# Monticello Teaching Staff Policies and Handbook 2022-2023



Monticello School District
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# \*\*ADD3121 and 4121 to support staff

# MONTICELLO TEACHING STAFF POLICIES AND HANDBOOK 2022-2023 INTRODUCTION

This handbook is provided as a reference for the School District of Monticello's teaching staff. Teaching staff includes non-administrative professional staff licensed through the Wisconsin Department of Public Instruction.

The contents of this handbook are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this handbook is not intended to create, nor is it intended to be construed to constitute, a contract between the District and any of its employees or a guarantee of continued employment. Except as may be provided by a contrary provision in an applicable collective bargaining agreement or individual written employment agreement approved by the School Board, all employment with the District is at will and may be terminated at any time for any reason, with or without cause and with or without notice, at the option of the District or the professional employee.

In case of a direct conflict between this handbook, rules, regulations or policies of the Board and any specific provisions of an individual contract or collective bargaining agreement, the individual contract or collective bargaining agreement will take precedence.

This Teaching Staff Handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this Handbook should not be considered all inclusive. Copies of Board Policies and Administrative Regulations are available in each administrative office to all personnel and are on the District website at www.monticello.k12.wi.us. It is important that each professional employee be aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration, the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code, and the policies of the Monticello School District Board of Education.

Note: All Board Policies referred to in this handbook can be accessed at <a href="http://www.monticello.k12.wi.us">http://www.monticello.k12.wi.us</a>
Choose the District tab at the top and scroll down to Board Policies GENERAL EMPLOYMENT POLICIES AND WORK RULES

# **Employee Discrimination and Harassment - Equal Employment Opportunities**

(Board Policy 3122)

The Monticello Board of Education is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of

discrimination, including harassment. In accordance with the Wisconsin Fair Employment Law, the District does not discriminate on the basis of: age (40+), ancestry, arrest or conviction record, color, creed, handicap or disability, marital status, national origin, race, religion, sex, sexual orientation, or membership in any reserve component of the United States or state military forces. In addition, harassment, retaliation, and unfair honesty testing are illegal under the law.

The Board further commits the school district's administrators, supervisors, and employees to actively promote equal opportunity employment.

The School District of Monticello will recruit, hire, train, promote, compensate, administer employee benefits, transfer, and administer reductions in staff in a nondiscriminatory manner without regard to membership in any legally protected classification.

#### Harassment

The District shall not tolerate harassment based on any personal characteristic described above. Harassment and other unacceptable activities that could become a condition of employment or a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited.

Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace.

Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive work environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to the following:

- 1. Unwelcome sexual advances, comments or innuendo;
- 2. Physical or verbal abuse;
- 3. Jokes, insults or slurs directed toward the protected groups set forth above (Such comments are unacceptable whether or not the individual within the protected group is present in the workplace to overhear them and whether or not a member of a protected group professes to tolerate such remarks);
- 4. Taunting based on personal characteristics described above intended to provoke an employee; and/or
- 5. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

Anyone who believes that he or she has been the subject of discrimination or harassment, including sexual harassment, or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures found in Board Policies 3200.01 and 3200.02. All reports regarding employee discrimination or harassment shall be taken seriously, treated fairly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy.

The District shall take appropriate and necessary action to eliminate employee discrimination and harassment. Actions that result in discrimination on a basis not related to an employee's job performance or are determined to be harassment shall be subject to disciplinary action, up to and including dismissal. In addition, employees who fail to respond to discrimination or harassment complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action up to and including dismissal.

This policy and its accompanying procedures shall be published annually and distributed to all staff as part of an Employee Handbook. Training on this policy and accompanying procedures will be conducted annually for all staff in the District.

Any questions or concerns regarding the District's equal opportunity policies may be directed to the District Administrator or the District's designated Equity Coordinator/Director of Pupil Services at Extension 2796.

# **Employee Discrimination and Harassment Complaint Procedure**

# 3122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Board does not discriminate in the employment of professional staff on the basis of the Protected Classes of race, color, national origin, age, sex (including transgender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters, or any other characteristic protected by law in its employment practices.

# **District Compliance Officers**

The Board designates the following individuals to serve as the District's "Compliance Officers" (hereinafter referred to as the "COs").

Mark Gustafson

PK-12 Principal

608.938.4194

334 South Main Street

Monticello, WI 53570

mgustafson@monticello.k12.wi.us

Traci Davis

Juda School District

608.934.5251

N2385 Spring Street

Juda, Wi 53550

davis@judaschool.com

The names, titles, and contact information of these individuals will be published annually:

- A. in the staff handbooks.
- B. on the School District's website.

The COs are responsible for coordinating the District's efforts to comply with the applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation, or denial of equal access. The COs shall also verify that proper notice of nondiscrimination has been provided for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination in Employment Act of 1975, and the Genetic Information Nondiscrimination Act (GINA) to students, their parents, staff members, and the general public.

# Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are expected to promptly report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other supervisory employees so that the Board may address the conduct. Any administrator, supervisor, or other supervisory employees who receive such a complaint shall file it with the CO at his/her first opportunity, but no later than two (2) business days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept complaints of unlawful

discrimination/retaliation directly from any member of the School District community (District employees, students, parent(s), and members of the Board), a resident of the District, or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin an investigation, or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to any person who files a complaint. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO must contact the employee within two (2) business days to advise him/her of the Board's intent to investigate the alleged wrongdoing.

# **Investigation and Complaint Procedure**

Any employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

Once the complaint process begins, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights, the Wisconsin Equal Rights Division, or the Equal Employment Opportunity Commission ("EEOC").

# **Complaint Procedure**

An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"), may file a complaint, either orally or in writing, with a Principal, the CO, District Administrator, or other supervisory employees. Any complaint received regarding the District Administrator or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who shall assume the role of CO for such complaints.

Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the

facts are known and potential witnesses are available. If a Complainant informs a Principal, District Administrator, or other supervisory employees, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the person who allegedly engaged in the misconduct. In making such a determination, the CO should consult the Complainant to assess his/her position to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deems appropriate in consultation with the District Administrator.

Within two (2) business days of receiving the complaint, the CO will initiate an investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including this Policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the CO;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO shall prepare and deliver a written report to the District Administrator that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful discrimination/retaliation. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used.

The CO may consult with the Board's legal counsel before finalizing the report to the District Administrator.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO, the District Administrator must either issue a final decision regarding whether the charges have been substantiated or request further investigation. A copy of the District Administrator's final decision will be delivered to both the Complainant and the Respondent.

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above.

If the District Administrator determines the Complainant was subjected to unlawful discrimination/retaliation, s/he must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, effective, and tailored to the specific situation.

A Complainant or Respondent who is dissatisfied with the final decision of the District Administrator may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the District Administrator's final decision. In an attempt to resolve the complaint, the Board shall review the findings and may meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of its decision. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the misconduct pursues the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

# **Privacy/Confidentiality**

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants will be advised that their identities may become known to the Respondent(s) through the investigation process.

During the course of an investigation, the CO will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

# **Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against unlawful discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law. When imposing discipline, the District Administrator shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies and/or the Employee Handbook.

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or District Administrator shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

#### Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised their rights, aided or encouraged any other person in the exercise of any right granted or protected by those laws.

# **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The District Administrator shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

# **Retention of Investigatory Records and Materials**

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;
- G. e-mails, texts, or social media posts pertaining to the investigation;
- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any interim measures offered and/or provided to complainants, including no-contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

# **Drug, Alcohol and Tobacco Free Workplace**

Employees have the right to work in a safe drug, alcohol and tobacco free workplace. (See Board Policy 3122.01.)

# **Alcohol and Drugs**

The District prohibits the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, illegal drugs, or controlled substances on school premises, in District-owned vehicles, or while involved in school-sponsored activities. In addition, the District prohibits an employee from engaging in the manufacture, distribution, dispensation, possession, or use of illegal drugs or controlled substances at any time and in any location even where the employee is not on District premises or on work time. Any employee who violates the District's Drug, Alcohol and Tobacco Free Policy may be disciplined, up to and including termination

# **Tobacco Products**

The District prohibits the possession and use of all tobacco and tobacco-related products on school premises, in District-owned vehicles, and at all school-sponsored activities. Any employee who violates the District's Tobacco Products Policy may be disciplined, up to and including termination.

# **Drug-Free Awareness Program**

As required by the Federal Drug Free Workplace Act, the District has established a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, community resources for substance abuse counseling, and the penalties that may be imposed upon employees for policy violations.

# Notification of Conviction – Drug Violations in the Workplace

As a condition of employment, any employee who is engaged in the performance of a grant from any federal agency shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Within ten days of receiving such notice from an employee or otherwise receiving actual notice of such conviction, the District shall notify the federal granting agency of the conviction. Additionally, after receiving notice of such conviction, the District shall either take appropriate personnel action against the employee, up to and including termination of employment, or require the

employee to participate satisfactorily in 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.

# Consequence for Violation of Drug, Alcohol and Tobacco Policies

Employees who violate the District's policies regarding drugs, alcohol and tobacco and tobacco-related products shall be subject to disciplinary sanctions, up to and including termination from employment, and referral to appropriate law enforcement officials for prosecution. In its sole discretion, the District may allow an employee to undergo evaluation for drug, alcohol or tobacco addiction and successfully complete any recommended treatment, in lieu of termination.

# **Criminal Charges/Conviction Reporting - General Requirements**

Every District employee shall notify his or her immediate supervisor or District Administrator as soon as possible, but no more than five (5) calendar days, after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony or misdemeanor, excluding minor traffic offenses. The District may conduct criminal history and background checks on its employees. Failure of an employee to report under this provision may result in disciplinary action, up to and including termination. (See Board Policy 3500.00.)

# **Child Abuse and Neglect**

Any employee of the School District of Monticello having reasonable cause to suspect that a child seen in the course of professional duties has been abused or neglected or having reason to believe that a child has been threatened with an injury and that abuse will occur, shall immediately contact the county social services department, the county sheriff's department, or local police department and inform the agency or department of the facts and circumstances which lead to the filing of the report. The building principal shall be made aware immediately if any such report is filed.

Employees shall not contact the child's family or any other person to determine the cause of any suspected abuse or neglect. Official representatives of county agencies, sheriff's deputies or local law enforcement officials may contact, observe, or interview a child at school without permission from the child's parent, guardian, or legal custodian if necessary to determine if a child is in need of protection or services.

No district employee shall be discharged from employment for making such a report. In addition, state law guarantees immunity from any civil or criminal liability that may result from making a report on child abuse or neglect and provides for the protection of the individual who makes such a report.

Failure to report suspected cases of child abuse and neglect is punishable by a fine and/or jail sentence.

The District shall provide employee training in identifying children who have been abused or neglected and the laws and procedures governing the reporting of suspected or threatened abuse or neglect. (See Board Policy 8462.00.)

# **Teacher - Student Relations**

The District requires that all employees maintain professional and ethical relationships with students that are conducive to an effective and safe learning environment. Employees must act as role models for students at all times, both on and off school property, as well as during and outside of school hours. Employees must exercise good judgment and professionalism in all interpersonal relationships with students. Employees must establish appropriate personal boundaries with students and not engage in any behavior that could reasonably lead to the appearance of impropriety.

Employees may not engage in the following inappropriate behaviors, which include, but are not limited to: dating students, regardless of the student's age; flirting with students; physical displays of affection with students; giving inappropriate personal gifts to students; frequent personal communication with students unrelated to official school matters; providing alcohol or drugs to students; and engaging in sexual relationships with students.

Employees who maintain personal web pages or online networking profiles are strongly discouraged from communicating with students via these media.

Employees who violate this policy will be subject to discipline, up to and including termination, and may also be subject to criminal charges.

# **Employee Use of Technology**

The School District of Monticello provides employees with access to and use of a variety of information technology resources in an effort to allow them to be more efficient, creative, productive, and have information that is necessary for them to carry out their responsibilities as district employees. Employees are expected and required to use these information technology resources in a manner consistent with their positions and work responsibilities with the District.

All employees must review the terms and conditions for acceptable use of the school computer network and other technology resources and sign a user agreement upon employment and on an annual basis. Board Policies 7540.04 (Technology Acceptable Use and Safety). The provisions of these policies will be reviewed during new employee orientation. Additional questions about employee use of technology resources may be addressed to the District Administrator.

# Gifts and Sale of Goods

No District employee may receive for his or her personal benefit anything of value from any person other than the District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any pupil while on District property or at a District activity.

# **Personnel Records**

Employees may review certain personnel records in accordance with Wis. Stat. §103.13 and Board Policy 8320.00.

# **Emergency School Closing**

The School District of Monticello will operate as regularly scheduled whenever possible, with minimal interruptions to curricular and co-curricular activities. Whenever it becomes necessary to contemplate closing schools due to inclement weather, careful consideration will be given to the effect of the decision on the total school program.

The District Administrator shall use his/her best judgment in making decisions regarding a school closure, delayed start or early dismissal. Student safety will be the primary consideration in the determination. Factors to be considered in making such a decision will include road conditions, bus service, and severe weather conditions.

School may also be closed in the event of a health emergency by order of a local health officer, as defined in 250.01(5), Wis. Statutes or the department of health services.

In the event that the school district must close school, the District Administrator shall determine whether or not co-curricular activities will need to be canceled and rescheduled.

School closing information will be reported to local media outlets. A list of these media outlets will be published in school handbooks and listed in the school newsletter during the school year.

#### **Health Examinations**

The District requires, as a condition of employment, that all new employees obtain a physical examination, including a tuberculin skin test. Freedom from tuberculosis in a communicable form is a condition of employment. If the employee's tuberculin skin test is positive, a chest X-ray shall be required.

The Board shall pay the cost for any required physical examination, which shall be performed by the District's authorized physician.

The physician conducting the physical examination shall prepare a report of the examination on a form prepared by the Department of Public Instruction (DPI) and available upon the DPI website. The physician shall use the report form to certify to the District that the person is free from tuberculosis in a communicable form. Subsequent physical examinations will be required

at intervals determined by the School Board, consistent with state and federal laws and any applicable collective bargaining agreement provisions.

An employee may request an exemption from the physical examination requirement for religious reasons by filing an affidavit with the Board stating that the employee depends exclusively upon prayer or spiritual means for healing in accordance with the teachings of a bona fide religious sect, denomination or organization and 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 examination on these grounds. If there is reasonable cause to believe that an employee who has requested an exemption is suffering from an illness detrimental to the health of the pupils, the school board may require a health examination sufficient to determine whether the employee is suffering from such an illness. The School Board shall not discriminate against any employee for filing an affidavit seeking an exemption from the physical requirement.

The District shall maintain all physical examination records and other medical records in a file separate from all other personnel records, and shall treat such records as confidential medical records, in accordance with state and federal laws and regulations.

The School Board shall comply with the requirements of Wis. §121.52(3)(a) by including in any contract with any owner or lessee of any privately owned motor vehicle transporting pupils for compensation provisions for the contractor to require physical examinations for all school bus drivers, as prescribed by Wis. §121.52(3)(a).

# **Hepatitis B Vaccination Requirement**

The District requires all employees to either a) complete the Hepatitis B vaccination series; b) provide documentation that he/she has previously completed the vaccination series; or c) sign a declination form.

Generally, the Hepatitis B vaccination series is administered through a series of three shots over a 6-month period of time.

New employees shall have until March 1 of the current contract year to complete this requirement.

Those employees covered under the District's group health coverage should make arrangements with their medical provider to have the shots administered. The Hepatitis B series will be administered by the medical care provider at no cost to the employee as part of the District's group health plan.

Employees who are not covered under the District's group health plan but in need of the Hepatitis B vaccination series should advise the District Administrator. Arrangements will be made for the employee to obtain the vaccination series free of charge.

# **General Work Rules**

Proper standards of conduct are necessary to provide for the safe, orderly and efficient performance of work. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following is a non-exhaustive list of examples of the types of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Unauthorized or improper use of District property for personal reasons, including computer hardware, software, email and internet access.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer or use of illegal drugs.
- Fighting or threatening violence in the workplace
- Disruptive use of profanity
- Insubordination or other disrespectful conduct
- Sexual or other unlawful harassment.
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism, tardiness and/or any absence without notice
- Unauthorized disclosure of confidential information
- Unsatisfactory performance or conduct

# **Prohibition against Work Stoppage**

No teachers will instigate, promote, encourage, sponsor, engage in or picket in support of any job action including, but not limited to, working to contract, working to rule, sickout, slowdown, work stoppage, strike or any other intentional interruption of usual and customary work. Any or all of the teachers who violate any of the provisions of this policy may be subject to discipline by the District up to and including discharge.

# **Work Related Injuries**

Injuries occurring during the course of employment must be reported to the District Administrator or his/her designee immediately. A written accident report must be submitted as soon thereafter as possible. The Employee Accident Form is available in the District Office and is also included in Appendix D for review. The completed form should be signed, witnessed and submitted to the District Bookkeeper.

Failure to report an injury immediately may jeopardize an employee's claim for Worker's Compensation benefits.

#### **Confidentiality**

Teachers often work with confidential or sensitive information. Employees are cautioned to use the utmost discretion when discussing or preparing confidential material regarding students. Board Policy 8330.00, Student Records, is included in the Appendix.

#### LEAVE BENEFITS

# **Paid Leave**

# **Paid Leave Allocation and Accumulation**

For the purposes of calculating paid leave, the work day will be 7:45 am - 3:50 pm. Full-time teachers will be granted eleven (11) paid leave days at the beginning of each school year. Part-time teachers will be granted paid leave on a prorated basis. At the end of each school year, any unused paid leave days may accumulate to 110 days.

#### **Paid Leave Allowable Uses**

Paid leave may be used for the following reasons: personal illness or injury, medical and dental appointments for the employee and/or his/her child that may not be scheduled outside of the employee's regularly scheduled work hours, illness or injury of an individual residing in the employee's primary household, illness or injury of the employee's parent or parent-in-law, illness or injury of the employee's child, court action that requires the employee to appear in court as a defendant or plaintiff, not including any action against the District, a summons from a government agency (e.g., IRS) that would require the employee to appear on a school day, funerals, and minor emergencies as approved by administration.

# **Process for Requesting Paid Leave**

For scheduled absences, such as medical and dental appointments, teachers must submit an online request for approval at least one full school day in advance of the absence. Teachers must also advise their supervisor or his/her designee of the absence as soon as possible prior to the absence.

For unscheduled absences, when a teacher is prevented from completing his/her assigned work due to personal illness or injury and a substitute is needed, the teacher must notify the substitute coordinator before 9:00 p.m. the night before the absence or between 5:00 and 6:30 a.m. the morning of the absence. If a substitute is not needed, a teacher must notify their supervisor of the absence. When a teacher returns to school from an unscheduled absence, he/she must submit an online request for approval no later than the date of his/her return to work.

For purposes of paid leave the following schedule breaks the day into increments:

```
7:45 – 9:45 Quarter day 1
9:45 - 11:45 Quarter day 2
11:45 - 1:45 Quarter day 3
1:45 - 3:50 Quarter day 4
```

Teachers may use leave in quarter day ( $\frac{1}{4}$  day) increments, but due to substitute teacher availability, the amount of leave taken corresponds with the number of Quarter day time periods your leave falls within. Example: Leave at 10:00 am returning at noon =  $\frac{1}{2}$  day

#### **Paid Leave Verification**

Under certain circumstances, such as an absence of three or more consecutive days; the frequent use of paid leave; or a pattern of absences adjacent to weekends, breaks or holidays; the District may require a teacher to provide a physician's statement confirming an illness.

# **Paid Leave Payout at Termination**

The Board will provide remuneration for paid leave after a teacher has spent five consecutive years in the Monticello School District. After five years in the school system, the teacher will receive 30% of the substitute per diem for every day of paid leave not used from the start of employment to the termination of their service with the District to a maximum of 110 accumulative days. If the employee dies while under contract, the beneficiaries will receive a death benefit equal to 30% of the substitute per diem for each unused leave day.

# **Annual Paid Leave Payout**

Teachers who have accumulated their maximum paid leave of 110 days shall at the end of the current school year be paid for the balance of their annual allocation of 11 days at the rate of 30% of the substitute per diem for any of the 11 days which were not used during the school year. Teachers will receive payment for these days on a check issued on June 30th.

# **Personal Leave**

#### Personal Leave Allocation and Accumulation

Full-time teachers will be granted two (2) personal leave days per year. Part-time teachers will be granted personal leave on a prorated basis. Personal leave may accumulate to a maximum of five (5) days, but may only be used as a block of three (3) days once every five (5) years with prior approval of the District Administrator. If you are utilizing your personal leave during approved FMLA leave, there is no limitation on the number of days or the span between use.

#### Personal Leave Allowable Uses

Personal leave may be used for any reason.

# **Process for Requesting Personal Leave**

A teacher must request personal leave at least two (2) teaching days in advance of the day that he or she wishes to use personal leave. Teachers must submit such requests online.

#### **Personal Leave Restrictions**

No more than three (3) teachers may use personal leave on the same day. Requests for personal leave will be granted in the order in which they are received at the discretion of administration. Personal leave requested to extend school vacation periods will be approved only after a substitute teacher has been secured to provide class coverage. Personal leave may be used only in increments of one-half (1/2) day or full day.

# **Jury Duty Leave**

Teachers who are selected for jury duty shall be paid at their normal rate for hours served that fall within their regular work day. This payment is in lieu of, not in addition to, any court jury duty pay. Jury duty payment that is received from the court system shall be remitted to the District Office.

Teachers who are selected for jury duty shall inform their building principals in advance of their absence.

# **Unpaid Leave**

Teachers who have exhausted all of their available paid leave may request unpaid leave. The granting or denial of unpaid leave will be determined on a case by case basis at the discretion of the District Administrator. Except in cases of emergency, a teacher who foresees the need to use unpaid leave must make such a request to the District Administrator at least ten (10) calendar days in advance of the unpaid leave. Unless otherwise provided by law, a teacher who has used more than five (5) days of unpaid leave will reimburse the District for the District's contribution toward the teacher's health and dental insurance for each unpaid day beyond five (5) days. The cost will be computed on an hourly basis. An employee may not be granted leave under this section until she or he has first exhausted all other applicable paid leaves available.

# Family and Medical Leave

The District provides family and medical leave as required by the state and federal Family and Medical Leave Acts. Both state and federal leave calculations are based on a calendar year. See Board Policy 3430.01 which outlines rights and responsibilities under FMLA.

# **Military Leave**

Pursuant to federal and state law, the District shall provide eligible teachers with leaves of absence with or without pay for purposes of federal service in the uniformed services or active state service. Eligible teachers should notify the District of the need for a leave of absence as far in advance as possible and should notify the District of the commencement date of the military leave and its expected duration. Eligible teachers should also provide the District with a copy of any relevant military orders.

# Attendance, Absenteeism and Tardiness

Teaching staff must notify their building principals of any absence or departure from scheduled work hours through compliance with the provisions described in the policy relating to the reason for the absence. Certain absences require prior approval; all absences or departures from scheduled work hours require teaching staff to provide their building principals with prior notification that they will be absent for all or part of their regularly scheduled work days.

Teaching staff will be considered tardy if they arrive at work after the start of their regularly scheduled work days without a valid reason for their late arrivals, as determined by the District, and prior notification to their building principals. Teaching staff members who are absent for part or all of a regularly scheduled work day without prior notification to their building principals, and approval from their building principals when required by policy, will result in said absences being considered unexcused.

Any significant unexcused absence may result in discipline or termination. "Significant" may mean the number of instances, may mean one instance of unexcused absence at a crucial time, or in an overt manner. Teachers may also be denied Unemployment Compensation benefits if they are terminated for five unexcused or no-notice absences, or six unexcused or no-notice tardy instances in a 12-month period. Also, three days in a row of absence without notice will be seen as a voluntary resignation, which may result in a denial of Unemployment Compensation benefits.

# **Perfect Attendance Incentive**

Full-time teachers who achieve perfect attendance for the entire contract year will be awarded a \$500 incentive payment on the June 30<sup>th</sup> payroll. Part-time teachers will be awarded an incentive on a pro-rated basis. In order to qualify for the incentive, the teacher must not have used any form of paid leave, including personal days, during the contract year. Professional leave approved by administration does not impact eligibility for the incentive payment.

# PAYROLL PROCEDURES

#### **Payroll Payments**

Payroll payments for all teachers shall be on the 15<sup>th</sup> and the 30<sup>th</sup> of the month or the workday before this date if a payday falls on a weekend or holiday. Payroll payments will only be distributed to the employee and will not be distributed early.

Teachers will be given the option of being paid on a school year or twelve month payroll basis. Annually, each teacher will be required to submit written authorization to the District Office by confirming the payroll option of their choice on their individual contract document. The default payroll selection for teachers shall be on a school year basis.

Pay rates for new teachers will be established by the District prior to the time work is performed. All documents required for payroll purposes must be provided to the District office on or before the due date for payroll processing.

If a teacher believes that an error has been made regarding his or her compensation, the teacher must contact the District office immediately. Reports of payroll errors will be promptly investigated. If it is determined that an error has been made and timely reported, the error shall be promptly corrected.

# **Direct Deposit**

The District will pay teachers through direct deposit to an account at a financial institution of the teacher's choice. Teachers will provide the District Office with information needed to accomplish the direct deposit payroll process. Teachers must enroll in direct deposit within fifteen (15) calendar days of the time of hire or rehire. Teachers must participate in the direct deposit payroll process as a condition of new or continued employment unless otherwise prohibited by law.

Changes to information regarding direct deposit shall be received by the District Office at least fifteen (15) calendar days prior to the date of the change. The District will not be responsible for deposits made to a former account where the request for the change has not been timely provided to the District Office.

#### FRINGE BENEFITS

# **Health Insurance**

The Board will provide a group health insurance plan for teachers who meet the health insurer's eligibility requirements and are contracted to work 50% or more of a full time equivalent contract (FTE). Teachers working less than 50% FTE are not eligible for health insurance coverage through the District due to the eligibility requirements of the insurance carrier. The Board reserves the right to change the health insurance carrier, health insurance plan, and health insurance benefits at its discretion.

#### **Rates and Rate Differentials**

#### Full Time Teachers

The Board will pay 88% of the HMO rate for either the family or single plan health insurance selected by the Board for employees.

# Part Time Teachers

For employees working less than 100% FTE, the Board's portion of the 88% HMO premium contribution will be paid at the percentage equal to the percent of FTE. This is applicable to both the family and single plan.

# **Deduction of Health Insurance Premiums**

The employee's share of the annual premium for health insurance will be divided by 18 and deducted from the September 30 payroll through the June 15 payroll (18 pay periods).

# **Dental Insurance**

The Board will provide a group dental insurance plan for teachers who meet the dental insurer's eligibility requirements. Those employees who work less than 30 hours per week are not eligible for dental coverage through the District.

The Board will pay 100% of the rate for all participating teachers who meet the dental insurance eligibility requirements. The Board reserves the right to change the dental insurance carrier, dental insurance plan, and dental insurance benefits at its discretion.

# **Long-Term Disability Insurance**

The Board will make available a long-term disability plan for all teachers who meet the long-term disability insurance carrier's eligibility requirements. The Board will pay 100% of the premium for participating employees. The Board reserves the right to change the long-term disability insurance carrier, long-term disability insurance plan, and long-term disability insurance benefits at its discretion.

# **Group Life Insurance**

The Board will make available a group life insurance plan for all teachers who meet the life insurance carrier's eligibility requirements. The Board will pay 100% of the premiums for coverage equal to one time the employee's salary for all participating part and full-time employees which is subject to reduction due to age. The Board reserves the right to change the life insurance carrier, life insurance plan, and life insurance benefits at its discretion.

# **Wisconsin Retirement System (WRS)**

The Board will make the full employer's contribution to the WRS, as approved by the Employee Trust Fund Board.

# COMPENSATION IN ADDITION TO TOTAL BASE WAGES

From time to time, the District reserves the right to provide teachers with non-base wage building supplemental compensation based upon merit, longevity, educational achievement, and/or any other measures that it deems appropriate. Such supplemental compensation shall be

in addition to the teachers' total base wages.

# WORKPLACE PROCEDURES

# **Assignments**

The District retains the discretion to assign teachers to teaching duties, non-teaching duties, co-curricular assignments, administrative duties, supervisory assignments, as circumstances arise, including for temporary periods of time.

#### **Instructional Overload**

In general, the basic full-time teaching load for grades 6-12 (based on an eight period day) consists of:

6 classes 5 classes
1 supervision or 2 supervisions
1 prep period 1 prep period

Teachers whose schedules deviate from the basic full-time teaching load due to assignment of an additional class or supervision will receive overload compensation in\_accordance with the Co-Curricular/Extra Duties schedule in the attached Appendix. Payment for Semester I overload assignments will be made on the first paycheck of December. Payment for Semester II will be made on the second paycheck in June.

# **Vacancies and Transfers**

When a position becomes vacant (as determined by the District) or when the District creates a new position, the District shall post the position both internally and externally. Teachers may apply for the posted positions.

The District retains the discretion to hire an external candidate for the position (or portion thereof), and/or to transfer or assign any internal candidate to the posted position (or portion thereof).

# Normal Workday

The normal workday of teachers will consist of eight (8) hours and five (5) minutes with a thirty (30) minute duty-free lunch period. The scheduling of a professional employee's duties within the normal workday will be at the discretion of the District and will reflect the many duties a teacher performs. The normal workday shall not be interpreted as a limitation upon the time necessary for teachers to perform the expectations and obligations of their respective positions. Similarly, the scheduling of a teacher's duties shall be subject to modification by the District at

the discretion of the District, including temporary re-scheduling as appropriate for internal substitute duties, committee work, etc.

On Friday and days preceding holidays or vacations, the teacher's day shall end at the close of the student's day provided the teacher has completed all of his/her supervisory duties.

# **Flex Time**

With prior approval, teachers may use the time before and after school (when they are not responsible for student supervision) for personal appointments, provided that the time missed is made up the day prior to the absence or the day following the absence. The purpose for the flex time and the dates and hours of the make-up time must be designated on the absence request.

# Non-Renewal

A teacher may not be non-renewed for any reason that is illegal. Procedures for teacher non-renewal will be in accordance with Wis. Statute 118.22.

# **Reduction in Staff**

If the Board, at its discretion, decides to reduce the number of full-time teachers in the District or reduce the hours of any full-time teachers, it shall provide selected teachers with a notice of said reduction by complying with the deadlines and procedure in Wis. Statute §118.22.

Full-time teachers selected for reduction effective for the following school year shall be notified no later than April 30. Part-time teachers will not be subject to Wis. Statute 118.22. The District will notify any part-time teachers of any reduction to their contract for the following school year by April 30.

# **Performance Evaluations**

In general, teachers who are new to the District will receive at least two written evaluations during their first school year in the District. Teachers who have completed two or more years of summative evaluations in the District will be evaluated at least once every three (3) years.

Evaluations shall be conducted by the building principal and/or any other qualified administrator(s) and will follow the Educator Effectiveness model adopted by the District as outlined below. Every evaluation may include a video component focusing on the teacher's instructional techniques.

The administrator responsible for performing the evaluation will meet with the employee prior to the evaluation to review the evaluation instrument to be used. The administrator will also meet with the employee to discuss the evaluation after it has been completed.

# Acknowledgement of Receipt and Response

The teacher will acknowledge receipt of documents related to supervision and evaluation by electronically signing and dating. The teacher shall have the right to attach a report with any remarks concerning the document(s) electronically. Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument. A teacher may attach a response to any document related to this process after the teacher's receipt of the evaluation document(s) listed above. The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument:

"The signatures do not indicate agreement or disagreement but merely certify that the observation and conference as noted were held and that the opportunity was available for attaching written clarification/objections at the time of signing."

The supervisor must initial the response.

#### **Evaluation Process**

During the 1st month	All teachers establish Student Learning Objectives	SLO Selection and Approval Form
During the 1st month	All teachers conduct self-assessment and create professional practice goal(s) to be discussed at Goal Setting Conference	Self-Assessment Form
End of First Week in October	Final Approval of quarter- or semester-long SLOs to be discussed at Goal Setting Conference	SLO Selection and Approval Form
October 15 <sup>th</sup>	All teachers submit Survey Growth Plan	
October 31st	All teachers submit Professional Goal Setting Plan completion/submission	
By end of 1st grading period	First formal observation of all new or in need of improvement teachers	Formal Observation/Formative Feedback Form
By December 15 <sup>th</sup>	New teachers survey students for second time	New Teacher Survey Growth Analysis
By January 15 <sup>th</sup>	Second formal observation of all new and in need of improvement teacher. First observation of all continuing contract teachers.	Formal Observation/Formative Feedback Form
By January 31st	Mid-year SLO review completed	Mid-year SLO Review Form
Before February 1st	Interim performance review of new/in need of improvement teachers	Interim Performance Report, Mid- year SLO Review Form, Documentation Log
By February 15 <sup>th</sup>	Continuing contract teachers survey students for second time and submit Survey Growth Analysis	Learner Surveys/Learner Analysis
By May 1 <sup>st</sup>	Second observation of continuing contract teachers	Formal Observation/Formative Feedback Form
By May 1st	Review Documentation Log for all teachers	Documentation Log
By May 20th	All teachers submit end of year SLO	End-of-Year SLO Review Form
By May 31 <sup>st</sup>	Non-summative teachers self-score their SLO	SLO Score Report
End of School Year	Summative evaluation meeting with teachers	

# Plan of improvement

Plan of Improvement is the supervision and evaluation procedure applied to continuing teachers whose performance has not met expectations as of the most recent evaluation conference. Plan of improvement is designed to improve the overall performance of a veteran teacher whose overall performance has not met expectations. Continuing teachers whose overall performance has not met expectations may, at the discretion of the District, receive plan of improvement or may be non-renewed pursuant to § 118.22, Wis. Stats. If in the District's discretion plan of improvement is offered, the process shall be as follows:

- 1. <u>Goal of Plan of Improvement</u>: The goal of plan of improvement is for the teacher to meet expectations. The plan of improvement plan will be designed to meet the specific needs of the teacher and the performance expectations of the District.
- 2. Content of Plan of Improvement: It may include a description of the teacher's deficiencies, a description of appropriate performance, a goal setting plan to help the teacher develop required skills, a schedule of supervisory activities including at least one evaluation, and a target date by which time the teacher will perform satisfactorily. The plan is not limited to, but might include, the following interventions: any means of staff development defined in the District staff development plan, observations and/or support by experts outside the District, and/or peer coaching or mentoring.

# **Grievance Procedure**

The District has adopted a Grievance Procedure for issues related to employee discipline, employee termination or workplace safety. It is outlined in Board Policies 3340.00, Grievance Procedure. Grievance Procedures available on the District website.

# **Residency**

All professional educators who take up residency in the School District of Monticello as a full-time employee shall be eligible for additional compensation of \$4,000. Professional educators receiving compensation for moving into the District shall agree to maintain District residency for a minimum of four years or repay the District at a rate of \$1000 for each year they fail to remain in the District – a professional educator who leaves the District two years after receiving this incentive would owe the District \$2,000.

# **Salary Information**

2022-2023 Salary Chart

Α	BA+00	BA+06	BA+12	BA+18	BA+24	BA+30	MA+00	MA+06	MA+12	MA+18	MA+24
1	40525	41525	42525	43525	44525	45525	46525	47525	48525	49525	50525
2	41075	42075	43075	44075	45075	46075	47075	48075	49075	50075	51075
3	41625	42625	43625	44625	45625	46625	47625	48625	49625	50625	51625
4	42175	43175	44175	45175	46175	47175	48175	49175	50175	51175	52175
5	42725	43725	44725	45725	46725	47725	48725	49725	50725	51725	52725
6	43275	44275	45275	46275	47275	48275	49275	50275	51275	52275	53275
7	43825	44825	45825	46825	47825	48825	49825	50825	51825	52825	53825
8	44375	45375	46375	47375	48375	49375	50375	51375	52375	53375	54375
9	44925	45925	46925	47925	48925	49925	50925	51925	52925	53925	54925
10	45475	46475	47475	48475	49475	50475	51475	52475	53475	54475	55475
11	46025	47025	48025	49025	50025	51025	52025	53025	54025	55025	56025
12	46575	47575	48575	49575	50575	51575	52575	53575	54575	55575	56575
13	47125	48125	49125	50125	51125	52125	53125	54125	55125	56125	57125
14	47675	48675	49675	50675	51675	52675	53675	54675	55675	56675	57675
15	48225	49225	50225	51225	52225	53225	54225	55225	56225	57225	58225
16	48775	49775	50775	51775	52775	53775	54775	55775	56775	57775	58775
17	49325	50325	51325	52325	53325	54325	55325	56325	57325	58325	59325
18	49875	50875	51875	52875	53875	54875	55875	56875	57875	58875	59875
19	50425	51425	52425	53425	54425	55425	56425	57425	58425	59425	60425
20	50975	51975	52975	53975	54975	55975	56975	57975	58975	59975	60975

The amount of each cell shall be composed of the negotiated base wage in its entirety and the difference to be supplementary pay. If a projected CPI could increase base wage to an amount equal to cells in salary chart, supplementary pay would become unnecessary and the full salary will be composed of the negotiated base wage.

Eligibility for a step is as follows:

Educator Effectiveness Score of 2.75 or higher

No component scores below 2

A score of 2 or higher on SLO (Student Learning Objective)

Evidence Non-summative successful completion of PPG (Professional Practice Goal)

Any teacher who misses deadlines noted in the teaching staff handbook, is on a written plan of improvement, has received discipline in the form of a written warning or reprimand, a formal notice of non-renewal or termination, or has resigned will be ineligible for Supplemental pay.

The amount of each cell shall be composed of the negotiated base wage in its entirety and supplementary pay. If a projected CPI could increase base wage to an amount equal to cells in salary chart, supplementary pay would become unnecessary and the full salary will be composed of the negotiated base wage.

Eligibility for a step is as follows:

Educator Effectiveness Score of 2.75 or higher

No component scores below 2

A score of 2 or higher on SLO (Student Learning Objective)

Evidence Non-summative successful completion of PPG (Professional Practice Goal)

Any teacher who misses deadlines noted in the teaching staff handbook, is on a written plan of improvement, has received discipline in the form of a written warning or reprimand, a formal notice of non-renewal or termination, or has resigned will be ineligible for Supplemental pay.

Lane movements are subject to requirements described in Teaching Staff Handbook. (Credit Stipend Reimbursement Form)

Staff on the gray scale will advance .5 step per year as long as they pass their Educator Effectiveness/meet timelines on SLO. Staff on the white scale will advance one step as long as they pass their Educator Effectiveness/meet timelines on SLO. The gray steps will increase at a slower rate year-over-year until the white steps catch up, at which point they will be climinated. Once staff members reach the top of the scale, they will receive a \$1000 bonus in their Educator Effectiveness Summative Year as long as they pass.

# Co-Curricular and Extra Duties Pay Schedules

Co-Curricular/Additional Duties Sche	dule				(Updated 6-14	l-17)
					Experience	Multipliers
					Level	Multiplier
Athletic Director	\$	3,445.95	Annual	\$ 1,253.07	1	1.00
Head BB Coach Boys	\$	2,819.41	School Play/Musical	\$ 1,566.34	2	1.02
Head BB Coach Girls	\$	2,819.41	Forensics	\$ 939.80	3	1.0
Head Baseball	\$	2,349.51	Web Coordinator	\$ 1,253.07	4	1.0
Head Softball	\$	2,349.51	Instrumental Music Director	\$ 939.80	5	1.0
Head Volleyball	\$	2,349.00	FBLA Director	\$ 939.80	6	1.1
Head B/G Track	\$	1,879.61	FCCLA Director	\$ 939.80	7	1.1
Assistant Basketball B/G	\$	1,722.97	Half-time Show Coordinator	\$ 626.54	8	1.1
Assistant Volleyball	\$	1,566.34	Vocal Music Director	\$ 626.54	9	1.1
Assistant Baseball	\$	1,566.34	Middle School Forensics	\$ 391.58	10	1.1
Assistant Softball	\$	1,566.34	Prom Coordinator	\$ 391.59		
Assistant Track B/G	\$	1,253.07	Graduation Coordinator	\$ 391.59		
Assistant Cross Country B/G	\$	1,253.07	National Honor Soc. Coord.	\$ 391.59		
Asst. Jr. Varsity Basketball B/G	\$	1,253.07	Student Council Coord.	\$ 391.59		
Head Golf	\$	1,879.61	Spanish Club	\$ 391.59		
Assistant Golf	\$	1,253.07	Art Club	\$ 391.59		
Assistant JV Reserve Volleyball	\$	1,253.07	Concession Stand Coordinator	\$ 939.80		
7 & 8 Basketball Coach B/G	\$	1,096.44	Middle School Play/Musical	\$ 391.59		
7 & 8 Volleyball Coach	\$	1,096.44	Investment Club Coord.	\$ 392.59		
7 & 8 Assistant Basketball B/G	\$	626.54				
7 & 8 Assistant Volleyball Coach	\$	626.54				
Color Guard	\$	391.58				
Weight Room Coordinator (12 mo.)	\$	626.53				

CONTRACTED POSITIONS (Experience Multiplier Applies)  Mentor/Coach (includes one formal meeting day)	\$ 939.80		
Mentor/Coach Coordinator (includes one meeting day)	\$ 939.80		
PBIS Coordinator	\$ 626.53	Experience N	Aultipliers
Team Leader	\$ 626.53		Multiplier
Rtl Coordinator	\$ 626.53	1	1.00
Higher Education/Interactive Technology Coordinator	\$ 2,575.00	2	1.02
		3	1.04
Experience Multiplier Does Not Apply:		4	1.06
CAPP/AP/other dual credit class instructor (per sem. class)	2% of Teacher's salary	5	1.08
Overload (per semester class)	2% of Teacher's salary	6	1.10
Shared Telepresence class instructor (per sem.class)	1% Of Teacher's salary	7	1.12
		8	1.14
ADDITIONAL DUTIES		9	1.16
All additional duties must be pre-approved by administration		10	1.18
Noon Hour supervison (in lieu of duty free lunch)	\$10/lunch period		
Curriculum/IEP/Additional Assignments (before or after school			
Elementary Internal Substitute	\$15/class period		
MS/HS Internal Substitute (Students may be assigned to	\$15/class period		
existing study halls and homerooms without additional payme	ent)		
Administering standardized achievement testing or exams	\$15/class period		
(when voluntarily accepted in lieu of lunch or prep time)	ω.		
Summer teaching assignments	\$20.00/hr.		
Chaperone (bus, prom, dance, game)	10.00/hr		
Score Keeper (home & away - HS/MS)	10.00/hr		
Time Keeper (basketball, baseball, volleyball)	10.00/hr		
Time Keeper (Home only - MS)	10.00/hr		
Prom decorating (outside of school hours)	10.00/hr		
Concession Stand	10.00/hr		
Elementary concerts outside of school hours	10.00/hr		
FFA Advisor Summer Contract			
40 days between July 1 and June 30 paid at 100% of teacher's	5		
salary			

# **CREDIT STIPENDS**

The Monticello Board of Education recognizes that quality instruction is grounded in continuous improvement by teachers through lifelong learning. As a result, the Board has created the credit stipends indicated below to ensure that teachers are provided incentives to continually improve through additional education.

Compensation for credits carned is provided through annual non-base wage building supplemental pay stipends. Credit level placement does not automatically result in payment of an additional amount in supplemental compensation. Instead, a A teacher must apply to the District Administrator for advancement based on additional earned credits. If a teacher advances to another credit level, the teacher will receive the amount of \$1000 in additional supplemental compensation. The teacher will continue to receive this amount annually.

Credit level advancement applies only to graduate credits in the teacher's field or courses recommended by the assigned college advisor (if applicable) and approved in advance by the District Administrator. Exception to the above may be made on an individual basis and approved in advance by the School Board.

Credits earned in summer school will be recognized for advancement only if all of the following requirements have been met:

- The teacher has provided all required forms by stated deadlines and received prior approval from the District Administrator;
- Credits earned result in advancement to the next credit level; and
- The teacher has provided a transcript or other acceptable verification of credits earned to the District Administrator by the stated deadline.

A teacher shall not advance to the MA credit level if the teacher has not yet attained his/her Master's degree unless the teacher achieves National Board Certification.

A teacher who achieves National Board Certification prior to August 15 must notify the District Administrator to receive a \$5,000 annual salary stipend. National Board Certification must be active to maintain the stipend.

	Additional
	Auditioliai
	Annual
Credit	Supplemental
Levels	Compensation:
BA/06	\$1000
BA/12	\$1000
BA/18	\$1000
BA/24	\$1000
BA/30	\$1000
MA/00	\$1000

MA/06	\$1000
MA/12	\$1000
MA/18	\$1000
MA/24	\$1000

# **Course Approval and Application for Credit Stipends**

Please read the instructions carefully before submitting this form.

The requirements for the approval of Credit Stipends are outlined in the Monticello Teaching Staff Policies and Handbook.

# STEP 1 – FORM A or A1 – Obtain Prior Approval

Complete the attached FORM A – PRIOR APPROVAL FOR CLASSES TO BE APPLIED TOWARD CREDIT STIPENDS

Complete FORM A1 – PRIOR APPROVAL FOR CREDIT STIPEND ADVANCEMENT. Submit the completed form to the District Administrator **BEFORE** you commit to taking the class. You should receive an answer within seven school days.

# STEP 2 – FORM B– Verify You Have Completed the Class

Form B should be completed and returned to the District Administrator immediately upon completion of course work in order to ensure payroll accuracy. For summer school courses, Form B should be returned to the District Administrator by **August 15**<sup>th</sup>. This is necessary because the first payroll for teachers is generally run before the return to school.

Submit a transcript or grade report to the District Administrator as soon as possible after completion of the course. Please be advised that failure to submit adequate verification of credits earned by **September 30**<sup>th</sup> may result in a return to the previous salary placement and an immediate salary correction.

# Please note:

The District does not track the accumulation of credits. If you believe you are entitled to a credit stipend advancement based on your accumulated credits, please note this clearly on forms A and B.

# PRIOR APPROVAL FOR CLASSES TO BE APPLIED TOWARD ADVANCEMENT FOR CREDIT STIPENDS

Name		
Today's Date		
Name of Institution		
Course Name	Anticipated Start and End Dates	Credits
How do these courses apply to	oward an advanced degree in your teaching area	?
Do you anticipate completion	of these credits will qualify you for a credit stip	end? Be specific.
Approved	Refused	

Administrator Signature		Date
(One copy returned to applicant and original to the District Bookkeeper.)		
		FORM B
VERIFICAT	ION OF COURSE COMPLETION	N
Name		
Today's Date		
Course Name	Status	Credits Completed
If you have not completed courses ap	pproved on Form A (attached), please	explain below:
Do you believe completion of these	credits qualifies you for a credit stiper	nd? Explain below.

Please provide a transcript or grade report to verify credits earned as soon as possible.

# Return this form to the District Administrator

# **Employee Acceptable Use Agreement**

# **EMPLOYEE NAME**

I, the undersigned employee of the	Monticello School District	
have reviewed Board Policy 7540	, 04, Staff Technology Acceptable Use and Safety and agree	to
the terms and conditions set forth.		
Signed:	Date:	
This agreement	hall be valid from the date of signature to the	
firsi	day of the following school year.	

# **Student Privacy and Parental Access to Information**

2416

The Board respects the privacy rights of parents and their children. No student shall be required, as a part of the school program or the District's curriculum, without prior written consent of the student (if an adult, or an emancipated minor) or, if an unemancipated minor, his/her parents, to submit to or participate in any survey, analysis, or evaluation that reveals information concerning:

- A. political affiliations or beliefs of the student or his/her parents;
- B. mental or psychological problems of the student or his/her family;
- C. sex behavior or attitudes;
- D. illegal, anti-social, self-incriminating or demeaning behavior;
- E. critical appraisals of other individuals with whom respondents have close family relationships;
- F. legally recognized privileged and analogous relationships, such as those of lawyers, physicians, and ministers;
- G. religious practices, affiliations, or beliefs of the student or his/her parents; or
- H. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program).

The District Administrator shall establish procedures to provide parents with the opportunity to inspect any materials created by a third party used in conjunction with any such survey, analysis, or evaluation before the survey/evaluation is administered or distributed by the school to the student. The parent will have access to the survey/evaluation within a reasonable period of time after the request is received by the building principal.

Consistent with parental rights, the Board directs building and program administrators to:

- A. notify parents in writing of any surveys, analyses, or evaluations, which may reveal any of the information, as identified in A-H above, in a timely manner, and which allows interested parties to request an opportunity to inspect the survey, analysis, or evaluation; and the administrator to arrange for inspection prior to initiating the activity with students;
- B. allow the parents the option of excluding their student from the activity;
- C. report collected data in a summarized fashion which does not permit one to make a connection between the data and individual students or small groups of students;

D. treat information as identified in A-H above as any other confidential information in accordance with Policy 8350.

For the privacy of students whose parents request that they not take part in the survey, arrangements will be made prior to the time period when the survey will be given, for the student(s) to go to a supervised location where under the supervision of a staff member the student will be provided with an alternate activity.

The Board shall not collect or use personal information obtained from students or their parents for the purpose of marketing or for selling that information.

The District Administrator is directed to provide notice directly to parents of students enrolled in the District of the substantive content of this policy at least annually at the beginning of the school year, and within a reasonable period of time after any substantive change in this policy. In addition, the District Administrator is directed to notify parents of students in the District, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when the administration of any survey by a third party that contains one or more of the items described in A through H above are scheduled or expected to be scheduled.

The notice shall provide the following:

- A. Notice of the specific or approximate dates during the school year when the following activities are scheduled or expected to be scheduled:
  - 1. activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose)
  - 2. the administration of any survey by a third party that contains one or more of the items described in A through H above
- B. The opportunity for the parents to opt their child(ren) out of participation in any survey involving any of the items above.

# **Parent Rights - Inspection of Materials**

Parents have the right to inspect, upon request, any instructional material used as part of the educational curriculum of the student. The parent will have access to the instructional material within a reasonable period of time after the request is received by the building principal. The term instructional material means instructional content that is provided to a student, regardless of its format, including printed and representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or assessments.

For purposes of this policy, the term "parent" includes a legal guardian or other person standing in loco parentis (such as grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child).

#### **Student Records**

8330

In order to provide appropriate educational services and programming, the Board must collect, retain, and use information about individual students. Simultaneously, the Board recognizes the need to safeguard students' privacy and restrict access to students' personally identifiable information.

Except for data identified by policy as "directory data," student "personally identifiable information" includes, but is not limited to: the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.

The Board is responsible for the records of all students who attend or have attended schools in this District. Only records mandated by the State or Federal government and/or necessary and relevant to the function of the School District or specifically permitted by this Board will be compiled by Board employees.

In all cases, permitted, narrative information in student records shall be objectively-based on the personal observation or knowledge of the originator.

Student records shall be available only to students and their parents, eligible students, designated school officials who have a legitimate educational interest in the information, or to other individuals or organizations as permitted by law.

# **Address Confidentiality Program**

Students who are verified participants in the Safe at Home/Address Confidentiality Program administered by the Wisconsin Department of Justice shall be permitted to use their substitute assigned address for all District purposes. The Board shall refrain from including the student's actual/confidential residential address in any student records or files (including electronic records and files) or disclosing the student's actual/confidential residential address when releasing student records. The Board shall only list the address designated by the Wisconsin Department of Justice to serve as the student's address in any student records or files, including electronic

records and files. Further, the Board shall use the student's substitute assigned address for any and all communications and correspondence between the Board and the parent(s) of the student (or adult student). The student's actual/confidential residential address shall be maintained in a separate confidential file that is not accessible to the public or any employees without a legitimate purpose. The intentional disclosure of a student's actual/confidential residential address is prohibited.

The Board may enter into a memorandum of understanding with a county department under State statutes (s. 46.215, 46.22 or 46.23) or a tribal organization, as defined under Federal law, that permits disclosure of information contained in student records as provided under State law in cases in which the student's parent, if the student is a minor or the student, if the student is an adult, does not grant permission for such disclosure.

The term "parents" includes legal guardians or other persons standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child). The term "eligible student" or "adult student" refers to a student who is eighteen (18) years of age or older.

Both parents shall have equal access to student records unless stipulated otherwise by court order or law. In the case of adult students, parents may be allowed access to the records without the student's consent, provided the student is considered a dependent under section 152 of the Internal Revenue Code, and provided that the student has not made a written request to the District that his/her parents not be permitted access to personally identifiable information from his/her records.

A school official is a person employed by the Board as an administrator, supervisor, teacher/instructor (including substitutes), or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Board; a person or company with whom the Board has contracted to perform a special task (such as an attorney, auditor, or medical consultant); a contractor, consultant, volunteer or other party to whom the Board has outsourced a service otherwise performed by Board employees (e.g. a therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his/her tasks (including volunteers).

"Legitimate educational interest" is defined as a "direct or delegated responsibility for helping the student achieve one (1) or more of the educational goals of the District" or if the record is necessary in order for the school official to perform an administrative, supervisory, or instructional task or to perform a service or benefit for the student or the student's family. The Board directs that reasonable and appropriate methods (including but not limited to physical and/or technological access controls) are utilized to control access to student records and to make certain that school officials obtain access to only those education records in which they have a legitimate educational interest.

The Board authorizes the administration to:

- A. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a private or public school or school district in which a student of this District is enrolled, seeks or intends to enroll, or is instructed to enroll, on a full-time or part-time basis, upon condition that:
  - a reasonable attempt is made to notify the student's parent or eligible student of
    the transfer (unless the disclosure is initiated by the parent or eligible student; or
    the Board's annual notification Form 8330 F9 includes a notice that the Board
    will forward education records to other agencies or institutions that have
    requested the records and in which the student seeks or intends to enroll or is
    already enrolled so long as the disclosure is for purposes related to the student's
    enrollment or transfer);
  - 2. the parent or eligible student, upon request, receive a copy of the record;
  - 3. the parent or eligible student, upon request, has an opportunity for a hearing to challenge the content of the record; and
  - 4. no later than the next working day, the District shall transfer to another school, including a private or tribal school, or school district, all student records relating to a specific student if the transferring school district or private school has received written notice from the student if s/he is an adult or his/her parent or guardian if the student is a minor that the student intends to enroll in the other school or school district or written notice from the other school or school district that the student has enrolled or from a court that the student has been placed in a juvenile correctional facility, as defined in s. 938.02(10p), or a secured residential care center for children and youth, as defined in s. 938.02(15g);

In this subsection, "school" and "school district" include any juvenile correctional facility, secured residential care center for children and youth, adult correctional institution, mental health institute, or center for the developmentally disabled that provides an educational program for its residents instead of, or in addition to, that which is provided by public, private, and tribal schools.

- B. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a juvenile detention facility in which the student has been placed, or a juvenile court that has taken jurisdiction of the student;
- C. disclose student records that are pertinent to addressing a student's educational needs to a caseworker or other representative of the department of children and families, a county department under s. 46.215, 46.22, or 46.23, or a tribal organization, as defined in 25 USC 450b(L), that is legally responsible for the care and protection of the student, if the caseworker or other representative is authorized by that department, county department, or tribal organization to access the student's case plan;

- D. provide "personally-identifiable" information to appropriate parties, including parents of an eligible student, whose knowledge of the information is necessary to protect the health or safety of the student or other individuals, if there is an articulable and significant threat to the health or safety of a student or other individuals, considering the totality of the circumstances;
- E. report a crime committed by a child to appropriate authorities, and, with respect to reporting a crime committed by a student with a disability, to transmit copies of the student's special education and disciplinary records to the authorities for their consideration;
- F. release de-identified records and information in accordance with Federal regulations;
- G. disclose personally identifiable information from education records, without consent, to organizations conducting studies "for, or on behalf of" the District for purposes of developing, validating or administering predictive tests, administering student aid programs, or improving instruction;

Information disclosed under this exception must be protected so that students and parents cannot be personally identified by anyone other than a representative of the organization conducting the study, and must be destroyed when no longer needed for the study. In order to release information under this provision, the District will enter into a written agreement with the recipient organization that specifies the purpose of the study.

This written agreement must include: (1) specification of the purpose, scope, duration of the study, and the information to be disclosed; (2) a statement requiring the organization to use the personally identifiable information only to meet the purpose of the study; (3) a statement requiring the organization to prohibit personal identification of parents and students by anyone other than a representative of the organization with legitimate interests; and (4) a requirement that the organization destroy all personally identifiable information when it is no longer needed for the study, along with a specific time period in which the information must be destroyed.

While the disclosure of personally identifiable information without consent is allowed under this exception, it is recommended that whenever possible the administration either release de-identified information or remove the students' names and social security identification numbers to reduce the risk of unauthorized disclosure of personally identifiable information.

H. disclose personally identifiable information from education records without consent, to authorized representatives of the Federal government, as well as State and local educational authorities;

The disclosed records must be used to audit or evaluate a Federal or State supported education program, or to enforce or comply with Federal requirements related to those

education programs. A written agreement between the parties is required under this exception.

This written agreement must include: (1) designation of the receiving entity as an authorized representative; (2) specification of the information to be disclosed; (3) specification that the purpose of the disclosure is to carry out an audit or evaluation of a government-supported educational program or to enforce or comply with the program's legal requirements; (4) a summary of the activity that includes a description of methodology and an explanation of why personally identifiable information is necessary to accomplish the activity; (5) a statement requiring the organization to destroy all personally identifiable information when it is no longer needed for the study, along with a specific time period in which the information must be destroyed; and (6) a statement of policies and procedures that will protect personally identifiable information from further disclosure or unauthorized use.

Under the audit exception, the District will use "reasonable methods" to verify that the authorized representative complies with FERPA regulations. Specifically, the District will verify, to the greatest extent practicable, that the personally identifiable information is used only for the audit, evaluation or enforcement of a government-supported educational program. The District will also ascertain the legitimacy of the audit or evaluation and will only disclose the specific records that the authorized representative needs. Further, the District will require the authorized representative to use the records only for the specified purpose and not to disclose the information any further, such as for another audit or evaluation. Finally, the District will verify that the information is destroyed when no longer needed for the audit, evaluation or compliance activity.

I. request each person or party requesting access to a student's record to abide by Federal regulations and State laws concerning the disclosure of information.

The Board will comply with a legitimate request for access to a student's records within a reasonable period of time but not more than forty-five (45) days after receiving the request or within such shorter period as may be applicable to students with disabilities. Upon the request of the viewer, a record shall be reproduced, unless said record is copyrighted, or otherwise restricted, and the viewer may be charged a fee equivalent to the cost of handling and reproduction. Based upon reasonable requests, viewers of education records will receive explanation and interpretation of the records.

The Board shall maintain a record of each request for access and each disclosure of personally identifiable information. Such disclosure records will indicate the student, person viewing the record, their legitimate interest in the information, information disclosed, date of disclosure, and date parental/eligible student consent was obtained (if required).

Only "directory information" regarding a student shall be released to any person or party, other than the student or his/her parent, without the written consent of the parent, or, if the student is an eligible student, without the written consent of the student, except as provided by applicable law.

#### **DIRECTORY INFORMATION**

Each year the District Administrator shall provide a public notice to students and their parents of the District's intent to make available, upon request, certain information known as "directory information." The Board designates as student "directory information":

- A. a student's name;
- B. photograph;
- C. participation in officially recognized activities and sports;
- D. date of graduation;
- E. degrees and awards received.

Parents and eligible students may refuse to allow the Board to disclose any or all of such "directory information" upon written notification to the Board within fourteen (14) days after receipt of the District Administrator's annual public notice or enrollment of the student into the District if such enrollment occurs after the annual public notice. Any parent or eligible student who refuses to allow disclosure of directory data and who participates in the extra-curricular activity must complete a Parent Acknowledgement of Risk and Release, which includes a limitation on the refusal to disclose directory information obtained during the course of the student's participation in extra-curricular activities.

In accordance with Federal and State law, the Board shall release the names, addresses, and telephone listings of secondary students to a recruiting officer for any branch of the United States Armed Forces or an institution of higher education who requests such information. A secondary school student or parent of the student may request in writing that the student's name, address, and telephone listing not be released without prior consent of the parent(s)/eligible student. The recruiting officer is to sign a form indicating that "any information received by the recruiting officer shall be used solely for the purpose of informing students about military service and shall not be released to any person other than individuals within the recruiting services of the Armed Forces." The District Administrator is authorized to charge mailing fees for providing this information to a recruiting officer.

Whenever consent of the parent(s)/eligible student is required for the inspection and/or release of a student's health or education records or for the release of "directory information," either parent may provide such consent unless agreed to otherwise in writing by both parents or specifically stated by court order. If the student is under the guardianship of an institution, the District Administrator shall appoint a person who has no conflicting interest to provide such written consent.

The Board may disclose "directory information," on former students without student or parental consent unless the parent or eligible student previously submitted a request that such information not be disclosed without their prior written consent.

The Board shall not collect or use personal information obtained from students or their parents for the purpose of marketing or for selling that information.

# INSPECTION OF INFORMATION COLLECTION INSTRUMENT

The parent of a student or an eligible student has the right to inspect upon request any instrument used in the collection of personal information before the instrument is administered or distributed to a student. Personal information for this section is defined as individually identifiable information including a student or parent's first and last name, a home or other physical address (including street name and the name of the city or town), a telephone number, or a Social Security identification number. In order to review the instrument, the parent or eligible student must submit a written request to the building principal at least fourteen (14) business days before the scheduled date of the activity. The instrument will be provided to the parent or eligible student within fourteen (14) business days of the principal receiving the request.

The District Administrator shall directly notify the parent(s) of a student and eligible students, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

This section does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as the following:

- A. college or other postsecondary education recruitment, or military recruitment;
- B. book clubs, magazine, and programs providing access to low-cost literary products;
- C. curriculum and instructional materials used by elementary and secondary schools;
- D. tests and assessments used by elementary and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
- E. the sale by students of products or services to raise funds for school-related or education-related activities;
- F. student recognition programs.

The Board authorizes the use of the microfilm process or electromagnetic processes of reproduction for the recording, filing, maintaining, and preserving of records.

No liability shall attach to any member, officer, or employee of this Board as a consequence of permitting access or furnishing student records in accordance with this policy and regulations.

Any entity receiving personally identifiable information pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Further, such an entity must enter into a written contract with the Board delineating its responsibilities in safeguarding the disclosed information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the personally identifiable information will not be redisclosed without prior authorization from the Board. Further, the entity conducting the study, audit, evaluation or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the timeframe for the activity has ended, as specified in its written agreement with the Board.

# Equity Coordinator/Pupil Services Director 938-2797

Submit a copy of this complaint to your principal, immediate supervisor or the Equity Coordinator/ Director of Pupil Services. The person receiving the complaint will sign and date the complaint. One copy of the signed form will be returned to the complainant; one copy will be sent to the school, department or individual named as the responsible party; and one copy will be retained by the individual investigating the complaint.

#### SCHOOL DISTRICT OF MONTICELLO

# ACKNOWLEDGMENT OF RECEIPT OF

#### 2022 - 2023 MONTICELLO TEACHING STAFF POLICIES AND HANDBOOK

I acknowledge that I have reviewed a copy of the School District of Monticello Teaching Staff Policies and Handbook (Handbook). This Handbook is available to me on Google Docs, posted on the district website under "Staff" and stored in the Staff folder on the shared drive.

I understand that it is my responsibility to read the Handbook thoroughly. If there are any policies or provisions provided to me that I do not understand, I will seek clarification from my immediate supervisor. I understand that this Handbook states the School District of Monticello's policies and procedures in effect on the date of publication. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time, with or without prior notice.

I further understand that nothing contained in the Handbook may be construed as creating a guarantee of future employment, future benefits or a binding contract with the School District of Monticello for employment or benefits or for any other purpose. I understand that nothing contained in the Handbook may be construed as changing my employment status. I understand that except as may be provided by a contrary provision in an applicable collective bargaining agreement, an individual written employment agreement approved by the School Board, or a Board Policy, or a policy contained herein, my employment is at will and my employment may be terminated at any time for any reason, with or without cause and with or without notice, at the option of the District or at my option.

I understand that I must sign and date a copy of this receipt and return it to the district office, and that failure to do so may result in my immediate termination.

Employee Signature:	
D	
Print Employee Name: _	
Date:	