

PERSONNEL GOALS

The personnel employed by the School District constitute the most important resource for effectively conducting a quality learning process. Important contributions to a successful education program are made by all staff members. The School District's program will function best when it employs highly qualified personnel, conducts appropriate staff development activities, and establishes policies and working conditions which are conducive to high morale and which enable each staff member to make the fullest contribution to School District programs and services.

The goals of the School District's personnel program shall include the following:

1. To recruit, select, and employ the best qualified personnel to staff the School District's schools.
2. To provide staff compensation, benefit programs, and general working conditions sufficient to attract and retain qualified employees.
3. To provide a staff development program for all employees to improve their performance.
4. To conduct an employee evaluation program that will contribute to the continuous improvement of staff performance.
5. To assign personnel to ensure that they are used as effectively as possible.
6. To develop the quality of human relationships necessary to obtain maximum staff performance and a high level of job satisfaction.

Adoption Date - 7/1/87, 3/12/97

EQUAL OPPORTUNITY EMPLOYMENT

The School District is an equal opportunity employer. Personnel hiring and administration in the School District shall be conducted so as not to discriminate against applicant or employee on the basis of age, race, color, sex, sexual orientation, marital status, disability, national origin, ancestry, arrest or conviction record, or any other reason prohibited by state and federal law.

The School Board designates the Director of Personnel/Pupil Services to coordinate the School District's efforts to comply with and carry out the responsibilities of all state and federal requirements to prevent employment discrimination. Any individual who believes he/she has been discriminated against should file a written complaint with the Director of Personnel/Pupil Services.

Any employee who believes he/she has been discriminated against may file a complaint through the negotiated grievance procedure or the School District complaint procedure as appropriate.

Adoption Date	-	4/17/76, 7/1/87, 3/12/97
Legal Reference	-	Civil Rights Act of 1964 Title VII as amended Equal Employment Opportunity Act of 1972, Title VII Education Amendments of 1972, Title XI Age Discrimination Act of 1967, as amended Rehabilitation Act of 1973 Section 504, Title IX Americans with Disabilities Act, Wis. Stats. 118.195, 118.20, 111.31-111.395
Cross Reference	-	511-Rule, Employee Discrimination Complaint Procedures 411.2, Harassment 511.2, Sexual Harassment Employment Agreements

DISCRIMINATION COMPLAINT

Any complaints regarding alleged discrimination in employment policies and practices, shall use the following procedures:

1. The complaint shall be presented in writing to the Director of Human Resources & Special Services with specific details and corresponding dates being a part of that presentation. The Director of Human Resources & Special Services shall determine to which administrator the matter should be referred. The administrator so designated shall answer the complaint as soon as practicable.
2. Following the response outlined in step 1, the complainant may request a conference with the Director of Human Resources & Special Services' designee as indicated above. The results of such a conference shall be put in writing and forwarded to the complainant by the designee no later than five (5) working days following the conference.
3. If the complainant is still not satisfied after completion of steps 1 and 2, the matter may be referred back to the Director of Human Resources & Special Services who will meet with the complainant at a mutually agreeable time to thoroughly review the topic. A written summation of that meeting and possible solution will be furnished to the complainant no later than five (5) working days following the conference.
4. Should the complainant still not be satisfied, the matter may be referred to the complainant to the District Administrator and/or the School Board for review by the proper School Board committee. Its response will be forwarded to the complainant as soon as practicable after receipt of the referral.
5. Complainants are reminded that the Department of Industry, Labor and Human Relations, the Wisconsin Employment Relations Commission, the Regional Director of the Office of Civil Rights, and the courts are all open to them for appeal procedures. The School District of Whitefish Bay, however, strongly encourages usage of provisions 1 and 2 of this complaint procedure as the quickest and most meaningful procedure to be used.

Adoption Date - 7/1/87, 3/12/97; 1/24/06

DRUG-FREE WORKPLACE

The use, possession and distribution of alcoholic beverages or the unlawful possession, use, manufacture, distribution, or dispensation of any controlled substance (including prescription drugs) is prohibited in the schools during school work activities or on the school grounds of the public schools in Whitefish Bay.

Under the federal Drug-free Workplace Act of 1988, an employee convicted of a drug-related charge which occurred at the workplace must notify his/her immediate supervisor within five (5) days following conviction. Failure to report may result in disciplinary action up to and including discharge.

An employee convicted of a criminal drug-related violation occurring in the workplace will be subject to discipline and may be required to participate in a rehabilitation program in compliance with the Act. The School District of Whitefish Bay is required to report all such convictions to the federal government.

The School District of Whitefish Bay, in coordination with other agencies, will participate in ongoing education programs that explain the dangers of drug use. In addition, the Employee Assistance Program will provide information on counseling and rehabilitation services to employees with drug problems.

Adoption Date	-	2/14/90, 3/12/97
Legal Reference	-	Federal Drug-free Workplace Act of 1988, Drug-free
Cross Reference	-	Current Employee Agreements 523.3, Employee Assistance Program

OUTSIDE BUSINESS INTEREST

No employee of the School District shall, during the course of his/her regularly scheduled work day, engage in any way in the pursuit of any outside business interest.

This prohibition shall include, without limitation, telephone conversations, receiving and sending correspondence, meeting with clients, customers or others in the course of his/her outside business interest, and time spent within and without the buildings of the School District engaged in the pursuit of any outside business interest.

Adoption Date - 3/11/81, 7/1/87, 3/12/97

HEALTH EXAMINATIONS

As a condition of employment the School Board shall require a physical examination including chest x-ray or tuberculin test of every school employee of the School District. Freedom from tuberculosis in a communicable form is a condition of employment. The cost of such examination including x-ray and tuberculin test shall be paid by the School District, but shall not exceed the cost established each year between the School District and a participating medical facility in the area.

Such physical examination, chest x-ray or tuberculin tests shall not be required of any school employee who files with the School Board an affidavit setting forth that the employee depends exclusively upon prayer or spiritual means for healing in accordance with the teaching of a bonafide religious sect, denomination or organization in that the employee is, to the best of the employee's knowledge and belief, in good health and that the employee claims exemption from health examinations on these grounds.

The physician making a physical examination shall prepare a report of the examination upon a standard form prepared by the District. Such report shall be retained in the employee's file and shall be confidential.

Adoption Date	-	11/10/76, 7/1/87, 3/12/97
Legal Reference	-	Section 118.25(2) Wis. Stats., Americans with Disabilities

BLOODBORNE PATHOGEN CONTROL

The State of Wisconsin Department of Industry, Labor, and Human Relations (DILHR) has adopted an employee protection policy on bloodborne pathogens including, but not limited to, the HBV or Hepatitis B virus, and HIV or human immunodeficiency virus. All public sector workers employed in the State of Wisconsin are covered by this policy.

The School Board recognizes that employees may be at risk if they come in contact with blood and body fluids. Epidemiologic evidence has implicated blood, semen, vaginal secretions, breast milk, and several other body fluid vehicles for transport of pathogens.

The District is committed to eliminating or minimizing employee exposure to infective agents or materials so that employees are able to make knowledgeable decisions about any personal risk or employment. A Bloodborne Pathogen Exposure Control Plan has been developed which includes procedures designed to develop in employees an awareness of infections caused by bloodborne pathogens and to train employees to use appropriate protective measures. This plan also defines the OSHA (DILHR) categories for exposure to bloodborne pathogens in compliance with 29 CFR 1910.1030 and outlines procedures to be followed when an exposure occurs. Through training and a cooperative effort between the District Board and the Employees of the District, a safe and healthful work environment in accordance with federal, state, and local regulations will be provided.

The program will be reviewed annually by the District, and updated as necessary.

Adoption Date - 9/8/93, 3/12/97
Legal Reference - WI Administrative Code - ILHR 32.50;
OSHA Standard - 29 C.F.R. 1910

BLOODBORNE PATHOGENS EXPOSURE CONTROL PRACTICE**I. EXPOSURE DETERMINATION**

The District has identified the following job classifications as those in which employees could be exposed to bloodborne pathogens in the course of fulfilling their job requirements.

A. Job Classifications

<u>Teachers</u>	<u>Tasks</u>	<u>PROCEDURES</u>		<u>Masks</u>
		<u>Gloves</u>	<u>Disinfectant</u>	
CD	2,4,5	X	X	X
ED	2,6	X	X	
Speech	6	X	X	
Phy Ed	3,8	X	X	
Art	7	X	X	
FACE	7	X	X	
Science	7	X	X	
Ind Tech	7	X	X	
<u>Aides</u>				
CD	2,4,5	X	X	X
ED	2,6	X	X	
Kindergarten	2	X	X	
Supervisory	2	X	X	
<u>Other Employees</u>				
Coaches	3,8	X	X	
Custodians	10	X	X	
Athletic Trainers	8	X	X	

B. Tasks and Procedures

A list of tasks and procedures performed by employees in the above job classifications in which exposure to bloodborne pathogens may occur is required. This exposure determination shall be made without regard to the use of personal protective equipment. Tasks/procedures may include, but not be limited to, the following examples:

- Care of minor injuries that occur within a school setting, i.e., bloody nose, scrape, minor cut;
- Initial care of minor injuries;
- Initial care of injuries that require medical or dental assistance, i.e., damaged teeth, broken bone protruding through the skin, severe laceration;
- Care of students with medical needs, i.e., tracheostomy, colostomy, injections;
- Care of students who need assistance in daily living skills, i.e., toileting, dressing, handwashing, feeding and menstrual needs;

6. Care of students who exhibit behaviors that may injure themselves or others, i.e., biting, hitting, scratching;
7. Care of an injured person in laboratory setting, vocational education setting, or art class;
8. Care of injured person during a sport activity;
9. Care of students who receive training or therapy in a home-based setting;
10. Cleaning tasks associated with body fluid spills.

II. METHOD OF COMPLIANCE

A. Universal Precautions

In this District universal precautions shall be observed in order to prevent contact with blood or other potentially infectious materials (OPIM). All blood or other potentially contaminated body fluids shall be considered to be infectious. Under circumstances in which differentiation among body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

B. Engineering/and Work Practice Controls

Engineering and work practice controls are designed to eliminate or minimize employee exposure. Engineering controls are examined and maintained or replaced when an exposure incident occurs in this District and at least annually by the personnel department and the buildings and grounds department.

An exposure incident is defined as contact with blood or other potentially infectious materials on an employee's non-intact skin, eye, mouth, other mucous membranes or by piercing the skin or mucous membrane through such events as needlesticks.

An exposure incident investigation form shall be completed each time an exposure incident occurs.

1. Handwashing

- a. This District shall provide handwashing facilities which are readily accessible to employees, or when provision for handwashing facilities is not feasible, this District shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes.
- b. Employees shall wash hands or any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.
- c. Employees shall wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment. When antiseptic hand cleansers or towelettes are used, hands shall be washed with soap and running water as soon as feasible. Do not reuse gloves.

2. Housekeeping and Waste Procedures

- a. This District shall ensure that the worksite is maintained in a clean and sanitary condition. This District shall determine and implement an appropriate written schedule for cleaning and method of decontamination based upon the location

within the facility(ies), type of surface to be cleaned, type of soil present, and tasks or procedures being performed.

- b. All equipment, materials, environmental and working surfaces shall be cleaned and decontaminated after contact with blood or other potentially infectious materials.
 - i. Contaminated work surfaces shall be decontaminated with an appropriate disinfectant immediately after completion of procedures/tasks/therapy, or as soon as feasible, when surfaces are overtly contaminated or after any spill of blood or other potentially infectious materials, and at the end of the school day if the surface may have become contaminated since the last cleaning.
 - ii. Protective coverings, such as plastic wrap, aluminum foil, or imperviously-backed absorbent paper used to cover equipment and environmental surfaces, shall be removed and replaced as soon as feasible when they become contaminated with blood or OPIM, or at the end of the school day if they have become contaminated since the last cleaning.
- c. All bins, pails, cans, and similar receptacles intended for reuse which have a reasonable likelihood for becoming contaminated with blood or other potentially infectious materials shall be inspected and decontaminated on a regularly scheduled basis and cleaned and decontaminated immediately or as soon as feasible upon visible contamination (regular custodial schedule).
- d. Materials, such as paper towels, gauze squares or clothing, used in the treatment of blood or OPIM spills that are blood-soaked or caked with blood shall be bagged, tied and designated as a biohazard. The bag shall then be removed from the site as soon as feasible and replaced with a clean bag. In this district bags designated as biohazard (containing blood or OPIM contaminated materials) shall be: red in color and shall be located in the health office.

(On the advice of the Department of Health and Social Services, biohazardous for this standard's purposes shall only include items that are blood soaked, caked with blood or contain liquid blood that could be wrung out of the item. This would also include items such as sharps, broken or plastic, on which there is fresh blood.)
- e. The custodian shall respond immediately to any major blood or OPIM incident so that it can be cleaned, decontaminated, and removed immediately.

(A major blood or OPIM incident is one in which there will be biohazardous materials for disposal.)
- f. In this District, there shall be a marked biohazard container in the custodial area for the containment of all individual biohazard designated bags. Appropriate disposal of the contents of this container is as follows: regular dumpster pick up.
- g. In the event that regulated waste leaks from a bag or container, the waste shall be placed in a second container, and the area shall be cleaned and decontaminated.
- h. Broken glass contaminated with blood or OPIM shall not be picked up directly with the hands. It shall be cleaned up using mechanical means, such as a brush and dust pan, tongs, or forceps. Broken glass shall be containerized. The custodian shall be notified immediately or through verbal or written notification before scheduling cleaning.

materials may be generated and eye, nose, or mouth contamination can be reasonably anticipated, i.e., custodian cleaning a clogged toilet, nurses or aides who are performing suctioning.

- e. Appropriate protective clothing shall be worn in occupational exposure situations. The type and characteristics shall depend upon the task, location, and degree of exposure anticipated.
2. This District shall ensure that appropriate personal protective equipment is readily accessible at the worksite or is issued to the employees. Personal protective equipment is available in the following locations: health office, custodial office, and physical education office. Personal protective equipment shall be given to: CD teachers and aides, Phy Ed teachers, coaches, athletic trainers, custodians, and other persons who request it.
 - a. This District shall clean, launder and dispose of personal protective equipment, at no cost to the employee.
 - b. This District shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee.
3. All personal protective equipment shall be removed prior to leaving the work area. When personal protective equipment/supplies are removed they shall be placed in an appropriately designated area or container for storage, washing, decontamination or disposal.
4. If a garment(s) is penetrated by blood or other potentially infectious materials, the garment(s) shall be removed immediately, or as soon as feasible.
5. This District shall ensure that the employees use appropriate personal protective equipment. If an employee temporarily and briefly declines to use personal protective equipment because it is in his or her judgment that in that particular instance it would have posed an increased hazard to the employee or others, this District shall investigate and document the circumstances in order to determine whether changes can be instituted to prevent such occurrences in the future.

III. HEPATITIS B VACCINATION

- A. Hepatitis B vaccine is available for employees whose designated job assignment includes the rendering of first aid, or who have occupational exposure to blood of OPIM.
 1. This District shall make the Hepatitis B vaccination series available to all employees who have occupational exposure after the employee(s) have been given information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated. The vaccine and vaccinations shall be offered free of charge.
 2. This District shall make the hepatitis B vaccination series available after the training and within 10 working days of initial assignment to all employees who have occupational exposure.
 3. The hepatitis B vaccination series shall be made available to the employee at a reasonable time and place, and performed by or under the supervision of a licensed physician according to the most current recommendations of the U.S. Public Health Service. This district assures that the laboratory tests are then conducted by an accredited laboratory.

4. This District shall not make participation in a preemployment screening program a prerequisite for receiving the hepatitis B vaccine.
 5. If an employee initially declines the hepatitis B vaccination series, but at a later date while still covered under the standard decides to accept the vaccination, this District shall make available the hepatitis B vaccine at that time.
 6. This District shall assure that employees who decline to accept the hepatitis B vaccine offered by this District sign the declination statement established under the standard.
 7. If a routine booster dose(s) of hepatitis B vaccine is recommended by the U.S. Public Health Service at a future date, such booster dose(s) shall be made available at no charge to the employee.
 8. Records regarding HBV vaccinations or declinations are to be kept in the Personnel Office.
 9. This District shall ensure that the healthcare professional responsible for employee's hepatitis B vaccination is provided with a copy of this regulation.
- B. Hepatitis B vaccine is available for employees who render first aid only as a collateral duty responding solely to injuries resulting from workplace incidents, generally at the location where the incident occurred.
1. This District shall provide the hepatitis B vaccine or vaccination series to those unvaccinated employees whose primary job assignment is not the rendering of first aid ONLY in the case that they render assistance in any situation involving the presence of blood of OPIM.
 2. ALL first aid incidents involving the presence of blood or OPIM shall be reported to this school district's designee, the Director of Personnel, by the end of the work day on which the incident occurred.
 3. The district's exposure incident investigation form must be used to report first aid incidents involving blood of OPIM. The incident description must include a determination of whether or not, in addition to the presence of blood or other potentially infected materials, an "exposure incident," as defined by the standard, occurred.
 4. This determination is necessary in order to ensure that the proper post-exposure evaluation, prophylaxis and follow-up procedures are made available immediately if there has been an exposure incident as defined by the standard.
 5. The full hepatitis B vaccination series shall be made available as soon as possible, but in no event later than 24 hours, to all unvaccinated first aid providers who have rendered assistance in any situation involving the presence of blood or other potentially infectious materials regardless of whether or not a specific "exposure incident," as defined by the standard, has occurred.
 6. The hepatitis B vaccination record or declination statement shall be completed. All other pertinent conditions shall also be followed as written for those persons who receive the pre-exposure hepatitis B vaccine.
 7. This investigation form shall be recorded on a list of such first aid incidents. It shall be readily available to all employees.

8. This reporting procedure shall be included in the training program.

IV. POST-EXPOSURE EVALUATION AND FOLLOW-UP

- A. Following a report of an exposure incident, this District shall make immediately available to the exposed employee a confidential medical examination and follow-up, including at least the following elements:
 1. Documentation of the route(s) or exposure, and the circumstances under which the exposure incident occurred;
 2. Identification and documentation of the source individual, if possible, or unless this District can establish that identification is infeasible or prohibited by state or local law;
 - a. The source individual's blood shall be tested as soon as feasible and after consent is obtained in order to determine HBV and HIV infectivity. If consent is not obtained, this District shall establish that legally required consent cannot be obtained.
 - b. Results of the source individual's testing shall be made available to the exposed employee only after consent is obtained, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.
 3. The exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained. If the employee consents to baseline blood collection, but does not consent at that time for HIV serological testing, the sample shall be preserved for at least 90 days. If, within 90 days of the exposure incident, the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible;
 4. For post-exposure prophylaxis, follow recommendation established by the U.S. Public Health Services;
 5. Counseling shall be made available by this district at no cost to employees and their families on the implications of testing and post-exposure prophylaxis;
 6. There shall be an evaluation of reported illnesses.
- B. This District shall ensure that all medical evaluations and procedures, including prophylaxis, are made available at no cost, and at a reasonable time and place to the employee. All medical evaluations and procedures shall be conducted by or under the supervision of a licensed physician and laboratory tests shall be conducted in accredited laboratories.
- C. Information provided to the healthcare professional who evaluates the employee shall include:
 1. A copy of the DILHR Health and Safety Standard, Wisconsin Statute 101.055;
 2. A description of the employee's duties as they relate to the exposure incident;
 3. Documentation of the route or exposure and circumstances under which exposure occurred;
 4. Results of the source individual's blood testing, if consent was given and results are available;

5. All medical records relevant to the appropriate treatment of the employee, including vaccination status which are this district's responsibility to maintain.
- D. This District shall obtain and provide the employee with a copy of the evaluating healthcare professional's written opinion within 15 days of the completion of the evaluation.
1. The healthcare professional's written opinion for hepatitis B vaccination shall be limited to whether hepatitis B vaccination is indicated for an employee, and if the employee has received such vaccination.
 2. The healthcare professional's written opinion for post-exposure evaluation and follow-up shall be limited to the following information:
 - a. This employee has been informed of the results of the evaluation; and
 - b. This employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation and or treatment.
 3. All other findings or diagnoses shall remain confidential and shall not be included in the written report.

V. COMMUNICATION ABOUT HAZARDS TO EMPLOYEES

- A. Warning labels shall be affixed to containers of regulated waste, refrigerators, and freezers containing blood or other potentially infectious material; and other containers used to store, transport or ship blood or other potentially infectious materials. Exception: red bags or red containers may be substituted for labels.
1. Labels required by this section shall include the following legend:



BIOHAZARD

2. These labels shall be fluorescent orange or orange-red or predominately so, with lettering or symbols in a contrasting color.
3. These labels shall be an integral part of the container or shall be affixed as close as feasible to the container by string, wire, adhesive, or other methods that prevent their loss or unintentional removal.
4. Labels for contaminated equipment must follow the same labeling requirements. In addition, the labels shall also state which portions of the equipment remain contaminated.

B. Information and Training

1. This District shall ensure that all employees with potential for occupational exposure participate in a training program at no cost to employees.
2. Training shall be provided at the time of initial assignment to tasks when occupational exposure may take place and at least annually thereafter.
 - a. For employees who have received training on bloodborne pathogens in the year preceding the effective date of this standard, only training with respect to the provisions of the standard which were not included need be provided.
 - b. Annual training for all employees with potential for occupational exposure shall be provided within one year of their previous training.
3. This District shall provide additional training when changes such as modifications of tasks or procedures affect the employees' potential for occupational exposure. The additional training may be limited to addressing the new exposures created.
4. Material appropriate in content and vocabulary to educational level, literacy, and language of employees shall be used.
5. The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program, as it related to the school workplace.

VI. RECORD KEEPING

A. Medical Records

1. This District shall establish and maintain an accurate medical record for each employee with occupational exposure. This record shall include:
 - a. Name and social security number of employee;
 - b. Copy of the employee's hepatitis B vaccination record or declination form and any additional medical records relative to hepatitis B;
 - c. If exposure incident(s) have occurred, a copy of all results of examinations, medial testing, and follow-up procedures;
 - d. If exposure incident(s) have occurred, district's copy of the healthcare professional's written opinion;
 - e. If exposure incident(s) have occurred, district's copy of information provided to the healthcare professional: i.e., exposure incident investigation form and results of the source individual's blood testing, if available and consent has been obtained for release.
2. This District shall ensure that the employee's medical records are kept confidential and are NOT disclosed or reported without the employee's expressed written consent to any person within or outside of this district, except as required by law. These medical records shall be kept separate from other personnel records.

3. These medical records shall be maintained for the duration of employment plus 30 years.

B. Training Records

1. Training records shall include:
 - a. The date of the training session;
 - b. The contents of a summary of the training sessions;
 - c. The names and qualifications of persons conducting the training;
 - d. The name and job titles of all persons attending the training session.
2. Training records shall be maintained for three years from the date the training occurred.

C. Availability of Records

1. This District shall ensure:
 - a. All records required to be maintained by this standard shall be made available upon request to the Department of Industry, Labor and Human Relations (or designee) for examination and copying.
 - b. Employee training records required by this standard shall be provided upon request for examination and copying to employees, to employee representatives, and to the Department of Industry, Labor and Human Relations (or designee).
 - c. Employee medical records required by this standard shall be provided upon request for examination and copying to the subject employee and/or designee, to anyone having written consent of the subject employee and to the Department of Industry, Labor and Human Relations.
2. This district shall comply with the requirements involving the transfer of records set forth in this standard.

Adoption Date - 9/8/93, 3/12/97

EMPLOYEE ASSISTANCE PROGRAM

The School District is aware there are personal problems that can adversely affect an employee's job performance. Because often times personal problems can be successfully dealt with and resolved through professional assistance and treatment, the School District shall provide an Employee Assistance Program (EAP) for School District employees and their dependents. The objective of the program is to allow for early intervention, diagnosis, and treatment of personal problems that may adversely affect an employee's quality of life at home and/or work. This support service will be on a voluntary and confidential basis.

The School District shall contract with an independent agency to provide EAP at no charge to the eligible participants. All other costs incurred that are not covered by existing insurance benefits are the responsibility of the participant.

This policy does not diminish the School District's responsibility to require an acceptable level of job performance, supplant the normal disciplinary process nor alter administrative policies and procedures applicable to performance supervision and evaluation. Although a supervisor may recommend an employee seek the services of the EAP, the employee retains the right to refuse the service.

Adoption Date	-	2/10/88, 3/12/97
Cross Reference	-	523.3-Rule, EAP Guidelines

EMPLOYEE ASSISTANCE PROGRAM GUIDELINES

Coordination

The Director of Personnel/Pupil Services will serve in the herein described role of Employee Assistance Coordinator (EAC). A steering committee shall be established to evaluate the program and to make recommendations for appropriate modifications as necessary. It shall meet at least once per year for this purpose.

Committee membership shall consist of representatives from:

- Teachers (2)
- Secretarial and Instructional Aides (2)
- Custodial and Maintenance Personnel (2)
- Administration (2)

A team of resource persons will be provided, consisting of representatives from the various employee groups (secretary/aide, custodial/maintenance, teachers) to serve as additional contact sources for employees to voluntarily approach in order to gain more information about the Employee Assistance Program (EAP).

Referrals

Should an employee share information with a supervisor about a personal problem the employee is experiencing, the supervisor is encouraged to direct the employee to the EAP. It should be suggested the employee either contact the EAC or the designated agency directly. The supervisor may attempt to facilitate such a referral by offering to call and set up the initial appointment.

Individuals may refer themselves following procedures identified by the EAP. The EAP will provide for assessment by EAP staff, evaluation by professionals, referrals for treatment, and follow-up. The program will initiate no contact with management concerning individuals who refer themselves consistent with confidentiality regulations.

EAP Provider

1. Record Keeping System

The EAP provider will have a record keeping system carefully designed to protect the identity of the client, while facilitating case management and follow-up and providing ready access to statistical information. Client records maintained by an EAP should never become part of an employee's personnel file. Adherence to federal regulations on the confidentiality of alcohol and drug abuse records (42 CFR Part 2) is required of programs even indirectly receiving federal funds.

2. Location

The physical location of the EAP should facilitate easy access while insuring confidentiality.

3. Program Evaluation

There shall be an annual review of the EAP program to provide an objective evaluation of operation and performance.

CONFLICT OF INTEREST

The Whitefish Bay School District will not hire, transfer or promote an applicant or employee into a situation where the possibility of favoritism or conflicts of interest might exist. In order to promote sound management policies and procedures and to avoid actual or potential conflicts of interest, no close relative of an employee of the District shall be appointed to any position where, as a result, he/she would be directly supervising or receiving direct supervision from a close relative. This policy applies to certified and non-certified staff being considered for employment in the District.

For the purpose of this policy, close relative shall be defined as spouse, parent, child, sibling, in-law, grandchild, grandparent, or any employee living in the same household no matter what the degree of relationship.

A person is considered to be in direct supervision if he/she shares in the authority, responsibility or power for decisions to appoint, dismiss, promote, demote, evaluate, or recommend salary adjustments, or to participate in or recommend the appointment, dismissal, promotion, demotion, or salary adjustment of an applicant or employee.

Any cases of potential conflict of interest existing prior to the original adoption of this policy, or resulting from subsequent marriage, shall be reviewed regularly by the District Administrator/designee who shall make an effort to eliminate conflicting positions through reassignment and transfer.

Nothing in this policy shall be construed as disparaging or discouraging the appointment of close relatives for positions which are not designated by this policy as being in conflict, or to reflect upon the integrity or good judgment of any person in the employ of the Whitefish Bay School District. Further, nothing in this policy shall be construed to otherwise limit the opportunity for promotion to any person employed in the Whitefish Bay School District.

Adoption Date	-	3/12/97
Legal Reference	-	Sections 111.31-111.345; 118.12; 946.13 Wis. Stats.

PERSONNEL FILES

The Director of Personnel/Pupil Services shall be the primary custodian of the personnel files for all School District employees, except administrative employees which shall be maintained in the District Administrator's office.

The Director of Personnel/Pupil Services shall prevent any misuse of these files by establishing security procedures. Personnel file management will adhere to all privacy legislation required for employment records.

The following five (5) statements reflect the practice of the School District of Whitefish Bay:

1. The personnel file shall contain only materials appropriate to school personnel needs.
2. All employees shall have access to their personnel files. Files may not be removed from the personnel office and must be examined in the presence of the Director of Personnel/Pupil Services or his/her designee.
3. Employees shall know who has access to the personnel file.
4. Employees shall be able to update or append data in their personnel files.
5. Employees shall be able to prevent release of information to third parties unless required by law.

Adoption Date	-	7/1/87, 3/12/97
Legal Reference	-	Chapter 19, Subchapters II and IV, Sections 103.13, 103.13(6), 120.13(2)(e) Wis. Stats., 252.15 American with Disabilities Act of 1990
Cross reference	-	536-Rule, Guidelines for the Maintenance and Control of Personnel Records 823, Access to Public Records Employee Agreements

PERSONNEL FILES GUIDELINES

Listed below is the procedure followed by the School District in relation to administrative practices in maintaining personnel files:

1. Contents

The School District of Whitefish Bay shall maintain a personnel file for all employees in the office of the Director of Personnel/Pupil Services.

Contents of the file may include:

- A. Original application
- B. College credentials (placement file)
- C. College transcripts
- D. Copies of teaching certificates (licenses)
- E. Contracts
- F. Supervision evaluation reports
- G. Request(s) for leave
- H. Correspondence from the employee to the School Board and central office
- I. General statements of letters of commendation and letters of complaint
- J. Letters of reprimand (corrective action)
- K. Grievance letters
- L. Pre-employment information
- M. Professional growth records
- N. Resignation or termination data
- O. Correspondence to the employee from the School District

The file is open to the employee in the presence of the Director of Personnel/Pupil Services or the District Administrator with some exceptions. The exceptions are:

- A. Pre-employment information.
- B. Letters of reference for that employee.
- C. Records relating to the investigation of possible criminal offenses committed by that employee.
- D. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- E. Records relevant to any other pending claim between the employer and the employee which may be discovered in a judicial proceeding.

2. Access

Procedures for allowing employees appropriate access to their files are:

- A. All personnel records kept on employees shall be available to the employee at reasonable times in the central office except records of a confidential nature. Appointments are to be made with the Director of Personnel/Pupil Services.
- B. Employees shall have the right to have copies of any non-confidential materials as defined herein on payment of the reasonable cost thereof.
- C. No material of a derogatory nature shall be added to an employee's file without the employee being notified that such material has been filed. The employee shall have the right to attached dissenting material to any item in his/her file.

- D. Employees granting third party access to information in their file must do so in writing. Requests for any transmission of information from the record system must be in writing and signed authorization by the employee.

3. Intent

The intent of these administrative practices is:

- A. To minimize intrusiveness
- B. To maximize fairness
- C. To create a legitimate expectation of confidentiality

4. Termination of Employment

When an individual leaves the employment of the School District, the following materials will be kept in an inactive file in the District Administrator's office:

- A. Original application
- B. Last contract
- C. Summary card of School District service
- D. Supervision evaluation reports
- E. Resignation or termination data

Adoption Date - 7/1/87, 3/12/97

NON-REPRESENTED EMPLOYEE COMPLAINT PROCEDURE

This policy creates a complaint procedure for the District's employees who are not represented by a collective bargaining unit. It is intended to provide a means of addressing individual non-represented employee complaints in a fair and impartial manner. It is not intended to supplant any other formal complaint or appeal process. This procedure will not be used to address group complaints, nor to negotiate with groups of employees.

An employee shall first seek to resolve a complaint by promptly discussing it with his/her immediate supervisor, and any other higher level supervisors involved in the decision which is the source of the complaint. Only if this proves unsuccessful should this procedure be involved. The employee and his/her supervisors are encouraged to continue trying to resolve the complaint outside of this formal complaint process.

- Step 1. An employee may initiate this procedure by completing the Non-Represented Employee Complaint Form and delivering it to his/her immediate supervisor within five (5) working days of the final determination of the complaint by the employee's supervisor(s).
- Step 2. A written response to the complaint shall be delivered to the employee within ten (10) working days of receipt of the Complaint Form, signed by the employee's immediate supervisor, other supervisors as appropriate, and the District Administrator.
- Step 3. If the employee does not receive, or is not satisfied with, the written response called for in Step 2, he/she may within five (5) working days after receipt of the response submit to the District Administrator a written request that the complaint be considered by the School Board.
- Step 4. Within ten (10) working days of receiving the written request described in Step 3, the District Administrator shall, in consultation with the School Board President, place the matter on the School Board's agenda, to be first considered within sixty (60) calendar days of receipt of that written request, and shall inform the employee as to when it will appear on the School Board's agenda.
- Step 5. The School Board shall review the matter to determine whether the District's policies are appropriate and are being properly implemented. The School Board may conduct its review using whatever procedures and format it deems appropriate. The disposition of the matter by the School Board shall be final. The District Administrator shall advise the employee and such others as the District Administrator deems appropriate in writing concerning the results of the School Board's review.

Adoption Date - 8/3/94, 3/12/97

SCHOOL DISTRICT OF WHITEFISH BAY
1200 EAST FAIRMOUNT AVENUE
WHITEFISH BAY, WISCONSIN 53217

NON-REPRESENTED EMPLOYEE COMPLAINT FORM

Additional pages may be attached if more space is needed.

1. Complaint initiated by: _____
Telephone _____ Address _____
City _____ State _____ Zip _____

2. Where does your complaint originate?

3. With whom and/or what is your complaint concerned?

4. What is the nature of your complaint? Please be specific.

5. What would you prefer the School District do about this complaint?

Signature of Complainant _____

Date _____

SUBJECT AREA COORDINATORS

Subject area coordinators will coordinate subject area activities, facilities and resources to maintain excellence in assigned content areas as identified within the performance responsibilities.

Adoption Date - 5/14/80, 5/31/87, 3/12/97

TEACHER POSITION DESCRIPTION

TITLE: Teacher

QUALIFICATIONS: 1. Wisconsin Certification and license.
2. Additional qualifications as the School Board may determine.

REPORTS TO: Building principal or other designated administrator.

JOB GOAL: To guide students toward gaining knowledge and skills that will contribute to their development as mature, productive, and responsible citizens.

PERFORMANCE RESPONSIBILITIES

1. Strives to implement by instruction and action the district's philosophy of education and instructional goals and objectives.
2. Guides the learning process toward the achievement of curriculum goals and objectives.
3. Plans a program of study within the district approved curriculum that, as much as possible, meets the individual needs, interests, and abilities of the students.
4. Prepares for classes assigned, and shows written evidence of preparation upon request of the immediate supervisor.
5. Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
6. Demonstrates ability to teach the content effectively in subject assigned.
7. Diagnoses the learning needs of students on a regular basis, seeking the assistance of district specialists as required.
8. Assesses the accomplishments of students on a regular basis and provides reports as required.
9. Demonstrates ability to accept and use differences between cultural and racial groups to build student self-concepts.
10. Uses discretion in professional matters, e.g., confidential information, mutual respect for others, and appropriate personal conduct.
11. Assists the administration in implementing all policies and/or rules governing student life and conduct, and, for the classroom, develops reasonable rules of classroom behavior and procedure, and maintains order in the classroom in a fair and just manner.
12. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
13. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.
14. Makes provisions for being available to students and parents/guardians for education-related purposes outside the instructional day when required or requested to do so under reasonable terms.

15. Strives to maintain and improve professional competence.
16. Attends staff meetings and serves on staff committees as required.
17. Performs duties that are traditionally expected of professionals such as writing recommendations for students and participating in open houses/orientation programs.

TERMS OF EMPLOYMENT: 191 Days - unless modified by the current teacher contract.

Adoption Date	-	3/8/89, 1/12/94, 3/12/97
Legal Reference	-	Sections 118.19, 121.02(1)(a), (q) Wis. Stats. PI 8.01(2)(q), PI 3 Wis. Admin. Code

TEACHER CONTRACTS

Contracts with individuals in the teacher unit shall be in writing and signed by the School Board Clerk in accordance with state law. Annual renewal contracts will be sent to teachers prior to March 15th. Teachers shall accept or reject the contract in writing no later than April 15th.

- Adoption Date - 7/1/87, 3/12/97
- Legal Reference - Sections 118.21, 118.22 Wis. Stats.
- Cross Reference - 536.1, Staff Resignations

STAFF COMPENSATION AND BENEFITS

The initial salary paid a teacher unit or support staff employee entering the system shall be a matter of agreement between the School Board and the entering employee.

- Adoption Date - 7/1/87, 3/12/97
- Cross Reference - Current Employee Agreements

HEALTH INSURANCE CONDITIONS

The following conditions shall accompany the health insurance program specified in the collective bargaining agreement between the Whitefish Bay Education Association and the Whitefish Bay School Board.

- A. A subrogation agreement be attached to the group policy.
- B. Insurance coverage for new teachers shall become effective on their first contract day.
- C. School Board payment of premiums for such insurance coverage shall be terminated on the date of effective separation of an employee from the School District unless modified by agreement or contract.
- D. Teachers who have resigned their position effective at the close of the school year may, upon written request to the District Administrator, remain a member of the group during the months of July and August with the School Board paying the same percentage of the premium as it has been paying during the school year. Applicable state and federal laws shall apply after that date.

Adoption Date	-	12/8/76, 3/14/79, 7/1/87, 12/1/93, 3/12/97
Legal Reference	-	Section 632.897 Wis. Stats.
Cross Reference	-	Contract: WBEA Article XVIII

JURY DUTY/COURT APPEARANCES

An employee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence relating to this duty. Compensation received for such duty (exclusive of travel pay or pay for jury duty on non-school days) shall be immediately paid over to the School District.

An employee shall be allowed to appear in court when receiving a subpoena* (when fee attendance is attached) without loss of pay. This time missed from his/her duties shall be taken from personal business days or sick leave days if personal business days are not available. If the appearance is school related, no missed time will be taken from the staff member's personal business days or sick leave days.

*Subpoena: Written document commanding attendance in a court under a penalty for disregarding the command contained therein.

- Adoption Date - 11/10/76, 7/1/87, 3/12/97
- Legal Reference - Sections 756.02, 756.25 Wis. Stats.
- Cross Reference - Contract: School Employee Local #1486, Articles XII, Sec. 6, C. and XX; North Shore Education Support Personnel, Article 17, A

QUARANTINE LEAVE

If an employee is quarantined due to a disease he/she contacted as a result of his/her professional responsibilities as an employee, neither his/her salary nor sick leave shall be affected by his/her absence until he/she has missed fifty (50) contract days.

- Adoption Date - 11/10/76, 7/1/87, 3/12/97
- Cross Reference - Contract: School Employee Local #1486, Article XII, Sec. 4

FAMILY OR MEDICAL LEAVE

The School District shall provide for paid and/or unpaid family and/or medical leave according to applicable state and federal laws. (Copies of applicable laws are available in the Personnel Office.)

When sick leave is used for serious illness in the immediate family, family members included are: husband, wife, children, mother, father, brother, sister, mother-in-law, or father-in-law.

- Adoption Date - 9/14/88, 3/12/97
- Legal Reference - Section 103.10 Wis. Stats., Federal Family and Medical

ANTICIPATED ABSENCE FOR MEDICAL REASONS

An employee shall be eligible for sick leave during the period of time the employee is medically unable to perform duties of the position for which he/she is employed. Employees who know in advance that they will be medically unable to perform their assigned duties as of a specific date must notify the District Administrator as soon as they become aware of the anticipated absence.

- Adoption Date - 6/1/83, 7/1/87, 3/12/97
- Cross Reference - Contract: WBEA Article XXVI
Contract: School Employee Local #1486, Article XII, Sec. 1
Contract: North Shore Educational Support Personnel

DEATH IN FAMILY

An employee shall be permitted a leave, not to exceed three (3) days, for attending a funeral when a death occurs to a member of the immediate family. When sick leave is used for bereavement leave, the definition of immediate family will also include grandparents and grandchildren. An additional two (2) days may be granted for travel to a funeral outside the Milwaukee metropolitan area. Any additional days taken for death in the immediate family shall be charged to regular sick leave.

Additional use of regular sick leave for deaths in the immediate family may be granted at the discretion of the District Administrator or his/her designee.

This policy applies to all employees.

Adoption Date	-	11/10/76, 7/1/87, 3/12/97
Cross Reference	-	Contract: School Employee Local #1486, Article XII, Sec. 5;

PERSONAL LEAVE OF ABSENCE

The School Board may grant any employee a leave of absence not to exceed one year for the purpose of rest, travel, professional study, exchange teaching as administered by the U.S. Department of Education, childbearing, or child rearing. The terms upon which such leave may be granted, including the time of commencement of the leave and the duration of the leave, shall be established by the District Administrator in consultation with the employee. The District Administrator may recommend to the School Board that the leave be granted.

The School Board shall retain the final authority to grant or deny the leave. In determining whether the leave should be recommended, the District Administrator may consider, but not be limited to, such factors as the employee's duties and the administrative requirements involved in arranging for a replacement.

A leave of absence shall be without compensation. However, the employee, if eligible, may continue to participate in the School District's health and dental insurance programs upon the advance payment of the full premiums. Said payments must be made in accordance with the procedures established by the business office.

The employee must notify the District by February 1 of the school year during which the absence occurs year if he/she intends to return to work the following fall. Any and all employment rights shall terminate upon failure to notify the District by February 1.

Employees shall maintain seniority while on an approved leave of absence and, upon return to employment, shall receive a salary adjustment in accordance with the provisions in the teachers bargaining agreement.

Adoption Date - 11/10/76, 12/8/76, 6/1/83, 7/1/87, 3/12/97

SABBATICAL

Sabbatical leaves may be granted for the purposes of further study, professional advancement, or participation in conferences or educational projects within the field of expertise of the faculty member taking such leave. Teachers who have a minimum of five years of full-time teaching service in Whitefish Bay are eligible to apply for a sabbatical.

Teachers requesting a sabbatical leave shall submit a proposal to the District Administrator stating the details and specific purpose of the leave, how it will benefit the individual and the District, and when and where the individual will carry out the activities. The application deadline for a sabbatical leave shall be April 1st of each year.

A teacher granted a sabbatical leave shall receive one-half () pay and benefits during the time of the leave based on the teacher's salary and benefits had the teacher remained in a teaching capacity for that year. If the teacher is a recipient of an outside grant or financial aid, pay and benefits by the School Board shall be restricted to such an amount that the total income due the teacher will not exceed the salary he/she would have received had he/she remained in the system.

The salary paid and cost of benefits provided to the teacher shall be considered a loan, without interest, secured by a personal note which would be endorsed "Paid in Full" after the teacher has returned under contract and given two additional years of service after the leave. If the teacher does not serve the full two years of added service, the entire loan is due one year from the expiration of the leave.

Employees shall maintain seniority while on a sabbatical leave and, upon return to employment, shall receive a salary adjustment in accordance with the provisions in the teachers' collective bargaining agreement.

The teacher must notify the District by February 1 of the sabbatical year if he/she intends to return to work the following fall. Any and all employment rights shall terminate upon failure to notify the District by February 1.

The District Administrator shall recommend sabbatical leaves based on the attached rules, but granting a sabbatical leave shall be solely by the action of the School Board.

Adoption Date	-	11/10/76, 7/1/87, 3/12/97, 7/8/98
Cross Reference	-	Contract: WBEA Article XV

CRITERIA TO BE USED TO EVALUATE SABBATICAL LEAVE REQUESTS

1. Purpose: Educational and within the field in which the teacher is assigned. Greater weight shall be given to proposals that are directly linked to the subject area in which the teacher is assigned than to educational areas that are outside of the teacher's current assignment.
2. Value of Study for the Individual: Although somewhat subjective, this criteria should be viewed as connected to the individual personally and professionally.
3. Value of Study for the School Organization: The administration shall consider what expertise and/or lesson development the teacher will bring back to the school that will have a direct impact upon students.
4. Ability to Obtain a Qualified Replacement: Certain teaching areas may be hard to fill on a long-term replacement basis. Granting a sabbatical may be conditional upon finding a qualified replacement.
5. Performance (Quality) of the Teacher: Greater weight may be considered if the leave request is made by a teacher who has had superior performance ratings throughout his/her teaching career in Whitefish Bay. Teachers on corrective action plans should not be considered.
6. Required Minimum Experience in Whitefish Bay (five years of full-time teaching): Five years is the minimum requirement; teachers with greater experience might be given greater consideration in light of their contribution to the organization.
7. Application Submitted Within the Specified Timeline (April 1)
8. Cost to the District: Does the benefit justify the cost?
9. Promise to Repay: The applicant must have a clear understanding of their obligation to return and/or their obligation to repay.

Adoption Date -- 7/8/98

LOST TIME DUE TO WORK RELATED INJURY

Teacher unit employees shall be compensated for lost time due to work related injury (injured while on the job) at the employee's regular salary rate for a period of up to fifty (50) school days without loss of sick leave. The teacher must be eligible and accepted by worker's compensation and receiving worker's compensation in order to qualify. The salary paid will be offset by the amount of payment received by worker's compensation. In no case will the District be obligated to compensate an employee an amount that is greater than that which he/she would have received prior to the injury.

Compensation for other employees will be determined by the current contract.

Adoption Date	-	11/10/76, 7/1/87, 8/5/98
Cross Reference	-	Contract: WBEA Collective Bargaining Agreement; School Employee Local #1486, Article XIII; North Shore Educational Support Personnel, Article 22, F

MILITARY LEAVE OF ABSENCE

The School Board shall grant a leave of absence to any employee called to military service for the time the employee is ordered to service. This leave shall be without pay and upon return the employee shall be entitled to all across-the-board salary adjustments which have accrued during his/her absence in establishing a new salary. Such employee shall have the same seniority he/she would have accrued had his/her employment relationship with the School Board continued without interruption by military service.

Adoption Date - 11/10/76, 7/1/87, 3/12/97
Legal Reference - Section 45.50 Wis. Stats.

STAFF RECRUITMENT

Staff recruitment and selection shall be the responsibility of the district administrator and his/her designee. Recommendations to hire certified staff shall be subject to the approval of the Board upon recommendation of the district administrator.

Every possible effort shall be made to recruit and select from a diverse group of candidates who are best qualified for vacant staff positions. All candidates recommended for employment shall meet established qualifications and be able to perform the essential functions of the job. Reasonable accommodations shall be made for a qualified individual with a disability or handicap unless such accommodation(s) would impose an undue hardship on the School District.

Vacancies are advertised in a variety of ways which may include, but not be limited to, *DPI Jobs Bulletin*, local newspapers, the School District's web site, and college/university placement services. Special efforts are made to seek out qualified minority candidates in an effort to enhance staff diversity.

A rigorous selection process shall be followed by School District administrators to ensure that the best possible candidates are recommended for employment. This includes a thorough review of application materials, interviews by building staff including the principal, teachers, and other staff members, an interview conducted by the director of personnel, and comprehensive reference checking. Other personnel, as well as parents and students, may be used in the interview and selection process as appropriate.

All persons employed by the School Board shall complete the necessary employment forms required by state and federal laws and regulations.

Prior to recruiting new employees, current staff will be notified of any open positions in the School District. Administrative transfers may be made before defining the position that is open based on qualifications as defined by the administration and/or applicable language in employee collective bargaining agreements.

Adoption Date	--	7/1/87, 3/12/97, 12/1/99
Cross Reference	--	511, Equal Opportunity Employment 533-Rule, Teacher Vacancy Notification Procedures Employee Collective Bargaining Agreements 533.1, Summer School Teaching 535, Staff Assignments/Transfers

TEACHER VACANCY NOTIFICATION PROCEDURES

Members of the teaching staff who are interested in changing their assignment for the upcoming school year should submit such a request, in writing, to the human resources office prior to March 1 of each school year. Such notification shall be kept in confidence with the Director of Human Resources. In addition, the District will post available positions on the district e-mail directory for a minimum of three business days. Positions that will be filled by a long term substitute or limited term contract teacher will not be so posted.

Staff members who have submitted such a request to the human resources office will be considered for such positions prior to making any final hiring decisions.

Internal administrative transfers may be made by the principal utilizing present building staff as needed prior to consideration of staff from other building sites.

Adoption Date - 7/1/87, 3/12/97, 10/17/07

SUMMER SCHOOL TEACHING

All summer school teaching positions offered by the School District will be posted in the School District. Summer school teaching positions include all regular education summer programs as well as enrichment courses offered by the Recreation and Community Education Department. Other regular education courses may, from time to time, be offered in the summer by the Recreation and Community Education Department and will also be posted.

In determining the assignment of teachers to summer school teaching positions offered by the School District, the District shall fill positions on the basis of need. When teachers have equal ability, selection will be made on the basis of the teacher with the most seniority within a given certification, subject area, or grade level. If seniority is equal, the School District will fill the positions based on the needs of the School District.

If in the judgement of the District Administrator, the assignment of the teacher with the most seniority would not be in the best interests of the School District, the District Administrator must notify, in writing, the teacher who is being denied the position of the reasons why such denial is being made.

If a teacher with seniority is being denied a summer school teaching assignment by letter as indicated above, such teacher may request a conference with the District Administrator and the Director of Summer School by sending a letter to the District Administrator no later than ten (10) days after the District Administrator's letter is received. A conference will then be schedule prior to the time summer school assignments are finalized. A final letter from the District Administrator will report the decision made as a result of the conference.

Teachers who teach summer school courses shall not gain additional seniority for teaching summer school courses.

Adoption Date	-	6/1/83, 7/1/87, 3/12/97
Cross Reference	-	351, Summer School

EMPLOYMENT OF CURRICULUM DEVELOPMENT COORDINATORS

Curriculum development coordinators may be employed on a released time basis for a specified period of time to facilitate the planning for and accomplishment of specific curriculum development or implementation tasks. Curriculum development coordinators will perform the tasks specifically identified within the performance responsibilities.

Adoption Date - 5/14/80, 5/13/87, 3/12/97
Cross Reference - WBEA Agreement

PRE-EMPLOYMENT CRIMINAL BACKGROUND CHECKS

School District application forms shall require individuals to disclose all convictions or pending criminal matters other than minor traffic violations. If an applicant refuses to cooperate in fully completing the disclosure form or is found to have provided false, inaccurate or incomplete information on the disclosure form, the person will be disqualified from consideration for employment or, if approved for employment, will be considered for dismissal. The administration will rely on the information provided by the applicant on the disclosure statement until the results of the criminal background check and any related investigation are reviewed, but may recommend employment based on the information provided by the applicant on the disclosure statement.

The School District shall implement procedures to obtain and review conviction records of adults recommended for employment. If a crime records check reveals a conviction or pending criminal matters which the applicant acknowledged on the disclosure form, an investigation on the reported conduct of the applicant shall be conducted to ascertain whether or not the applicant is qualified to work for the School District. Areas of focus for the investigation may include, but not be limited to, the following:

- whether the applicant is competent to provide and carry out the essential functions of the position
- the applicant is qualified to control, supervise or observe student behavior
- conduct involving violence
- conduct involving children
- a propensity on the part of the applicant to commit physical or sexual abuse

If the investigation reveals conduct that may indicate that the applicant may not be qualified to work for the School District, a final determination shall be made whether or not to reject the application based upon:

1. Consideration of the circumstances that were investigated; and
2. Whether the circumstances of the conviction, pending criminal matters or the individual's conduct substantially relate to the nature of the particular position for which the applicant has applied or for a position the applicant could secure by transfer within the school organization.

Legal counsel shall be consulted as needed.

Applicants will be provided a copy of the conviction report upon request. They shall have the right to attach any statement or explanation to the conviction report. The disclosure statement and conviction report will be maintained in files separate from the employee personnel files.

The school board may approve an applicant for employment prior to the receipt and review of the background check by the school administration provided approval is conditional upon a satisfactory review of the information provided in the background check and any related investigation.

Adoption Date	--	12/1/99
Cross Reference	--	511, Equal Opportunity Employment

SUBSTITUTE TEACHERS

The School Board believes that the role of the substitute teacher is highly important for maintaining continuity in teaching and learning. An effective program for selecting and assigning all substitute teachers will be established by the Director of Personnel/Pupil Services.

A substitute teacher will be a person who is employed in the absence of the regular teacher and who possesses knowledge in the area of assignment, demonstrated success in teaching, and proper teaching certification.

Policies and procedures for substitute teachers are specified in the *Substitute Teacher Handbook*. This handbook shall be updated annually.

Substitute teachers will not participate in the health and welfare plans or other fringe benefits of the school system.

Adoption Date	-	7/1/87, 3/12/97
Legal Reference	-	Section 118.19, Wis. Stats., PI 303 Wis. Admin. Code
Cross Reference	-	534-Rule, Substitute Teacher Pay

ASSIGNMENTS AND TRANSFERS

The District Administrator shall be responsible for the effective utilization of all teachers with the educational needs of the school systems given major priority. In fulfilling this requirement, the District Administrator shall be authorized to make assignments and transfers as are deemed necessary and in the best interests of the School District.

Teachers shall be assigned within the scope of their teaching certification.

Teachers requesting a different assignment or transfer to another school within the system shall so indicate in writing to the District Administrator for his/her consideration.

All teachers shall be given written notice of their tentative assigned subjects and/or grade assignments for the forthcoming year before the close of the preceding school year. In the event that changes in such assignments are necessary, all teachers affected shall be advised promptly.

Adoption Date	-	11/10/76, 11/28/79, 7/1/87, 3/12/97
Cross Reference	-	Contract: Whitefish Bay Education Association Article II 535-Rule, Assignment/Transfer Guidelines 535.1, Itinerant Teachers 533.1, Summer School Teaching

ASSIGNMENTS/ TRANSFERS GUIDELINES

When the assignment or transfer of a teacher between buildings also involves the movement of a significant portion of the teaching station, up to ten (10) hours of time beyond the teacher contract year may be approved for room set-up. Prior approval should be received from the building principal after the principal consults with the District Administrator's designee.

When the assignment or transfer of a teacher within or between buildings is of a unique nature (i.e., science laboratory set-up, reopen a classroom, etc.), the building principal may, after consultation with the District Administrator's designee, pre-approve up to ten (10) hours of time beyond the teacher contract year.

The hourly rate will be the base hourly rate as formulated in the current negotiated contract.

Adoption Date - 11/10/76, 11/28/79, 7/1/87, 3/12/97

ITINERANT TEACHER SCHEDULES

Sometimes it will be necessary for teachers to be assigned to more than one building. The number of buildings, the time required for travel, and the flexibility permitted by the type of assignment will be considered by the District Administrator when the assignment is made.

Adoption Date - 7/1/87, 3/12/97
Cross Reference - 535.1, Guidelines for Scheduling Itinerant Teachers

ITINERANT TEACHERS

When scheduling itinerant teachers, the following factors should be considered:

1. Travel will be considered when calculating the expected student contact time.
2. Parking spaces will be provided as follows:
 - A. High School - Designated Itinerant Teacher spaces will be reserved for teachers traveling between schools.
 - B. Cumberland and Richards - Itinerant teachers may be permitted a parking space upon the approval of the building principal.
3. Each itinerant teacher shall have a home-based principal. In the event of a problem relating to scheduling and/or traveling, the itinerant teacher will inform the home-based principal who will attempt to resolve it.
4. The principal will inform the itinerant teacher of any schedule changes that may affect them.
5. Weekly bulletins will be issued on Friday afternoon for the following week.
6. Policies and procedures for each of the schools in the School District of Whitefish Bay will be discussed at an orientation for itinerant teachers. If need be, released time will be provided to acclimate the itinerant teacher to the new school environment.
7. Monetary compensation for mileage will be provided.

Adoption Date - 7/1/87, 3/12/97

EXTRACURRICULAR ASSIGNMENTS

Building principals shall be responsible for assignment of all employees to extracurricular activities, subject to approval of the District Administrator.

Building principals shall be responsible for the evaluation of all extracurricular employees. The primary purposes of the evaluation shall be to improve the performance of the employee and to determine the merit of the continuation of the extracurricular assignment.

Adoption Date	-	7/1/87, 3/12/97
Cross Reference	-	Contract: WBEA Article XXV 538-Rule, Evaluation/Corrective Action Procedures

JOB SHARING

The School District of Whitefish Bay may consider teacher requests for job sharing on an individual basis under the terms contained in this policy. The District Administrator shall recommend job sharing subject to action of the School Board.

1. Definition

Job sharing is defined as a voluntary program to provide, at the discretion of the School Board, the opportunity for two tenured full-time teachers to request the sharing of a full-time contract position for a full school year.

2. Requests for Job Sharing

Requests for job sharing shall be submitted to the District Administrator or designee, with a copy to the Whitefish Bay Educational Association (WBEA). Requests shall be submitted by February 1st prior to the beginning of the year for which the request is made. Teachers shall return to full-time status in the year following the job sharing year unless an application for renewal is approved. Renewal request for an additional year of job sharing shall be received by the District Administrator by February 1st of each year preceding the year of renewal. Requests shall be submitted in writing indicating the grade level, department, and teaching arrangement desired.

3. Approval and Notice

If the School Board approves the request, the District Administrator or designee shall inform the applicant, in writing, of the terms of the job sharing. Such notice shall include a description of the job to be shared, the percentage of time each participant will work, as well as the provisions controlling salary and benefits. The notice shall also indicate any unique or unusual conditions such as preparation time, building assignment, grade reports or other responsibilities different from normal.

4. Obligations

Each teacher participating in a job sharing arrangement will be required to attend all district inservice sessions, open houses, parent-teacher conferences and building-wide meetings. Attendance will be for the entire amount of time. If one of the participants in the job sharing leaves during the school year for any reason, the remaining individual must assume the vacated position and work full-time for the remainder of the year.

5. Benefits

Teachers granted job sharing shall be paid on a pro-rata basis during the actual employment, shall be granted a return to a full-time district position subject to the lay-off provision in effect at the time of the return, shall accrue seniority on a pro-rata basis, and shall receive health and dental insurance benefits on a pro-rata basis. Life insurance and LTD insurance benefits shall be provided on a pro-rata basis. Contributions to the Wisconsin Retirement Fund for each teacher shall be made on a pro-rata basis.

It is to be understood by the requesting teachers that they will not be eligible for unemployment compensation during the period of the job sharing. Tenured teachers will maintain tenure while job sharing. The regular evaluation cycle will be maintained.

MIDDLE SCHOOL TEACHER SCHEDULE

All middle school teachers will:

1. Teach five (5) curriculum-based classes with the exception of language arts teachers who will teach four (4) curriculum-based classes,
2. Supervise a sixth student contact period which is not curriculum-based and does not issue curriculum content grades with the exception of language arts teachers who will have two supervisory periods,
3. Lead one advisor/advisee group, and
4. Prepare during two (2) individual teacher preparation periods (one period of team planning per week provided for in this time period).

In addition, a teacher who elects to coordinate one (1) ACES period shall do so as a replacement for the requirement to supervise a sixth student contact period. Additionally, assignments shall be compensated as specified in the collective bargaining agreement.

Adoption Date - 3/12/97

STAFF RESIGNATIONS

A written notice of resignation shall be filed with the District Administrator when a teacher or member of the support staff wishes to be released from his/her contract. The School Board shall officially act on the contract release of teachers in the School District.

The School Board shall grant no releases from contracts after June 30 of each year without a reason acceptable to the School Board.

Adoption Date	-	11/10/76, 7/1/87, 3/12/97
Legal Reference	-	Section 118.21 Wis. Stats.
Cross Reference	-	WBEA Agreement

SUSPENSION OF STAFF

The District Administrator shall have the authority to suspend, with no loss in compensation, or take other appropriate actions regarding any employee who has committed or is alleged to have committed any act that would cause the presence of the employee to be detrimental to the best interest of the school system.

In the absence of the District Administrator, the Director of Personnel/Pupil Services or the Director of Business Services are authorized to implement this policy with respect to the employees they supervise.

Adoption Date - 2/11/87, 3/12/97

STAFF DEVELOPMENT OPPORTUNITIES

Teacher employees may attend local, regional, and national professional meetings with the approval of the building principal and subject to the limitations of budgeted funds. Expenses will be reimbursed for reasonable travel and other expenses incurred in accordance with management procedures published by the Director of Business Services and the building administration.

Each teacher may request one (1) day per year for professional observation subject to the approval of his/her building principal. Observation days shall not be chosen which immediately precede or follow a holiday recess or fall after April 15th of each year. A report shall be made to the principal about the work observed and its significance for the School District of Whitefish Bay.

It is the responsibility of the employee to know the number of credits needed to meet advance training requirements and maintain state certification.

Adoption Date	-	7/1/87, 3/12/97
Legal Reference	-	S. PI 3.03(2)(b) Wis. Admin. Code

NEW TEACHER ORIENTATION

The administration shall assign a teacher advisor to every new teacher upon entrance of the new teacher into the building. The teacher advisor, if possible, shall be a tenure teacher with a minimum of three (3) years experience in the building and engaged in a similar teaching assignment.

The teacher advisor will assist the new teacher in acclimating to the teaching profession and the school system. The teacher advisor shall not be involved in the evaluation of the new teacher.

At the high school, subject area coordinators will assume the responsibility of a teacher advisor for a teacher new to the building. If there is not a subject area coordinator in the new teacher's area, the new teacher advisor shall be assigned by the high school principal.

Adoption Date - 7/1/87, 3/12/97

PERFORMANCE EVALUATION

The primary purpose of the evaluation of the teaching staff is directed at improving instruction and the instructional program. In addition, evaluation may result in a change in assignment, dismissal, termination, non-renewal, discipline, and/or withholding of a salary increase.

Responsibility for the evaluation of the performance and professional growth of all teacher employees rests with the building principals. Full and part-time teachers with less than three years service in the District shall have a formal evaluation of their performance and professional growth every year. All other full and part-time teachers shall have a formal evaluation at least every three years. Evaluations may be made of any teacher if deemed advisable by the principal, District Administrator, or School Board at any time.

Adoption Date	-	10/13/76, 7/1/87, 10/7/98
Legal Reference	-	Contract: WBEA Article XVI Sections 118.23, 121.02(1)(q) Wis. Stats. PI 8.01(2)(q) Wis. Admin. Code
Cross Reference	-	538-Rule (1), Teacher Supervision & Evaluation Process 538-Rule (2), Performance Evaluation -- Corrective Action Plan

TEACHER SUPERVISION & EVALUATION PROCESS

Summary

Pre-Observation Conference:

- will be used with all teachers for each observation
- Pre-observation form will be used for all observations

Observations:

- Probationary: First year - minimum of four observations
Second year - minimum of two observations
Third year - minimum of two observations
(Note: Third year observations to be completed by February 1)
- Regular: Minimum of once every three years
Minimum of two observations
- Part-time Teachers: Minimum of two observations first three years of service and every three years thereafter
- Evaluators should script/anecdotal notes; copy may be given to the teacher and/or kept in a personal file

Post-Observation Conference:

- will be used with all teachers for each observation
- post-observation form will be used for all observations

Observation Summary Report:

- completed by evaluator for every observation, signed by both teacher and evaluator

Summative Appraisal:

At the conclusion of the evaluation cycle, the principal will complete a summative appraisal on the teacher's performance. The summative form that is to be used is intended to represent an overall summary of the teacher's performance in four performance areas:

- Planning and Preparation
- Environment
- Instruction
- Professional Responsibilities

The principal should complete the summative form, conference with the teacher, and forward copies of the summative form and observation summary reports to the personnel office for inclusion in the teacher's personnel file.

Goal Setting:

Regular status teachers shall meet with their principal during the year following the formal evaluation cycle to develop professional goals. This should be viewed as an avenue for continued professional growth during the time period when they are not involved in the formal evaluation process.

Other:

- Principals should strive for efficiencies in streamlining the process. For example, the pre-conference, observation, post-conference and written summary should be completed within three to four school days.
- Forms will be available in either hard copy or on a computer template.

- Principals may, following consultation with the Director of Human Resources, place a regular status teacher on a more frequent evaluation cycle including observation, conferencing and appraisal.

Adoption Date - 10/7/98; 2/28/07

PERFORMANCE EVALUATION – CORRECTIVE ACTION PLAN1. Supervision

Supervision will promote awareness of strengths and weaknesses of certificated personnel, provide for growth and improvement, and encourage beneficial change. It should be directed to the total educational progress in order that students are able to develop to the best of their abilities. Communication between the supervisor and staff members should be open, frequent, robust, constructive, fair and equitable as well as ongoing. Supervision is formative, aimed at improving instruction and student learning.

Supervision reports are formative reports of an anecdotal nature striving toward improvement of instruction and student learning based on observation. A conference will precede an observation. A conference where suggestions will be made, questions raised, strengths and weaknesses discussed, and goals mutually arrived at will follow observations by the principal.

2. Evaluation

Evaluation is the summative process involving judgements concerning the professional competencies of certified employees based upon a broad knowledge of the total education process.

Written evaluation of certified employees' performance will be reported by the immediate supervisor to the Director of Human Resources.

If the employee's performance is unsatisfactory, a Corrective Action Plan may be developed. The employee will be notified in writing of the intent to develop and implement a Corrective Action Plan for improvement.

The Corrective Action Plan will state what deficiencies exist in as much detail as practical and include suggested corrections. Correction of these deficiencies will be the focus of attention and efforts during implementation of the Corrective Action Plan. Corrective Action Plans may vary in length from a few months to more than a year. Successful completion of the plan will return the employee to regular contract status. Failure to correct deficiencies could result in a non-renewal of the employee's contract.

Areas covered by the corrective action program may include:

1. Instructional skills, strategies.
2. Classroom management.
3. Skills in planning - curriculum, classroom organization, assignments.
4. Attention to professional duties.
5. Subject-matter competency.
6. Skills in diagnosing and providing prescriptive measures for students with learning difficulties.
7. Professional ethics - uses discretion in professional matters.
8. Student assessment and reporting techniques used (testing, grading, conferencing, reporting, etc.).

9. Interpersonal relationships with parents, students, staff and community.
10. Contribution to the total school district effort.

If this procedure is not successful, rights of due process and state law (Wis. Stats. 118.23) will be followed in administrative recommendation and subsequent action by the School Board.

Adoption Date - 10/13/76, 7/1/87, 10/7/98; 2/28/07

SUPPORT STAFF - DEFINITION

For the purposes of School Board policy, the term support staff shall apply to the personnel listed below:

- Psychologist
- Social Worker
- Director of Buildings and Grounds
- Director of Recreation and Community Education
- Supervisor of Recreation
- District Accountant
- Technology Support Specialist
- Director of Technology
- Instructional Technology Coordinator
- Coordinator of Data Management

The duties and responsibilities of all support staff members shall be defined in accordance with job descriptions established by the District Administrator and adopted by the Board of Education.

Adoption Date	-	7/1/87, 7/12/95, 3/12/97, 7/24/02, 9/19/07; 11/11/09
Legal Reference	-	Wis. Stats. PI 8.01(2)(q)

SUPPORT STAFF CONTRACTS

Upon employment, a written contract will be prepared for each support staff member. Such contract shall state the position to be held, the term of the contract, and the salary.

The term of support staff contracts shall be up to, but no more than the number of days or months as listed below:

- Social Worker (as needed)
- Director of Buildings and Grounds (12 months)
- Supervisor of Recreation (12 months)
- Director of Recreation and Community Education (12 months)
- Psychologists (200 days)
- District Accountant (12 months)
- Technology Support Specialist (12 months)
- Director of Technology (12 months)
- Instructional Technology Coordinator (12 months)
- Coordinator of Data Management (12 months)

Adoption Date	-	7/1/87, 5/18/88, 3/12/97, 9/10/97, 7/24/02, 9/19/07, 12/10/08, 5/13/09; 11/11/09
Cross Reference	-	536.1, Staff Resignations

SUPPORT STAFF COMPENSATION AND FRINGE BENEFITS

Compensation and fringe benefits are detailed in the *NON-CERTIFIED MANAGEMENT STAFF AND PSYCHOLOGIST EMPLOYMENT PROVISIONS*.

Adoption Date - 3/12/97

EVALUATION - SUPPORT STAFF

Support staff will be evaluated annually. The support staff member's job description will be used as the basis for the evaluation.

Adoption Date - 7/1/87, 11/3/93, 3/12/97