from 4-year-old kindergarten through twelfth grade.

The Superintendent is delegated with the responsibility for overall administration of the schools and implementation of Board policies.

It is each employee's responsibility to read and become familiar with this information and to comply with the policies adopted by the Board and the administrative guidelines available electronically on the District website, as well as the rules and regulations contained herein.

This *Professional Educator Handbook* has been written to provide information and guidance. Given the reality of a complex, ever-evolving organization, the information in this handbook is not all-inclusive. We recognize that professional educators may have questions relating to their specific position or responsibilities. You are encouraged to direct any specific inquiries you may have to your building principal or supervisor.

We are pleased to have you as a member of our team and hope that you find that the satisfaction gained from doing your job matches the effort you put into your work.

DISCLAIMER

This *Professional Educator Handbook* has been prepared for informational purposes only. None of the statements, policies and administrative guidelines, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. All of the district's employees are employed at will and employment is not for any definite period, unless otherwise provided by individual contract.

Violations of the terms of the *Professional Educator Handbook*, policies, regulations, or guidelines may result in disciplinary action up to and including termination of employment (see Grievance Procedure - Policy 527).

The provisions set forth in this Handbook may be altered, modified, changed, or eliminated at any time by the District. This *Professional Educator Handbook* supersedes any and all previous handbooks, statements, policies and administrative guidelines, rules, or regulations given to employees, whether verbal, written or established by past practice.

This Handbook is not all-inclusive of the information for which faculty members are responsible for knowing and following.

EMPLOYMENT POLICIES

HARASSMENT

The School District of Altoona is committed to maintaining and ensuring a working environment that is free of harassment or intimidation. The District will not tolerate any form of harassment, and will take necessary and appropriate action to eliminate it.

As noted in Policy 512, "Harassment" is defined as behavior toward an individual based, in whole or in part, on a person's sex, race, religion, national origin, color, ancestry, creed, pregnancy, marital status, sexual orientation, disability, age or other protected status which has the purpose or effect of: (1) creating an intimidating, hostile or offensive work or learning environment; (2) interfering with a person's work or educational performance; or (3) otherwise adversely affecting a person's employment opportunities. Unlawful harassment can occur as a result of a single incident or a pattern of behavior and includes conduct that takes place off the job that relates to the work environment. It may occur from student to student, student to staff, staff to student, staff to staff, members of the public to student or staff, male to female, male to male, female to male, or female to female.

Any individual who has witnessed, or believes he/she has been subjected to, unlawful harassment by any other person shall report the incident immediately via the Employee Harassment Form (512-Exhibit) to their building principal or immediate supervisor unless the principal or supervisor is the subject of the complaint, in which case it must be delivered to the Superintendent. It is the intent of the District to establish an atmosphere where complaints are timely investigated and any allegation of harassment is appropriately addressed.

The District forbids retaliation against anyone who has reported harassment or cooperates in a harassment investigation.

COMMUNICATIONS

District employees are expected to abide by the following rules when using information technology and communication resources. (See applicable policies, rules and exhibits).

A. Electronic Communications:

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.
2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's

technology and electronic resources is a privilege which may be revoked at any time. The District may through such review of email logs and/or messages inadvertently obtain access information for an employee's personal internet account through the use of an electronic device or program that monitors the District's network or through an electronic communications device supplied or paid for in whole or in part by the employer. If such personal internet access information is obtained by the District, the District shall not use that access information to access the employee's personal internet account unless permitted by law.

3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum or District administration. External electronic storage devices are subject to monitoring if used with District resources.

B. User Responsibilities: Network/Internet users (students and District employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the network/internet:

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.
4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.

C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or

family relationship with the student.

For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. The following definitions apply for purposes of this administrative rule:

“Authorized Personnel” includes classroom teachers, counselors, principals, assistant principals, directors of instruction, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the District Administrator or a building principal.

“Communicate” means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to District regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

“Electronic media” includes all forms of social media, such as, but not limited by enumeration to, the following: text messaging, instant messaging, electronic mail (email), Web logs (blogs), electronic forums (chat rooms), video sharing Websites (e.g., YouTube™), editorial comments posted on the internet, and social network sites (e.g., Facebook™, MySpace™, Twitter™, LinkedIn™), and all forms of telecommunication such as landlines, cell phones, and web-based applications.

- D. Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:
1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
 2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
 3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page (“professional page”) for this purpose. The employee must enable administration and parents to access the employee's professional page.
 4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.

5. The employee shall not communicate with any student between the hours of 10 p.m. and 6 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
 6. Upon request from the administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
 7. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 - b. Confidentiality of student records.
 - c. Confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses.
 - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. Employees who create student records via email need to ensure that student records are retained for the period of time specified by the student records law.
- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- G. Compliance with Laws and Local Policies and Regulations: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:

1. Confidentiality of student records.
2. Confidentiality of other District records, including educator evaluations, credit card numbers and private email addresses.
3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
6. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
7. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.
- J. Electronic audio and/or video recording: The District recognizes that surreptitious, unauthorized recording of others disrupts District workplaces, impairs employee relationships and cooperation, and is injurious to employee morale. Accordingly, all employees are prohibited from making any recording of any other person's speech or image in any District facility, vehicle, or other site under the District's supervision and control, through the use of any type of audio and/or video recording device, equipment, or application/program without the express permission of the District Office. In addition, the District reserves the right to sanction such recording off District premises when appropriate and where permitted by law. Violations of this rule will result in disciplinary action, up to and including dismissal from employment.

CONFLICT OF INTEREST AND ETHICAL STANDARDS

Professional educators are expected to maintain high standards of honesty, integrity, impartiality, and professional conduct. Further, professional staff members are expected to perform their duties in a manner free from conflict of interest pursuant to §19.59 and § 946.13 Wisconsin Stats.

DRUG-FREE WORKPLACE

The District seeks to provide a safe, drug and tobacco-free workplace for all of its employees. The manufacture, distribution, dispensation, possession, or use of tobacco (including e-cigarettes and vaping products), alcohol, inhalants, controlled substances, substances represented to be such (i.e. fake or look-alike substances), or unauthorized prescription medication, is prohibited on school premises, in school vehicles, or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, be under the influence of, or distribute any illegal drug, unauthorized prescription medication or alcoholic beverage as defined in Wisconsin Statutes while on school premises, during working hours or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illegal drug, unauthorized prescription medication or alcoholic beverage on school premises, during working hours or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.

As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction 41 U.S.C. 702(a) (1) E).

After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall (1) take appropriate personnel action against the employee, up to and including termination of employment, and/or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

The Board of Education does not discriminate in the employment of any qualified staff on the basis of any characteristic protected under State or Federal law including, but not limited to, race, color, age, sex, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in §111.32, Wis. Stats.), sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, or any other characteristic protected by law in its employment practices.

In accordance with the Americans with Disabilities Act (ADA), the District will reasonably accommodate qualified individuals with a disability so that the individual can perform the essential functions of his/her job.

IMMIGRATION LAW COMPLIANCE

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States. Therefore, in accordance with the Immigration Reform and Control Act of 1986, employees must complete an I-9 form before commencing work and at other times prescribed by applicable law or District policy.

PERSONNEL FILES

It is critical to effective human resource management and necessary for satisfaction of legal obligations that the Board maintains accurate personnel records. If an employee has a change in any of the following information, the employee is expected to contact the Payroll Office as soon as possible:

1. Legal name
2. Home address
3. Telephone number
4. Emergency contact
5. Marital status
6. Change of beneficiary
7. Exemptions (W-4 Tax Form)

Any access granted for review and inspection of a personnel file must be completed in accordance with state law. The District shall maintain personnel records of employees and grant access to inspect or review those records as provided for in §103.13 Wis. Stats.

If there is any disagreement with the content or information contained in an employee's personnel record, the employee may request that a correction be made to the information in question or to have the content in question removed from the file. However, the administration retains full discretion to grant or deny such request or removal.

POLITICAL ACTIVITIES OF STAFF

Because political activities may be disruptive, divisive, and distracting to a positive learning environment, such activities are not appropriate within the school setting. The Board prohibits political activities on all District owned and used property, within all school buildings, in school buses and vehicles, and at all school sponsored activities unless part of a Board approved curriculum.

Definition of Political Activities: Political activities include partisan and non-partisan elections and referendums. Any political activity must be conducted independent of your role as an employee. The following guidelines are not exhaustive, but are intended to help in differentiating between those activities that may be viewed as harmful to workplace functioning and those activities that generally fall outside the "political" activities subject to employer restrictions and intervention. Employees are expected to avoid the following political activities:

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

EMPLOYMENT CONDITIONS

EXPECTATIONS

Attendance

The District expects professional educators to make every effort to be present for work. All professional educators are expected to adhere to their assigned schedule. In order for the District to operate effectively, professional educators are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the professional educator has received approved leave. Breaks and meal periods may only be taken during times designated by the professional educator's building principal and as further specified in other parts of this Professional Educator Handbook. Any deviation from assigned hours must have prior approval from the professional educator's building principal.

Professional educators who are unable to report to work shall follow the procedures for reporting his/her absence and obtaining a substitute. Any time spent not working during a professional educator's scheduled day must be accounted for in Employee Access. The District monitors attendance and absence patterns. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment depending upon the circumstances.

Child Abuse Reporting Requirement

Wisconsin Statutes 48.981 requires all school district employees to report cases of suspected child abuse or neglect. Each professional educator employed by the District who has reasonable cause to suspect child abuse or neglect shall be responsible for reporting immediately every case, whether ascertained or suspected, of abuse or neglect resulting in physical or mental injury to a student by other than accidental means. The professional educator shall immediately notify their building principal or supervisor according to the District's reporting procedure for Student Abuse or Neglect.

A reporting staff member shall not be dismissed or otherwise penalized for making a report of child abuse or neglect. Failure to report cases of suspected child abuse or neglect shall result in discipline, up to and including discharge.

Confidentiality

Wisconsin Statutes 118.125 and 118.126, and federal laws such as FERPA and IDEA, outline the confidentiality of all student records including behavioral, health, and academic records. The District interprets these statutes to mean that unless an individual has a "right to know," the academic, health, and behavioral records of students are not to be shared. This can be carried forward to both the written record and verbal conveyance of student health, academic, and behavior progress (or lack thereof). Open discussion of student progress, behavior, or health issues with individuals that do not have a "right to know," including board members, could be contrary to Wisconsin Statutes and could compromise professional accountability. These statutes are not intended to restrict staff from asking for assistance or ideas on how to handle a particular situation.

Failure to maintain the confidentiality of student records may result in discipline, up to and include discharge.

Copyright

A variety of machines and equipment for reproducing materials to assist employees in carrying out their educational assignments are available to professional educators in the school setting.

Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video, or computer-programmed materials, is a serious offense against federal law, a violation of Board policy, and contrary to ethical standards for District employees. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as “fair use” under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media.

Crisis Management Plans

The District has standardized procedures for use when the situation requires emergency safety measures. Each professional educator is responsible for posting the evacuation, hold and lockdown procedures in their classroom and for familiarizing themselves with the contents of the Staff Crisis Response Guidelines “plastic sleeve.” Employees must follow the prescribed procedures during any emergency drill or situation.

District Property

The District may supply an employee with equipment or supplies to assist the professional educator 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 may not utilize District property for personal use or gain. Limited use of telecommunications equipment, computer equipment, software, and minimal duplication-for-a-fee copy machine use are exceptions when used in a manner that does not interfere with the work responsibilities of the professional educator and does not violate Handbook provisions.

Any equipment, unused supplies, or keys issued must be returned prior to the professional educator’s last day of employment, including, but not limited to employee identification badges, parking permit, keys, and the key fob for building entry.

Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District. If a teacher becomes aware of any of the following activity, he or she must immediately report the activity to his/her supervisor or the superintendent.

Fraud and financial impropriety shall include but is not be 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.

Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the Superintendent or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, Superintendent, 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.

Emergency Drills

Every school conducts emergency drills in accordance with state law. All employees present in a building at the time of an emergency drill are required to participate in the drill and follow procedures during any and all emergency drills.

Equipment Disposal or Relocation

All District-owned equipment intended to be moved to another building site or declared surplus must first be approved by the principal for such change in use. Procedures for disposal of school property are specified in Policy 690.

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, investigatory interviews, physician's statements, pre-employment statements, paid leave requests, student records, tax withholding forms, and work reports.

Information Technology

The School District of Altoona has established policies that specify the rules for employee use of District-owned technology. Professional educators are expected to know and abide by the District's policies and administrative guidelines related to use of technology.

Users of the District's information technology should have no expectation of privacy in the content of their personal files and records of their online activity while on the District's network.

Electronic Media and Social Media Use

It is the policy of the employer 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 employer 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. Guidelines for electronic media and social media use, reporting of policy deviations, and possible result of policy violation are listed in Policy 522.71.

Injuries to Employees

Professional educators are covered under Workers Compensation Insurance. Workers' compensation is to provide for payment of medical expenses and for partial salary continuation in the event of a work-related accident or illness. The amount of benefits payable and the duration of payment will depend upon the nature of the injury or illness.

Any employee who is injured on the job shall report the injury to his/her principal prior to seeking medical attention, if at all possible. In the event of an emergency, the employee shall notify his/her principal within twenty-four hours after the occurrence of the injury or as soon as practicable. The employee shall complete an accident report form available on the District website.

The professional educator may be assigned alternate duties subject to permission from their physician.

Some types of injuries suffered while at work may not be covered by worker's compensation insurance.

Injuries to Students

Professional educators are responsible for reporting any student injury to the school office immediately. Each school's procedures for first aid, medical assistance, emergency assistance, parental contact, and appropriate written reports will be followed.

Legal Actions Involving Employees

Every professional educator shall notify his/her principal as soon as possible, but no more than three calendar days after any felony conviction.

Professional educators must also report an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension 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 three calendar days after the event

giving rise to the duty to report. The District may conduct criminal history and background checks on its employees.

Nothing herein shall prohibit the District from placing an employee on administrative leave pending investigation of a legal matter that may be substantially related to employment.

Credit Reimbursement

Professional Educators assume the responsibility to keep professionally qualified in their area of instruction. The District shall pay \$50.00 per credit earned at an accredited college or university if such credit is earned in a course of study that will improve the teacher in his/her position with the School District of Altoona. Prior approval from the building principal/supervisor and superintendent must be received before beginning classes.

It is the responsibility of the individual teacher to furnish proper official transcripts of college credits earned to the district office. To be accepted all credits must be from the accrediting office. Letters from instructors or grade reports will not be accepted.

Undergraduate credits may not be used for credit reimbursement prior to completion of a Master's Degree. With prior approval by the employer, undergraduate credits may be used for credit reimbursement after completion of a Master's Program. If requests for undergraduate credits are denied, teachers will not have access to the grievance procedure.

Licensure/Certification

All matters related to obtaining and renewing a teaching license or certification are the professional educator's personal responsibility. Each professional educator who is required to be licensed or certified by law must provide the District with a copy of his/her current license or certificate to be maintained in his/her personnel file. Professional educators 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 shall be void. All teaching contracts shall terminate if, and when, the employee's authority to teach terminates, and no person shall be employed with an expired license. Professional educators shall maintain the licenses that are in effect upon hire or as otherwise required.

Operation of Personal Vehicle

Professional educators who are required to drive their personal vehicle for District business or activities other than Cluster A or CESA professional development may be reimbursed at the IRS rate. The employee's personal insurance shall serve as the first level of coverage.

Outside Employment

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the professional educator's regular position with the District. Professional educators shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The Board expects professional educators to devote maximum effort to the position in which employed. A professional educator will not perform any duties related to an outside job during the additional time that the responsibilities of the District's position require; nor will a professional educator use any District facilities, equipment, or materials in performing outside work.

Physical Examination

Examination: Upon initial employment, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin Statutes. When hired, a professional educator will be given a conditional offer of employment, contingent on evidence that the professional educator is of sound health and able to perform the essential functions of their job.

Fitness for Duty: The District may require a physical and/or mental examination, at the expense of the District, in order to determine the professional educator's ability to perform the essential functions of his/her job, if the inquiry is job-related and consistent with business necessity, and consistent with the limitations imposed by applicable State and Federal law. The examination is to be conducted by a physician of the District's choosing. Failure to comply with this request or failure to provide a doctor's certification of fitness for duties assigned may result in discipline up to and including discharge/termination.

Professional Appearance/Dress Code

Professional educators are judged not only by their service but also by their appearance. It is the District's expectation that every professional educator's appearance is consistent with the high standards we set for ourselves as a District. Professional educators are expected to present a well-groomed, professional appearance and to practice good personal hygiene as employees represent the District to students, parents and the public.

The District will not tolerate dress or attire from professional educators that is considered disruptive, inappropriate, of a political nature or which adversely affects the educational atmosphere.

Enforcement of this policy must be non-discriminatory with regard to sex, race, religion or other legally-protected class status.

WORK DAY/HOURS OF WORK

Normal Hours of Work

Certified staff are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1) (L), Wis. Stats.

All professional educators shall be required to be in their assigned building and available to students pursuant to the schedule established by the District or building principal. Such schedule shall include time for collaboration, preparation and lunch.

Although professionals' work is not limited to any specified number of hours or days per week, the normal hours of work for full-time employees in positions authorized as "40-hours per week" are considered to be an average of eight (8) hours per day plus a duty-free 30-minute lunch period. Staff are expected to remain in the building during the established 7.25 instructional and planning hours as established by the building principal and remain in the building until the departure of buses. If meetings should run later than 3:45 p.m., professional educators are expected to remain for the duration of the meeting. The individual calling the meeting will make every effort to communicate the date and time of the meeting at least one week in advance.

During the school day professional educators are not to absent themselves from a class while that class is in session (except for legitimate student teacher training purposes), nor should professional educators leave the building earlier than the designated time at the end of the teaching day. Professional educators wishing to deviate from the above regulation must request and receive permission to do so from their building principal before taking leave. The employee is also required to sign-out/sign-in at the school office upon their leaving and returning to the building. Requests should be limited to emergency situations or such instances where the task cannot be completed except during school hours.

Meetings

Faculty Meetings: Professional educators are required to attend all mandatory administratively scheduled meetings of the faculty, staff, department/grade level, or other sub-group of employees. Administratively scheduled meetings may begin before the normal workday begins or extend beyond the end of the normal workday. The administration shall attempt to provide reasonable notice of all such meetings and will make every effort to keep meetings to a minimum in both frequency and time.

Student Progress Meetings: Professional educators are required to attend individual educational plans (IEP) team meetings, Response to Intervention team (RtI) meetings, parental conferencing meeting or other meetings of similar nature, which are normally conducted at irregular times and are required to attend such events regardless of the date, time, or duration of said meetings. Professional educators who are required to attend such student progress meetings will receive no additional remuneration beyond their regularly paid salary for attending such meetings.

Consultation with Parents

Professional educators will work in partnership with parents for the success of the whole child. This partnership may be reflected by way of phone contacts, home visits, progress reports, in-person appointments, etc., in addition to scheduled parent/teacher conferences and open houses. Home visits will be approved and monitored by the building principal or supervisor.

Emergency School Closing

Professional educators shall not report to work, nor shall their compensation be affected at such times that inclement weather, other emergencies or special situations require a delayed start or closing of school.

In the event it is necessary to provide an unscheduled early release, professional educators will be informed of the situation by the administration. Professional educators shall leave during such emergencies and shall not have their compensation affected.

The Superintendent shall make the decision regarding emergency closings. Make-up time for emergency closures shall be in keeping with state statute and shall be at the discretion of the Board. Professional educators shall not receive additional compensation in the event the District requires missed day(s)/time to be made up with or without students.

School Calendar

The school calendar shall be determined by the Board. The determination of the structure of the days, (example: instructional, inservice, workdays, etc.) shall be at the discretion of the Board. The number and length of the days required are subject to change.

RESPONSIBILITIES

Student Support

Professional educators are responsible for making themselves available in their classrooms or work areas to students throughout the day, to include the morning prior to the start of classes and after classes end at the conclusion of the student day. This is intended to provide additional time for students to work with their teachers.

Professional educators who are also coaches and/or advisors should give priority to the academic needs of their regular students, as needed at the end of the school day or during practice time. This is per Policy 538.1 - Coach/Advisor Evaluation Process.

Attendance at School Events

Professional educators are to attend administratively required school events. These events, though not limited by enumeration, may be an open house, music program, art show, high school graduation and/or other school or district events.

This demonstrates another way for professional educators to build rapport with students, parents, and the community.

Curriculum Development

In addition to each professional educator's individual responsibility for developing the scope, sequence, and lessons for his/her teaching assignment in accordance with the Board-approved curriculum, every professional educator has the responsibility to participate in curriculum development for the District as part of a curriculum committee, grade level/departmental team, work group, or individual task. Each professional educator has the obligation to participate in ongoing curriculum committee work and is expected to contribute professionally to curriculum committee activity and to attend meetings as scheduled.

The District will maintain a curriculum development schedule that may include, but is not limited to, an ongoing curriculum adoption cycle.

Each professional educator is assigned to a particular curriculum committee and is obligated to participate in the curriculum development and rewrite process as deemed appropriate by the District.

Every professional educator also carries the professional responsibility to update and improve semester outlines and units of study for courses and classes taught as part of their regular salaried position. Each professional educator is expected to research and develop an engaging instructional curriculum aligned with state standards.

Professional Duties

The District recognizes that each professional educator performs many duties not directly related with the regular classroom teaching assignment or other professional assignment nor specifically itemized in the position assignment. Professional duties are those considered to be part of the professional educators traditional workday and include, but are not limited to the following enumerated duties. The District, at its sole discretion, may add to or change this non-exhaustive list.

- a. The assignment itself;
- b. Faculty meeting attendance and participation;

- c. District-level committee attendance and participation;
- d. School-level committee attendance and participation;
- e. Varied ad hoc committees on which professional educators have traditionally served;
- f. Open house(s) as scheduled;
- g. Parent conferences as scheduled;
- h. Implementation of behavior plans, IEPs, 504 plans, RtI plans, ELL plans, G/T plans or other student assistance/accommodation plans as determined appropriate by the District;
- i. Supervision of students assigned during the workday (i.e., hallway, detention, lunch, recess);
- j. Letters of recommendation for students;
- k. Daily check of mailbox;
- l. Daily monitoring of and response to email and voicemail;
- m. Summer monitoring of and response to email;
- n. Adherence to deadlines for submission of information and data to administration;
- o. Written lesson plans developed in advance and available upon the building principal's or supervisor's request
- p. Learning targets will be posted in classrooms and accessible on the website for students, parents and community members;
- q. Professional sharing of information obtained from workshop/conference attendance, site visit, school meeting, or District meeting.

Professional Growth

All professional educators shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, Board approved curriculum, as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, each professional educator will make himself/herself available to his/her colleagues and to the community as a valued resource.

EMPLOYEE PERFORMANCE AND EVALUATION

Employee Evaluation

The District views employee evaluation as an ongoing process: (1) to raise the quality of instruction and/or educational services to the children of our community; (2) to promote the professional growth of professional educators; (3) to identify professional strengths and weaknesses with the intent of improving performance; and (4) to support the community's expectation that teacher performance is evaluated, monitored and improved. The process for evaluation of the professional educator is specified in Policy GCN – Evaluation of Professional Staff.

Employee Discipline

Given sufficient reason, the Board or designee has the right to suspend or otherwise discipline an employee. A professional educator may be disciplined for violations of Board or Handbook policy or for other failure to meet the expectations and obligations of their position. No employee may be subject to arbitrary or capricious disciplinary action.

Disciplinary action will normally follow a progressive discipline model that is designed to correct inappropriate conduct on the part of employees. Discipline may result when an employee's actions fall short of accepted standards of professional behavior or violate a policy or rule, when an employee's performance is not acceptable, or the employee's conduct is detrimental to the interest of the District. Typically, disciplinary action will involve any of four steps: verbal warning, written warning, suspension

with or without pay, and termination of employment. Specific disciplinary actions may 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.

As long as it is not arbitrary and capricious, the Superintendent may skip one or all steps in the progressive discipline model (Policy 524). Discipline, including termination, may occur for any other reason depending upon the seriousness of the offense, the particular facts and circumstances surrounding the incident(s), and the employee's record of prior disciplinary actions. Any professional educator who is suspended without pay or discharged shall be given written notice of the reasons for such action. A copy of such notice shall be made a part of the professional educator's personnel record. Instances of discipline are subject to the employee grievance procedure. See Board Policy 527, Grievance Procedure, for issues that are subject to the formal Grievance Procedure.

Not all disputes are covered by the formal Grievance Procedure. Employees with concerns that cannot be addressed in the Grievance Procedure are encouraged to promptly discuss their concern(s) with their supervisor and if, after discussion, the issue remains unresolved, employees are encouraged to prepare a written report, indicating the specific relief being requested and asking for a written response from their supervisor. If the dispute remains unresolved following this step, employees may forward their report, and their supervisor's written response, to the Superintendent for review and recommendation.

EMPLOYEE STATUS

Employee Definitions

Regular Employees: Regular Employees are defined as professional educators whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.

Regular Full-time School Year Employee: A regular full-time school year employee is defined as a professional educator who is scheduled to work at least a 190-day school year with the minimum hours per day described in EMPLOYMENT CONDITIONS Professional Educator – Workday/Hours of Work.

Regular Part-time School Year Employee: A regular part-time school year employee is defined as a professional educator who is scheduled to work less than a 190-day school year or less than the minimum hours per day described in EMPLOYMENT CONDITIONS Professional Educator – Workday/Hours of Work.

Exclusions: A regular full-time or regular part-time employee does not include student, substitute, temporary, or summer school employees.

Summer School Employees: A summer school employee is defined as a professional educator who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.

The District will employ professional educators by issuing Individual Teaching Contracts to each professional educator. The Individual Teaching Contracts must be signed and returned to the District

Office no later than the stated deadline in order to become a valid contract for the succeeding year.

The non-renewal of Individual Teaching Contracts shall be governed by § 118.22, Wis. Stats. and are not subject to the grievance procedure.

Job Vacancy and Posting

When the Superintendent determines that a vacancy or new position shall be filled, the District shall typically post an internal notice (posting) of such vacancy or new position for a minimum of three week days if reasonable and appropriate to do so. The posting shall include the title of position, the date the position is to be filled and any requirements. The District retains the right to determine whether and when to recruit outside applicants. In most cases, all employees who meet the minimum qualifications for the position and who request transfer will be given the opportunity to interview for the opening. All employees who interview for a position will be notified of the selection outcome.

The decision of the Superintendent shall be final as to the assignment of professional educators.

Professional Educator Layoff and Recall

The District retains the right to lay off professional educators, in whole or in part, and to retain those employees who are most qualified to perform the available work.

The District's need to provide services in the best interests of students shall be the prime consideration used to determine which professional educators are to be laid off. The rehiring of professional educators from layoff will be determined by the District based on the need for the most qualified person to perform the available work.

Termination, Non-Renewal, and Resignation

Individual employment contracts of a professional educator may be terminated or non-renewed upon a majority vote of the full membership of the Board subject to the applicable law (Wis. Stat. § 118.22). A nonrenewal is not subject to the District's grievance procedure.

Any professional educator who plans to leave the District shall notify his/her principal at the earliest possible date of his/her decision to leave. A professional educator may resign in accordance with the terms of his/her individual employment contract. A resignation, once submitted and accepted by the Board or its designee, is final and may not be rescinded without approval by the Board. The Board may defer acceptance of a resignation until such time as the position from which the professional educator has resigned is filled by the District.

Separation from Employment

Employees who voluntarily resign from their employment are expected to give a required notice in a timely manner to facilitate a smooth transition.

Professional educators may resign in accordance with the terms of his/her individual contract. Any teacher who seeks to break his/her individual contract will normally be required to pay liquidated damages as noted in their individual contract and as follows:

\$1,000 if the District receives written notice after June 15

\$1,500 plus the insurance premium cost if the District receives written notice after July 1

\$2,000 plus the insurance premium cost if the District receives written notice after August 1

The Board is not precluded from refusing to accept the resignation or from seeking and recovering the actual amount of damages resulting from a breach of an individual contract.

Standard for Discipline and Termination

A professional educator may be disciplined or terminated. Such discipline or termination shall not be arbitrary or capricious and shall be subject to the grievance procedure provisions governed by Policy 527.

GRIEVANCE PROCEDURE

Policy 527 specifies the exclusive internal method for resolving grievances concerning discipline, termination, and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure. The Board maintains the right to modify the Grievance Procedure, in accordance with state statute, at any time at its sole discretion.

COMPENSATION

PAYROLL INFORMATION

Unless the annual exception is requested, all professional educators will be put on the school year payroll cycle (20 paydays) and paid on the 7th and 23rd of each month, September through June. If a payday falls on a holiday or weekend the pay date will be the last work day preceding the holiday or weekend.

Pay is subject to all deductions required by law, federal tax, Social Security, Medicare, and state and local income taxes, as applicable. The amount of the deductions will depend on earnings and information furnished on individual W-4 forms regarding the number of exemptions claimed. If an employee wishes to modify the number of exemptions, he/she must complete a new W-4 form and turn it in to the Business Office. Only an employee may modify his/her own W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. Professional educators are encouraged to regularly check their pay-related information on the online Employee Portal.

The annual W-2 form reflects how much of an employee's earnings were deducted for these purposes. Any other mandatory deductions to be made from paychecks, such as court ordered garnishments, will be explained whenever the District is ordered to make such deductions. Questions about pay and deductions should be discussed with the Business Office.

All professional educators shall have their pay checks (after all appropriately authorized amounts have been deducted) directly deposited into a designated bank account(s) of the employee's choosing. Any changes to direct deposit information may be made by notifying the Business Office. Direct deposit changes may take up to two payroll periods to take effect.

It is the District's policy to comply with applicable wage and hour laws and regulations. If you have any questions or concerns about your salaried status or you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately raise the matter with the Business Office who can assist you in understanding the information that is required in order to investigate the matter. The District is committed to investigating and resolving all complaints as promptly, but also as accurately, as possible within a reasonable period of time. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed and the Employer will take whatever action it deems necessary to ensure compliance in the future.

SALARY AND RELATED COMPENSATION

Salary

Salary information for professional educators is contained in the Compensation Model.

Separate Increment Assignment (Extracurricular) Stipends

Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. The stipend for extra-curricular activities shall be specified in the separate increment assignment letter. The letter shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.

Substitute Assignment

Professional educators may be assigned to serve as a substitute during his/her workday. Compensation for such service would be in the form of compensatory time paid in the current pay period.

Training

The District may occasionally request that a professional educator attend a workshop or training necessary for employment that occurs outside the scheduled work day. The professional educator may be eligible for compensation at the curriculum rate or a daily stipend at the discretion of the District. Registration and expenses including meals (up to a maximum of \$50 per day) and mileage will be covered.

Summer School

If summer school session employment is available, the District may offer summer school employment to qualified professional educators of the District's choosing. The District is free to use outside providers to perform such work at its discretion. The terms and conditions of employment for summer school session shall be established by the District at the time of hire.

BENEFITS

DISTRICT PROVIDED BENEFITS

The Board provides a competitive and comprehensive package of benefits to its employees. The Board retains the final authority to establish, modify, rescind, add, or in any way affect employee benefits. In conjunction with the budget process, the anticipated share cost of all employee benefits, specifying both the employee and employer share, shall be approved through Board action.

Insurance coverage will commence on the professional educator's first day of employment for eligible employees. Professional educators whose employment is terminated at the conclusion of a school year shall have their health, dental, life, and long-term disability insurance coverage's continued and paid at the same District rate through August of the same year in which the employment was terminated. Professional educators whose employment terminates during the school year shall have their health, dental, life, and long-term disability insurance coverage's continued and paid at the same District rate through the last day of the last month of their employment.

Wisconsin Retirement

Wisconsin Retirement System (WRS) Contributions: Once eligible for coverage under WRS, coverage is mandatory and an employee may not "opt out" of WRS. Employers and employees are required to pay a percentage of each payment of earnings equal to "one-half of the total actuarially required contribution rate." Employee contributions are pre-tax.

Health and Dental Insurance

The District reserves the right to select the carrier(s) and to determine the plan benefits including deductibles, co-pays, and other coverage's for health and dental insurances. The District reserves the right to change the structure of the benefit plan, including eligibility, at any time. Specific information concerning the plan may be found in the appropriate Summary Plan Description which governs all conditions of coverage. The plan documents are maintained in the Business Office and provided to employees who enroll in the coverage. Eligible employees who are covered under fully insured group health and dental plans are assured the privacy protections required by Federal and State Law.

Eligibility for Health and Dental Insurance

Each professional educator employed by the District at least 30 hours per week is eligible to participate in the District's health and dental insurance. Professional educators whose assignments are less than 30 hours per week are not eligible to participate in the District's health and dental insurance. Full time equivalency is based on regular contracted time only.

Premium Contributions for Health Insurance

Full-time professional educators who qualify for single or family benefits as determined by the insurance contract are eligible to have a percentage of the monthly premium rate paid by the District.

The percentage of the District contribution, which will be set annually by the Board.

Premium Contributions for Dental Insurance

Professional educators who qualify for single or family benefits as determined above are eligible to have the monthly premium paid by the District at the rate of full time equivalency (FTE).

Alternate Benefit

The Board shall provide an Alternate Benefit Plan (ABP) to full-time professional educators under the Internal Revenue Service code that permits employees to choose cash in lieu of family plan health insurance benefits.

Professional educators who are eligible for family insurance coverage who decline all health insurance coverage from the District and who have other health insurance coverage shall receive \$7,000 each year the professional educator declines all health insurance coverage from the District. Employees must provide proof of other insurance to the District Office in order to receive the stipend. The cash payment shall be paid into a Section 125 plan with a cash option and shall be subject to appropriate taxation as defined by the IRS and the State of Wisconsin. Payment will be included in twenty paychecks. It is understood that this ABP payment is not considered compensation by the WRS.

The ABP will be discontinued at any time the District does not “break even” by offering this benefit as determined solely by the District. The termination of the ABP will not confer any additional benefits on those enrolled in the ABP other than the benefits described in this handbook.

Flat Term Life Insurance

The Board shall provide to all professional educators a \$30,000 term life insurance plan and an equal amount of accidental death and dismemberment benefits. The Board shall pay the full costs of providing these benefits.

Group Long-Term Disability Insurance

Long term disability insurance will be made available at no cost to all professional educators. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

Liability Insurance

Employees are covered by the District’s liability policy while acting within the scope of their defined duties and responsibilities. The District’s liability policy shall be in accordance with Wisconsin Statutes.

Travel Expenses

In accordance with advance authorization by the principal or immediate supervisor, the District may provide for reimbursement of actual and necessary expenses, including travel expenses, of professional educators that are incurred in the course of performing services for the District, whether within or outside the District. Mileage will be reimbursed at the IRS mileage rate. Meals will be covered up to a maximum of \$50 per day.

VOLUNTARY BENEFITS**State Life Insurance**

The Board shall participate in the State Life plan and provide the benefits under that plan to employees who choose to participate in that plan, or the Board shall provide equivalent benefits through another carrier for employees who choose to participate. The Board shall pay 41% of the cost of providing the State Life plan benefits for those employees who choose to participate. If the Board chooses to provide

equivalent benefits through another carrier, the Board shall pay an amount equal to 41% of the cost of the State Life plan benefits, for those employees who choose to participate in that alternative plan.

Short-Term Disability

The Board shall make short-term disability insurance available to eligible employees at the employee's expense. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

Tax-Sheltered Annuity (TSA)/403(b) Retirement Plan

The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service's (IRS) Code 403(b) Savings Program and invest his or her money through salary deferral in annuities and other qualifying IRS Code 403(b) investment vehicles. Employees will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District's plan document.

Wisconsin Deferred Compensation (WDC)/457(b) Retirement Plan

The District will make available and employees shall have the opportunity to participate in Wisconsin Deferred Compensation (WDC) program described in the IRS code section 457(b). Deferred compensation programs allow eligible employees to save and invest before-tax and after-tax (Roth) dollars for retirement. Employees will be permitted to have their contribution remitted via payroll deduction to WDC.

Section 125/Flexible Spending Account

The District will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account (FSA) under applicable sections of the Internal Revenue Code (§ 105, § 106, § 125 and § 129) to permit employees to reduce their salary and contribute to an FSA to cover the following expenses:

- a. Payment of insurance premium amounts (IRC § 106);
- b. Permitted medical expenses not covered by the insurance plan (IRC § 105)
- c. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§ 105, § 106, § 125 and § 129).

VOLUNTARY EARLY RETIREMENT

(Updated 5/7/18; Effective 7/1/18)

The Board may provide, at its sole discretion, an early retirement benefit for eligible professional educators, and reserves the right to modify or terminate this benefit at any time.

Section 1 – Professional Educators hired before June 1, 2008.

Professional educators must meet all of the following requirements in order to access the early retirement benefit:

1. Must have been employed the equivalent of fifteen (15) years of full-time employment as a professional educator in the School District of Altoona;
2. Must submit a written, voluntary letter of retirement to the Superintendent no later than March 1 of the school year at the end of which the professional educator will sever employment;
3. Must achieve at least the minimum age of fifty-five (55) on or before September 1 of the year of retirement

For professional educators hired for service prior to June 1, 2008, the Employer will pay an early retirement benefit, based on years of service to the School District of Altoona from hire date to June 30, 2016, as follows:

- 9 to 14.99 years of service: 12 monthly payments for four years with each year equal to the employee's 15-16 annual rate of insurance, or until medicare eligibility, whichever is less.
- 15 to 19.99 years of service: 12 monthly payments for five years with each year equal to the employee's 15-16 annual rate of insurance, or until medicare eligibility, whichever is less.
- 20 to 24.99 years of service: 12 monthly payments for six years with each year equal to the employee's 15-16 annual rate of insurance, or until medicare eligibility, whichever is less.
- 25 to 29.99 years of service: 12 monthly payments for seven years with each year equal to the employee's 15-16 annual rate of insurance, or until medicare eligibility, whichever is less.
- 30 or more years of service: 12 monthly payments for eight years with each year equal to the employee's 15-16 annual rate of insurance, or until medicare eligibility, whichever is less.

The annual rates for the 15-16 school year are:

- \$7,000 Cash-in-Lieu
- \$7,061 Single Plan
- \$15,708 Family Plan

These payments will be paid out on a monthly basis.

Professional educators severing employment will have the opportunity of converting their accumulated sick leave to a dollar amount equivalent to the number of accumulated sick leave days using the following sliding schedule based on years of service as of June 30, 2016:

- 9 to 24.99 years of service: \$110/unused sick day.
- 25 to 29.99 years of service: \$150/unused sick day.
- 30 or more years of service: \$190/unused sick day.

This accumulated sick leave payout can be used towards premium increases up to the District base health insurance plan. There will be no cash payout of the unused sick days.

Any professional staff member, who was hired before June 1, 2008, will be given the opportunity to waive the tiered health insurance plan in favor of the HRA plan.

Section 2 – Professional Educators hired on or after June 1, 2008

The following separation benefit program will be in effect for professional educators hired on or after June 1, 2008:

1. Upon completion of the employee's fifth (5th) consecutive year of service to the District, the District shall establish a Health Reimbursement Arrangement (HRA) account in the employee's name. The account will be fully vested and transferable once created.
2. On December 10th of the sixth (6th) consecutive year of service to the District and each consecutive year following, a deposit of 6% of the yearly salary, to a maximum of \$3,000.00, shall be made to the employee's HRA account.
3. Accumulated sick leave days will be paid out at \$110.00 per day into the employee's HRA at the time of separation.

TIME OFF AND LEAVES

PAID LEAVE DAYS

Each professional educator will have access to his or her paid leave balances through the Employee Portal. Paid leave may be taken in quarter-day increments. The responsibility for applying for and claiming leave rests with the professional educator. In all cases of absence, it is the responsibility of the professional educator to contact his/her principal in a timely manner.

Paid Leave Bank (Sick, Bereavement, Emergency)

Sick Leave

Yearly sick leave credit of ten (10) days shall be granted to the full-time professional educator (pro-rated accordingly for part-time employees) on the first day the professional educator reports to work for the contract year. Sick leave will accumulate to a maximum of one hundred (100) days.

Professional educators beginning work after the first day of the contract year shall receive a pro-rated amount of sick leave. Professional educators who leave the District's employment prior to the completion of his/her contract year shall have a pro-rated amount of sick leave removed from his/her account.

Sick leave shall cover necessary absences from duty because of personal illness, bodily injury, hospitalization or surgery. Sick leave may be used to care for a member of the immediate family. Immediate family shall be father, mother, brother, sister, spouse, domestic partner, child(ren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent and grandchildren. Immediate family shall also include the child(ren), father, mother, brother, sister, grandparent or grandchildren of a domestic partner.

It is expected that whenever possible medical or dental appointments for the employee or family member be scheduled outside of regularly scheduled work hours. When appointments cannot be scheduled outside of the regularly scheduled work hours, professional educators are expected to return to work after the appointment if the timeframe permits them to do so. When a professional educator intends to be absent for a medical/dental appointment or other non-school business for less than a quarter of a day, the professional educator may avoid use of sick leave if the professional educator makes arrangements with a colleague for coverage and notifies the principal of the arrangements in advance of the absence. The employee is also required to sign-out and sign-in upon their leaving and returning to the building. If the principal, school office, or sub caller is used to provide a substitute, then the professional educator will be charged with a half-day of sick leave if the absence is limited to either before lunch or after lunch, and a full-day of sick leave if the absence includes time both before and after lunch.

In the event an employee becomes eligible for benefits under the District's long term disability insurance program, the employee will no longer be allowed to use sick leave or accumulated sick leave.

Whenever the District deems such verification appropriate, the professional educator may be required to furnish the District with a certificate of illness signed by a medical provider verifying the reason for the absence. Such certificate should include a statement releasing the professional educator to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or

discharge employees for excessive absenteeism.

When applicable, State and Federal FMLA shall run concurrently. For employees eligible for Federal FMLA, the District may require use of applicable accrued paid leave while taking FMLA leave; for employees only eligible for State FMLA, the employee may request, but the employer may not require, substitution of applicable accrued paid leave.

Compassion Clause: Sick leave days may be given by a professional educator to another professional educator upon written notice by the donor to the District Business Office. Staff members can give one-tenth of their accumulated sick days to any staff member that has used all their sick days. The days given are for sick and emergency purposes, not for personal reasons. Once the days are given, they cannot be taken back.

No more than what is needed for the current situation, up to 60 days, can be given to an individual employee in a given school year. Extenuating circumstances will require Board approval.

Bereavement Leave

Professional educators shall be granted Bereavement Leave not to exceed five days in the event of a death in the family or close relationship. Bereavement Leave shall be deducted from the employee's Paid Leave Bank. It is the professional educator's responsibility to submit the appropriate form to his/her principal in advance of taking such leave. Professional educators who access Bereavement Leave consisting of multiple days for the same death shall confer with his/her principal in advance for the purpose of maintaining smooth school operations in his/her absence. The District may require proof of the death, the relationship, travel itineraries, or other documentation from the professional educator whenever the District deems such verification appropriate. A written request must be made to the Superintendent if it is felt that more days are needed.

Emergency Leave

In the event of an emergency not covered by illness in the family as indicated in the Sick Leave section or death as indicated in the Bereavement Leave section, the professional educator may apply for Emergency Leave to be granted by the Superintendent. Emergency Leave shall be deducted from Paid Leave Bank and will be granted only if sufficient evidence is submitted to satisfy there is a compelling reason for absence. Usually this leave will be granted only under extraordinary and uncontrollable circumstances. These circumstances will usually fall under the classification of an unforeseen nature that could not possibly be foreseen by the employee, such as damages to the professional educator's residence or vehicle caused by fire, flood, tornado, or other unforeseen emergency.

Personal Day

One (1) contracted day per school year will be granted to a professional educator who has personal matters which require absence during a work day. A Personal Day is defined as leave from a regular work day to conduct personal business which cannot be conducted outside the regular work day. Personal leave is accumulative to a maximum of five (5) days.

After five (5) years of continuous service to the District the professional educator will be granted two (2) personal leave days per school year with an accumulation to five (5) days.

Requests for Personal Days must be made by email to the immediate Supervisor as early as possible but not less than two (2) days prior to the day requested unless an emergency arises. If the event which gives

rise to the request is unknown at that time, such request must be made as soon as the employee becomes aware of the necessity for this leave and can reasonably communicate with the building principal or supervisor. All personal leave days require supervisor approval and are granted/denied at administrator's discretion.

Typically, no more than two (2) professional educators in a building or five (5) professional educators in the District may use a Personal Day on the same day. No Personal Day leaves will be granted on the first or last week of school, or on an inservice or Parent-Teacher Conference day.

Upon written request to the payroll specialist, up to two (2) unused personal days may be paid out at year-end at \$110 per day.

Chaperone Day

Professional educators whose child is enrolled in the Altoona School District may apply for the equivalent of one (1) paid day per child per year, allocated in half-days, to serve as a field-trip chaperone, classroom assistant, or participant in a school-sponsored activity in which the child is involved. This day is non-accumulative and is in addition to the annual Sick Leave and Personal Leave allocation. Application for such leave shall be made in accordance with the rules and limitations of the Personal Leave calendar and shall require submission of the appropriate form.

Administratively-Approved Leave

A professional educator may request Administratively-Approved Leave (with or without pay) for absences not covered under Sick Leave, Personal Leave, Bereavement Leave, or Emergency Leave provisions. Paid Administratively-Approved Leave shall access the professional educator's Sick Leave account. Unpaid Administratively-Approved Leave shall result in a pro-rated daily deduction of the teacher's contract and payment by the professional educator of daily benefit costs (1/190) after three (3) continuous leave days. This leave and the conditions thereof, including compensation, shall be at the discretion of the Superintendent whose decision shall be final and without appeal.

Requests for Administratively-Approved Leave shall be made with the appropriate form at least 15 days prior to the absence if advance notice is available. In the event that 15 days advance notice is not available, the professional educator shall be responsible for submitting the appropriate form as soon as the information is available. Administrators retain full discretion to grant or deny said request.

Jury Duty and Witness Duty

Where a professional educator is absent as a result of performing jury duty or acting as a witness in a matter on behalf of the District, the professional educator will be paid his/her full salary provided that all payments, less mileage, due the professional educator for performing jury duty shall be endorsed to the District. Professional educators shall report to work if released from jury duty or the witness stand when at least a half-day remains in the scheduled work day. Professional educators are required to submit proof to verify the amount of the payment and/or their requirement/request to appear.

National Guard Duty

Where a professional educator is absent due to required service in the National Guard or Reserve, the professional educator will be paid his/her full salary for a period of up to five (5) days for such absence, barring any overriding provision by the state or federal government. This leave will be granted without any deduction from the professional educator's Sick Leave account, provided that the professional educator endorses to the District all payments by the military for the days covered by paid leave from the District.

Military Leave for Active Duty

Professional educators will be granted a military leave of absence for absences from work due to serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law.

Military Caregiver Leave and Exigency Leave

Military Caregiver and Exigency Leave will be provided to qualifying employees in accordance with applicable law and regulations.

FAMILY AND MEDICAL LEAVE ACT

Eligible professional educators may have access to absences covered by the federal Family Medical Leave Act (FMLA) and the Wisconsin Family Medical Leave Act (WFMLA). Questions regarding FMLA leave should be directed to the District's Business Office.

Appendix A – Employee Rights Under the Family and Medical Leave Act

Appendix B – Wisconsin Family and Medical Leave Act

Employees requesting and using bone marrow and organ donation leave are afforded additional protection and rights under the Wisconsin Bone Marrow and Organ Donation Leave Act.

Appendix C – Wisconsin Bone Marrow and Organ Donation Leave Act

LEAVES OF ABSENCE

Professional Leave

Professional educators may apply for an unpaid professional leave for study, research, or special teaching assignment for a period up to one (1) year. This leave will be without pay or benefits and is subject to Board approval at their discretion. Requests for professional leave must be made by February 1 for the following school year.

Child-Rearing and Adoption Leave (Extended Beyond FMLA/WFMLA)

Professional educators with a minimum of three (3) years of continuous local experience may apply for unpaid Child-Rearing/Adoption Leave. Such leave is subject to Board approval and may be taken for no longer than two (2) semesters. The Board reserves the right to limit approved leaves to no more than four professional educators per school year and is subject to hiring a qualified replacement for the leave period. This leave provision is not available to professional educators who have used this leave provision within the previous three (3) years. Application should be made in writing at least three (3) months prior to the requested start of the leave. If conditions are such that three (3) months advance notice is not reasonable, then application should be made as soon as practicable with an explanation as to the cause of the reduced advance notice.

Other Leaves

Employees may request, and the District will consider, leave requests after the professional educator has exhausted applicable accrued leave. Such leave requests will be considered on a case-by-case basis.

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

REQUESTING LEAVE

EMPLOYER RESPONSIBILITIES

ENFORCEMENT

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



WISCONSIN FAMILY AND MEDICAL LEAVE ACT

Section 103.10, Wisconsin Statutes, requires that all employers with 50 or more employees display a copy of this poster in the workplace. Employers with 25 or more employees are required to post their particular leave policy.

Under state law all employers with 50 or more permanent employees must allow employees of either sex:

- ▶ Up to six (6) weeks leave in a calendar year for the birth or adoption of the employee's child, providing the leave begins within sixteen (16) weeks of the birth or placement of that child.
- ▶ Up to two (2) weeks of leave in a calendar year for the care of a child, spouse, domestic partner, as defined in § 40.02(21c) or 770.01(1) or parent or a parent of a domestic partner with a serious health condition.
- ▶ Up to two (2) weeks leave in a calendar year for the employee's own serious health condition.

This law only applies to an employee who has worked for the employer more than 52 consecutive weeks and for at least 1000 hours during that 52-week period. The law also requires that employees be allowed to substitute paid or unpaid leave provided by the employer for Wisconsin Family and Medical Leave. Employers may have leave policies, which are more generous than leaves required by the law.

A complaint concerning a denial of rights under this law must be filed within 30 days after the violation occurs or the employee should have reasonably known that the violation occurred, whichever is later.

For answers to questions about the law, a complete copy of the law, or to make a complaint about a denial of rights under the law contact:



**STATE OF WISCONSIN
DEPARTMENT OF WORKFORCE DEVELOPMENT
EQUAL RIGHTS DIVISION**



201 E WASHINGTON AVE, ROOM A100
PO BOX 8928
MADISON WI 53708

Telephone: (608) 266-6860
TTY: (608) 264-8752

819 N 6TH ST
ROOM 723
MILWAUKEE WI 53203

Telephone: (414) 227-4384
TTY: (414) 227-4081

Website: <http://dwd.wisconsin.gov/er/>

The Department of Workforce Development is an equal opportunity employer and service provider. If you have a disability and need to access this information in an alternate format or need it translated to another language, please contact us.

WISCONSIN BONE MARROW AND ORGAN DONATION LEAVE ACT

Section 103.11, Wisconsin Statutes, requires all employers with 50 or more employees to display a copy of this poster in the workplace. Employers with 25 or more employees are required to post their particular leave policies.

Under state law all employers with 50 or more permanent employees must allow employees of either sex:

- ▶ Up to six (6) weeks leave in a 12-month period for the purpose of serving as a bone marrow or organ donor, provided that the employee provides his or her employer with written verification that the employee is to serve as a bone marrow or organ donor and so long as the leave is only for the period necessary for the employee to undergo the bone marrow or organ donation procedure and to recover from the procedure.

This law applies only to an employee who has worked for the employer more than 52 consecutive weeks and for at least 1000 hours during that 52-week period. The law also requires that employees be allowed to substitute paid or unpaid leave provided by the employer for Wisconsin Bone Marrow or Organ Donation Leave. Employers may have leave policies that are more generous than leaves required by the law.

A complaint concerning a denial of rights under this law must be filed within 30 days after the violation occurs or the employee should have reasonably known that the violation occurred, whichever is later.

For answers to questions about the law, a complete copy of the law, or to make a complaint about a denial of rights under the law contact:



**STATE OF WISCONSIN
DEPARTMENT OF WORKFORCE DEVELOPMENT
EQUAL RIGHTS DIVISION**



PO BOX 8928
MADISON WI 53708

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TTY: (608) 264-8752

819 N 6TH ST, ROOM 723
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The Department of Workforce Development is an equal opportunity employer and service provider. If you have a disability and need to access this information in an alternate format or need it translated to another language, please contact us.

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SECLUSION AND RESTRAINT

The following information addresses the legal obligations related to the use of seclusion and restraint in schools as referenced in 2011 Wisconsin Act 125 Requirements.

Coverage: Applies to both special education and regular education students. Applies to school staff, including independent contractors and their employees, and student teachers. Does not apply to law enforcement officers working in the school.

Definitions: **physical restraint** is a restriction that immobilizes or reduces the ability of a student to freely move his or her torso, arms, legs, or head. **Seclusion** is the involuntary confinement of a student, apart from other students, in a room or area from which the student is physically prevented from leaving.

Seclusion: Prohibits use of seclusion in public schools, including charter schools, except when:

- A. A student's behavior presents a clear, present and imminent risk to the physical safety of the student or to others, and it is the least restrictive intervention feasible;
- B. Constant supervision of the student is maintained;
- C. The student has adequate access to the bathroom, drinking water, required medications, and regularly scheduled meals; and
- D. Seclusion is used no longer than necessary to resolve the risk to the physical safety of the student or others.

A room may not be used for seclusion unless:

- A. The room or area is free of objects or fixtures that may cause injury,
- B. There are no locks on the door, including hold down type mechanisms that immediately release when pressure is removed, and
- C. Meets all applicable school building code requirements.

What is not considered seclusion?

Directing a disruptive student to temporarily separate himself or herself from the activity in the classroom to regain control is not considered seclusion unless the student is confined to an area from which she or he is prevented from leaving. Directing a student to temporarily remain in the classroom to complete tasks while other students participate in activities outside of the classroom is not considered seclusion unless the student is confined to an area from which she or he is prevented from leaving.

Physical Restraint: Prohibits the use of physical restraint in public schools, including charter schools, except when:

- A. A student's behavior presents a clear, present and imminent risk to the physical safety of the student or to others, and it is the least restrictive intervention feasible;
- B. There are no medical contraindications to its use;

- C. Degree of force and duration used do not exceed what is necessary and reasonable to resolve the risk to the physical safety of the student or others; and
- D. No prohibited maneuver is used. Prohibited maneuvers are techniques that:
- do not give adequate attention and care to protecting the pupil's head;
 - cause chest compression by placing pressure or weight on the student's chest, lungs, sternum, diaphragm, back or abdomen,
 - place pressure or weight on the student's neck or throat, on an artery, or on the back of the student's head or neck, or that otherwise obstruct the student's circulation or breathing; and
 - constitute corporal punishment

The Act prohibits mechanical or chemical restraints: Supportive equipment that properly aligns a student's body, assists in maintaining balance, or assisting in mobility under the oversight of appropriate medical staff is not mechanical restraint.

What is not considered physical restraint? Briefly touching a student's hand, arm, shoulder or back to calm, comfort, or redirect the pupil is not considered physical restraint.

Individualized Education Program (IEP) Requirements:

- A. The first time that seclusion or physical restraint is used on a student, the student's IEP team must meet as soon as possible after the incident.
- B. The IEP team must review the student's IEP to make sure that it contains appropriate positive behavioral interventions, supports, and other strategies to address the behavior, and revise if necessary.
- C. At any time if the IEP team determines that the use of seclusion or restraint may be reasonably anticipated for the student, the IEP must include:
- appropriate positive interventions and supports and other strategies that address the behavioral concerns based on a functional behavioral assessment; and
 - clear statements that the use of restraint and/or seclusion may be used as an intervention.

Notification and Reporting Requirements: If seclusion and/or physical restraint is used on a student at school, the principal or designee must:

- A. As soon as possible, but no later than 1 business day after the incident, notify the student's parent of the incident and of the availability of the written report.
- B. Within 2 business days after the incident, after consulting with school staff present, prepare a written report containing all of the following information:
- the student's name,
 - the date, time, and duration of the incident,
 - a description of the incident including a description of the student's behavior before and after the incident, and
 - the names and titles of school staff present during the incident.
- C. The written report must be kept at the school and made available for review by the student's parents within 3 business days of the incident.

Each year, by September 1: the principal or designee must submit to the school board a report:

- on the number of incidents of seclusion and physical restraint in the previous year,
- the total number of students involved in the incidents, and
- the total number of students with disabilities involved in the incidents.

Training Requirements: Except as discussed below, no school staff may use physical restraint unless he or she has received training that includes:

- A. Methods of preventing the need for physical restraint;
- B. Instruction in the identification and description of dangerous behavior indicating the need for physical restraint, and in methods of evaluating risk of harm to determine whether physical restraint is needed;
- C. Experience in administering and receiving various types of physical restraint;
- D. Instruction on the effects of physical restraint on the person restrained, methods of monitoring signs of physical distress, and techniques for determining when medical assistance may be needed;
- E. Instruction in documenting and reporting incidents of physical restraint; and
- F. Demonstration of proficiency in administering physical restraint.

Each school where physical restraint may be used must have at least one staff member who has received training.

The school must keep a record of the training received by the staff member(s) including information regarding how long the training is considered valid by the training program.

Unforeseen Emergency Exception:

School staff who have not received the prescribed training in physical restraint may use physical restraint on a student at school:

- only in an emergency, and
- only if school staff members who have received training are not immediately available.

Authority under other statutory provisions: Nothing in the Act affects the ability of school staff to remove a student from class under current law (section 118.164 (3) (b) of the Wisconsin Statutes). Nothing in the Act affects the ability of school staff to use the exceptions to the prohibition on corporal punishment under current law (section 118.31 (3) of the Wisconsin Statutes).

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EMPLOYEE ACKNOWLEDGEMENT FORM

**This is a duplicate copy of the form.
Please retain this copy with your handbook for reference.**

An original signed and dated copy of this form must be submitted to the School Office by the announced deadline as a condition of continued employment.

The *Professional Educator Handbook* describes important information about the School District of Altoona. I acknowledge that I have received a copy of the Altoona School District's *Professional Educator Handbook*. I understand that I should consult my building principal or supervisor if I have any questions that are not answered in the handbook.

I understand and acknowledge that there may be future changes to the information, policies, and benefits in this handbook. I also understand that the School District of Altoona may add new policies to the *Professional Educator Handbook* as well as replace, change, or cancel existing policies. I understand that handbook changes can only be authorized in writing by the Superintendent or by the Altoona Board of Education.

I understand and acknowledge that the district handbook is not a contract of employment or legal document. I understand and acknowledge that the *Professional Educator Handbook* does not alter my employment status or guarantee employment for any definite period of time. I have received the district handbook and I understand that it is my responsibility to read and follow the policies contained in this handbook and any changes made to it.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____