## Rib Lake School District

# Employee Handbook

Approved: June 2013

**Amended:** 

(previous: May 2014, June 2015, June 2016, June 2017, May 2018, June 2019, June 2020, May 2021, June 2022, July 14, 2022, May 11,

2023)



Together for Children

#### EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGMENT

(Note: Employees sign an electronic version of this annually – SafeSchools Staff Training Online System)

I acknowledge that I have received and read the Rib Lake School District Employee Handbook and understand the provisions contained herein. I understand that the contents of this handbook may be altered following approval by the Rib Lake School Board. Any changes made in this Handbook will be brought to the attention of all employees and will be approved by the school board.

I further understand that the Employee Handbook and any other provisions contained therein do not constitute a guarantee of employment or an employment contract, expressed or implied.

PRINT FULL NAME:		
EMPLOYEE SIGNATURE:		
DATE:		
WITNESS.		

#### PURPOSE OF HANDBOOK

Each employee is a valued staff member and has an integral part in accomplishing the school district mission of working and communicating as a team to provide a safe and positive environment for ALL students. By providing a quality education that promotes optimal academic and emotional growth, we empower individuals to become caring, competent, responsible citizens enabling them to succeed in an ever-changing world. To help guide our working relationship, this Handbook has been provided as a method of communicating guidelines and information. Its purpose is to familiarize employees with the personnel policies of the Rib Lake School District (District).

The Rib Lake School District has designed this Employee Handbook to acquaint you with the School District's employment policies. Nothing in the Handbook is intended to create an express or implied contract of employment with the School District.

The Rib Lake Board of Education reserves the right to revise, add, subtract, correct, delete or update any part or all of the materials in this Handbook. Any changes made in this Handbook will be brought to the attention of all employees.

It is your responsibility to read the Handbook carefully and become familiar with its contents and requirements. The board encourages all employees who have a question about a particular provision of the Handbook to discuss the matter with their immediate supervisor, or if necessary, the District Administrator.

#### **TABLE OF CONTENTS**

COMMON LANGUAGE	PAGE
District's Mission, Vision, & Core Values Statement	8
Administration	
<ul> <li>Policy Governance Statement</li> </ul>	8
Administration	8
Employee Status	9
<b>General Employment Practices And Expectations</b>	
Acceptable Internet Use	10
Accident Reporting	10
Attendance	10
Background Check	11
Code of Ethics	11
Confidentiality	12
District Expectations	12
Email/Voice Mail	12
Employee Conduct	12
Employee Discipline & Termination	13
Employee Privacy Policy	13
Environmental Notice	14
Equal Opportunity/Nondiscrimination	14
Fair Labor Standards Act	14
Grievance Procedure	15
Licensure/Certification	15
Mandatory Reporters	15
Mileage	15
Obligation to Report Criminal Record	15
Pay Periods	16
Personal Appearance	16
Personal Property	16
Personnel File	16
Position Description	17
Reasonable Accommodation	17
Reduction in Force/Layoff	17
Required Training	17
Safety and Health	17
School Calendar	18
School Cancellation	18

• S		
	exual and Other Unlawful Harassing Conduct	18
Use of School Property/Facilities		20
<ul> <li>Vacancies, Assignments, and Transfers</li> </ul>		20
Worker's Compensation		21
Workplace Violence Protection		21
Benefits		
• D	Pental Insurance	22
• H	Iealth Insurance	22
• (	Continuation of Benefits	22
• F	lexible Spending Account	22
• L	ife Insurance	22
• L	ong Term Disability Insurance	23
• S	alary Deferrals/403(b) Plan	23
• S	hort-term Disability Insurance	23
Recogniz	ted Absences From Work	
	Compassionate Care Leave	23
	Emergency Leave	23
	amily Medical Leave	23
	Suneral Leave	24
	ury/Civic Duty	24
- 0		
• I	Innaid Leave	1 24
• [	Inpaid Leave	24
• U	PROFESSIONAL STAFF	24
		24
Benefits	PROFESSIONAL STAFF	
Benefits  • In	PROFESSIONAL STAFF  Insurance: Continuation of Benefits	25
Benefits  • In  • S	PROFESSIONAL STAFF  Insurance: Continuation of Benefits ick Leave Payout	25 25
Benefits  In	PROFESSIONAL STAFF  Insurance: Continuation of Benefits	25
Benefits  • In  • S  • C	PROFESSIONAL STAFF  Insurance: Continuation of Benefits Ick Leave Payout Cash-in-Lieu of Insurance	25 25
Benefits  In S Calendar	PROFESSIONAL STAFF  Insurance: Continuation of Benefits ick Leave Payout Cash-in-Lieu of Insurance  T, Hours And Compensation	25 25 25 25
Benefits  In S C Calendar A	PROFESSIONAL STAFF  Insurance: Continuation of Benefits ick Leave Payout Cash-in-Lieu of Insurance  Tr., Hours And Compensation attendance at School Events	25 25 25 25 25
Benefits	PROFESSIONAL STAFF  Insurance: Continuation of Benefits Ick Leave Payout Cash-in-Lieu of Insurance  Tr., Hours And Compensation Insurance at School Events Insurance Statement S	25 25 25 25 25 25
Benefits	PROFESSIONAL STAFF  Insurance: Continuation of Benefits ick Leave Payout Cash-in-Lieu of Insurance  Tr., Hours And Compensation attendance at School Events	25 25 25 25 25
Benefits  In S C Calendar A H V	PROFESSIONAL STAFF  Insurance: Continuation of Benefits Ick Leave Payout Cash-in-Lieu of Insurance  Tr., Hours And Compensation Insurance at School Events Insurance Statement S	25 25 25 25 25 25
Benefits  In S C Calendar A Professio	PROFESSIONAL STAFF  Insurance: Continuation of Benefits ick Leave Payout Cash-in-Lieu of Insurance  Tr., Hours And Compensation Attendance at School Events Hourly Subbing Work Day	25 25 25 25 25 25
Benefits	PROFESSIONAL STAFF  Insurance: Continuation of Benefits Ick Leave Payout Cash-in-Lieu of Insurance  Tr., Hours And Compensation Insurance at School Events Iourly Subbing Vork Day  Ional Growth And Development	25 25 25 25 25 25 25 25
Benefits	PROFESSIONAL STAFF  Insurance: Continuation of Benefits  ick Leave Payout  Cash-in-Lieu of Insurance  T, Hours And Compensation  Attendance at School Events  Hourly Subbing  Work Day  Insurance  Insurance  Total Growth And Development  Initial Educators/Mentor Program	25 25 25 25 25 25 25 25
Benefits	PROFESSIONAL STAFF  Insurance: Continuation of Benefits ick Leave Payout Cash-in-Lieu of Insurance  Tr., Hours And Compensation Attendance at School Events Hourly Subbing Work Day  Ional Growth And Development Initial Educators/Mentor Program Professional Development	25 25 25 25 25 25 25 25 26 26
Benefits  In S C Calendar A H V Professio In P P Recogniz	PROFESSIONAL STAFF  Insurance: Continuation of Benefits lick Leave Payout Cash-in-Lieu of Insurance  Tr., Hours And Compensation Lattendance at School Events Lourly Subbing Vork Day  Insurance  Insurance  Tr., Hours And Compensation Lourly Subbing  Lourl	25 25 25 25 25 25 25 25 26 26

Retirement Benefits	2=
Eligibility	27
Benefits	27
Notice to District	28
Teaching Assignments	2.0
Assignments and Transfers	29
Compensation	29
Non-Renewal	29
Teacher Evaluation	29
CLASSIFIED SUPPORT STAFF	
CLASSIFIED SULLOKT STAFF	
Compensation And Hours	
• Compensation	30
Compensation     Compensatory Time	30
Hours of Work	30
Lunch and Breaks	30
Overtime	30
Regular Work Week	30
Togaim Holk Hook	
Benefits	
Cash-in-Lieu of Insurance	31
Continuation of Benefits	31
Recognized Absences From Work	
<ul> <li>Holidays</li> </ul>	31
Personal Leave	32
Sick Leave	32
• Vacation	32
Retirement Benefits	
Notice to the District	33
• Notice to the District	33
Support Staff Evaluations	33
SEASONAL, PROJECT, SUBSTITUTE, TEMPORARY, CASUAL EMPLOYEES	
Substitute Compensation	34
Certification	34
• Seasonal	34

APPENDICES	
Appendix A: Staff Complaints and Grievances Procedure	35
Appendix B: Employment Discrimination Complaint Procedures	40
Appendix C: Family & Medical Leave Guidelines	42
Appendix D: Support Staff Wage Schedule	49
Appendix E: Extra-Curricular Pay Schedule	50
Appendix F School Calendar	52
Appendix G: Employment Posters	53

#### DISTRICT MISSION, VISION, & CORE VALUES STATEMENT

**Mission:** It is the Mission of the School District of Rib Lake to provide the highest quality education for every student in a responsive, enriching environment.

**Vision:** The Vision of the School District of Rib Lake is that every student will develop a passion for learning and graduate with skills and knowledge to achieve personal success.

**Core Values**: The following core values are clearly understood and shared by every member of the Rib Lake school community:

- Students are the Top Priority We value high expectations for all students as they grow socially, emotionally and academically to become productive, responsible members of society.
- **Staff Commitment to Excellence** We value a strong commitment to provide passionate, knowledgeable, collaborative and skillful educators.
- **Community/School Relationships** We value strong community/school partnerships.
- Next Generation Skills We value skills in communication, critical thinking, collaboration, and creativity.
- Quality Facilities and Equipment We value purposeful, effective, well-maintained, and safe facilities and equipment.

#### **ADMINISTRATION**

#### **Policy Governance Statement**

The Rib Lake School Board governs the School District solely through its policies, which are divided into the following sets:

- A. Results Policies that set goals and expectations for the District.
- B. Executive Limitations Policies that set constraints for the District Administrator. The Board delegates to the District Administrator broad authority to manage the District within the constraints of these policies.
- C. Board-District Administrator Relations Policies that define how the Board interacts with the District Administrator.

In addition, the Board sets policies regarding its own function through its Governance Process and Operating Procedures/Policies.

This Employee Handbook is approved by the School Board, in compliance with these policies. The daily operations of the School District are under the authority of the District's Administration.

#### Administration

The District Administrator shall be responsible for ensuring the efficient and effective implementation and the administration of not only the policies and procedures outlined in this Handbook but implementation of the policies and resolutions as adopted by the School Board. The District Administrator may delegate such functions as deemed necessary for the effective and efficient implementation of this system.

The District Administrator or his/her delegate shall develop administrative procedures to implement the policies and procedures within this handbook.

#### **EMPLOYEE STATUS**

This Employee Handbook is intended to apply to all employees of the Rib Lake School District. Specific designations will be made regarding the applicability of provisions to specific employee groups. Generally, employees will be defined by terms similar to the following:

Administrators: Administrators are defined as persons who are required to have a contract under 118.24 Wisconsin Statutes and any other individual given an administrator contract by the Board of Education.

At-Will Employees: Any employee who does not have an active individual contract of employment with the School District of Rib Lake as an "At-will" employee of the district.

Professional Staff: Certified employees are required to hold appropriate licensure or certification issued by the Wisconsin Department of Public Instruction under 118.21 and 118.22 Wisconsin Statues, but does not include individuals employed as special education assistants, instructional assistants, or other student learning assistants. Professional staff are considered full-time-who are regularly scheduled to work at least thirty (30) hours per week during the academic school-term. Professional staff are considered part-time who are regularly scheduled to work fewer than thirty (30) hours per week during the academic school-term.

Casual Employees: Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.

Classified Support Staff: Classified Support staff are regular employees other than professional staff and administrators.

- Full-time twelve-month Support Staff. Employees who are regularly scheduled to work at least 30 hours per week and is scheduled for all work days of the year on a twelve-month basis exclusive of paid holidays, vacations, and sick leave usage (includes grandfathered employees).
- Part-time twelve-month Support Staff. Employees who are regularly scheduled to work fewer than 30 hours per week on a twelve-month basis.
- Full-time school term Support Staff. Employees who are regularly scheduled to work at least thirty (30) hours per week during the academic school-term. This may include specified periods of time prior to the start of the school year and after school closes and employees who work extended contracts beyond the academic school-term.
- Part-time school term Support Staff. Employees who are regularly scheduled to work fewer than thirty (30) hours per week, during the academic school-term. This includes employees who work extended contracts beyond the academic school-term.

Exempt Employment: Exempt employees are exempt from the Fair Labor Standards Act (FLSA) requirements for overtime compensation. Generally, certified staff, administrators, managers and supervisors are exempt under FLSA regulations.

Non-exempt Employment: Non-exempt employees are assigned an hourly wage and are impacted by the Fair Labor Standards Act (FLSA).

Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District.

Substitute Employees: Substitutes are casual employees hired to replace a regular employee during the regular employee's leave of absence.

Summer School Employees: Summer school employees are those employees who work for the District during the summer school session and are considered casual employees. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.

Temporary/Casual Employees: Temporary employees are casual employees hired for a specific project or purpose for a specific length of time. A temporary employee has no expectation of continued employment.

#### GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

The following delineation of employment practices is for informational purposes and is not intended to be an exhaustive list of all employment expectations that may be found in other applicable Board policies, work rules, job descriptions, operating procedures, common practices of educational establishments and legal obligations.

#### **Acceptable Internet Use**

The District supports the right of staff to have reasonable access to various information formats and believes it incumbent upon staff to use this privilege in an appropriate and responsible manner. Staff must realize that use of electronic information resources is a privilege, not a right. Violations of the procedures or rules will result in appropriate disciplinary action up to and including written reprimand, suspension without pay and/or discharge. The District shall develop and maintain appropriate procedures which provide guidance to staff that have access to electronic media and its appropriate use in the District's Acceptable Use Policy (BP 522.7) which must be signed by all employees.

For a full understanding of staff use of the internet, refer to Rib Lake School District policy 522.7 Staff Acceptable Use of Technology and Communication Resources, 522.7 Rule Staff Acceptable Use of Technology Guidelines, 522.71 Staff Use of Social Media, and 522.72 Use of Mobile Phones (if applicable).

#### **Accident Reporting**

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal or supervisor immediately. Reports shall cover property damage as well as personal injury. A completed accident report form must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. This includes self-reporting of staff if injured while carrying out District duties (see Safety & Health).

#### **Attendance**

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule, reporting on time to the first building where instruction is to occur. In order for schools to operate effectively, employees are expected to perform all assigned duties and work

all scheduled hours during each designated workday, unless the employee has received approved leave. Employees who are unable to report to work shall follow the applicable procedures for reporting their absence. Failure to notify the District of an absence or failure to report to work could result in disciplinary action up to and including termination. Employees shall be proactive in scheduling appointments during non-work hours or, if not possible, at times that cause the least amount of disruption to the educational process.

#### **Background Checks**

The District will conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken:

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

Offers of employment are contingent upon the results of background checks. Employment will be offered pending the return and disposition of background checks. Volunteers are also required to complete a background check. Individuals given an offer of employment are required to file, on forms provided by the District, a statement identifying whether the applicant:

- has been convicted of a misdemeanor or felony in this state or any other state or country; and
- has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal.

Falsifying information shall be grounds for termination of employment. Further, all persons given an offer of employment shall:

- agree to the release of all investigative records for examination for the purpose of verifying the accuracy of criminal information; and
- if requested, supply a fingerprint sample and submit to criminal history records check.

#### **Code of Ethics**

Integrity is expected and required of every employee. Integrity is an essential element of every transaction with other employees, suppliers and customers. Integrity is equally important in the accuracy of our public relations, in the recording of our business transactions, and in the performance of our service.

The District is committed to conducting its business affairs in accordance with the law and the highest ethical standards at all times. The reputation we enjoy is determined by the example set by management and the character and good judgment of each employee. All employees are expected to conduct themselves in the highest ethical manner.

- Employees are to treat others without regard to race, gender, color, religion, national origin, age, disability, sexual orientation, or marital status.
- Employees are to perform their duties with honesty and integrity.
- Employees are to exercise independent judgment free from any outside influence.
- Employees are to do their utmost to comply with all applicable laws and regulations of federal, state, and local governments.
- Employees are encouraged to promptly report any discriminatory behavior, sexual harassment,

illegal activities, or other violations of this code.

- Management will take reasonable measures to protect the reporting employee from any retaliatory, harassing, or abusive behavior.
- Management at all levels is responsible for adherence to these principles and will vigorously pursue all appropriate remedies where these principles are violated.

If you become aware of any violation of this code or are uncertain as to the appropriate action that shall be taken, we encourage you to promptly report the situation to your supervisor or District Administrator.

#### **Confidentiality**

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the building principal or District Administrator.

#### **District Expectations**

The District expects its employees to produce quality work, maintain confidentially, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, students, and the public. The District expects employees to comply with established standards of conduct, all applicable Board policies, administrative rules, supervisor directives, established procedures, work rules, job descriptions, terms of this handbook, and legal obligations. Violation may result in disciplinary action, including termination of employment.

The District expects its employees to refrain from conducting activities during work time that are not associated with their assigned duties and responsibilities.

#### E-mail/Voice Mail

The District expects employees to check their email and voice mail at least once per day whenever scheduling allows. The District also expects employees to respond to messages concerning District business in a timely manner.

#### **Employee Conduct**

To ensure orderly operations and provide the best possible work environment, the District expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

Listed below are some of the rules and regulations of the District. This list shall not be viewed as being all-inclusive. Types of behavior and conduct that the District considers inappropriate and which could lead to disciplinary action up to and including termination of employment without prior warning at the sole discretion of the District include, but are not limited to, the following:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol, controlled substances or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment

- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Possession or use of tobacco on school property
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from workstation during the workday
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Unauthorized disclosure of proprietary or confidential information

#### **Employee Discipline and Termination**

Employee "Discipline" and "Termination" have been defined in <u>Appendix A of this *Handbook: Employee*</u> *Grievance Procedure*.

An employee may be disciplined or terminated for good and sufficient reason, which means that there is a factual basis for the discipline or termination; that the evidence supports a finding that the employee's action/inaction warrants disciplinary action; that the discipline or termination is not wholly frivolous or inconsequential; and that the disciplinary penalty (which includes termination) is reasonable given the employee's action/inaction. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*.

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the employee shall have the right to representation if he or she requests such representation. In the event the employee chooses to have representation, the meeting may not be unreasonably delayed, which the District shall determine, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

#### **Employee Privacy Policy**

The District is sensitive to the need of protecting the personal and private information of applicants and employees. It is our policy to ensure that unauthorized individuals do not have access to such information. Employees shall provide personal data at hiring and throughout their employment, for the purpose of compensation, fringe benefits and other human resource-related tasks. When such data is requested, or as soon as possible thereafter, the District will notify its employees about the purposes for which such data is collected and used.

Employees wishing to have personal data released, such as for employment confirmation on a loan application shall provide a written release to the party requesting the information to allow such information to be released. The employee shall also inform the District Office about any third parties who may access the personal data.

#### **Environmental Notice**

In accordance with the 2009 Wisconsin Act 96, the School District of Rib Lake has adopted an Indoor environmental Quality Management Plan. The District maintains indoor environmental quality (IEQ) with measures that include quality heating, ventilation and air conditioning systems, moisture control, integrated pest management, cleaning and maintenance schedules, appropriate materials selection, routine building inspections and appropriate training of staff.

The District encourages the prompt reporting and resolution of any and all IEQ concerns to provide a healthy and comfortable environment for students, staff and visitors. Contact the District Administrator to see a copy of the District's IEQ Plan or to report any concerns.

#### **Equal Opportunity/Nondiscrimination**

#### **Equal Opportunity**

It is the policy of the District that no person may be illegally discriminated against in employment by reason of their age, race, religion, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities. Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with District policy.

Employees should refer to Board policy #511 Equal Opportunity Employment and <u>Appendix B for</u> Employment Discrimination Complaint Procedures.

#### Nondiscrimination

If any person believes that the District or any part of the school organization has inadequately applied the principles and/or regulations of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and/or the Wisconsin Fair Employment Act WI Statute 111.31 – 111.395, or in some way discriminates on the basis of gender, sex, race, color, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, age, physical, learning, mental or emotional disability, she or he may bring forward a complaint to the District Administrator who will follow board approved complaint procedures. If accommodations are needed by an individual with a disability for any reason please contact the Rib Lake District Administrator, School District of Rib Lake, 1236 Kennedy Street, Rib Lake, WI 54470 (715) 427-3222.

#### **Fair Labor Standards Act**

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under

the Fair Labor Standards Act [FLSA]. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found in Appendix I- Employment Posters. Notification of rights under the FLSA is set forth in the employment poster section in elementary school staff lounge.

#### **Grievance Procedure**

The Board has a grievance procedure for employees. Employees should refer to Board Policy #511 Equal Employment Opportunities and Board Policy #527 Employee Grievances as well as <u>Appendix A for Employee Grievance Procedure</u>.

#### **Licensure/Certification**

Employees who are required to be licensed or certified by law must have on file in the District Office prior to the start of the school year a copy of their current license or certification which will be maintained in his or her personnel file. Employees hired with specific certifications/licenses shall keep all said licenses/certification current unless authorized, in writing, by the superintendent, or their designee, to allow the certificate/license to expire. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

#### **Mandatory Reporters**

Except as provided under Wis. Stat. § 48.981(2m), any District employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, is considered a mandatory reporter. Mandatory reporters shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department of child welfare of the facts and circumstances contributing to a suspicion of child abuse or neglect or to a belief that abuse or neglect will occur.

#### Mileage

Employees must use school vehicles, when available, for school business. In the event the employee drives their personal vehicle for pre-approved school business, they will be reimbursed at the current IRS rate at the time of the trip. Forms to be used to report mileage shall be available on the District website.

#### **Obligation to Report Criminal Record**

All District employees shall notify the District Office, as soon as possible, but no more than three calendar days, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any offense involving moral turpitude, and any of the following:

- alleged misconduct, including but not limited to, verbal, physical or sexual abuse or harassment;
- resignation, discipline or dismissal for immoral conduct or incompetence;
- revocation, suspension, denial or investigation of a professional certificate or license;
- violation of any civil, state or federal law or local ordinance for actions involving sexual conduct, physical abuse of a child and/or contributing to the delinquency of a child;
- participation in a deferred prosecution to resolve a criminal matter;
- currently on probation, parole or other court-ordered supervision in any jurisdiction;
- acquitted or found not guilty by reason of insanity, mental disease or defect, diminished mental capacity or comparable legal defense or basis of an offense involving sexual conduct or harm or threat of harm to another;

- are or have been a party to a civil settlement, award or agreement or any kind that involved an allegation concerning your conduct as an employee in an educationally related position or setting;
- crimes involving school property or funds;
- crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- crimes that occur wholly or in part on school property or at a school-sponsored activity;
- a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- a misdemeanor that violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license and driving after revocation or suspension must be reported. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report.

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

#### **Pay Periods**

Salaries will be paid on either a 20 or 26 payment basis, at the option of the employee. The first payday will be on the earliest possible Friday of school that coincides with the District's payroll and alternate Fridays, thereafter. If a payday falls during a vacation period employees will continue to receive their paychecks on the alternate Friday as described above, unless it is a Federal Holiday, then the paycheck will be the day before the Federal Holiday (example: if there is a payday during Thanksgiving break, payday would be on Friday since the Friday after Thanksgiving is not a Federal Holiday). If 26 payments are chosen, the payments will follow on alternate Fridays through August. Direct Deposit Receipts will be mailed on Thursdays prior to a pay period for casual and substitute employees. For regularly scheduled staff, the district will provide online access to direct deposit receipts through Skyward. The option of the 20 or 26 payment plan must be made prior to the first pay period of the school year and will not be subject to change once the option is made.

#### **Personal Appearance**

Employees are expected to present a professional appearance. The District expects that all employees are neat, clean, and wear appropriate attire that is in good taste and suitable for an educational setting, including casual Fridays and calendar dress days.

#### **Personal Property**

The District does not assume any responsibility for loss, theft or damages to personal property, however, employees should report such to their supervisor. The District is not liable for vandalism, theft or any damage to vehicles parked on school property.

#### **Personnel File**

A confidential personnel file is maintained for every active employee of the District in the District Office. The file is the property of the District and contains essential employee information and documents.

Employees may view the contents of their file by submitting a request to the District Office. The Superintendent's administrative assistant, or their designee, will schedule a time for the review of the file. Examination of the file must be done in the presence of the administrative assistant or their designee.

#### **Position Descriptions**

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

#### **Reasonable Accommodation**

It is the District's policy to comply with applicable laws providing for nondiscrimination in employment against individuals with disabilities. An employee who believes he/she has a disability and may require an accommodation must contact the District Administrator.

#### Reduction in Force/Layoff

If necessary to decrease the number of teachers or support staff employees or reduce workloads (partial layoff) by reason of a substantial decrease of pupil population or financial limitations within the District, the Board shall attempt to accomplish the necessary reductions through normal attrition. If this does not accomplish the reduction necessary or desired, the Board has discretion on which teacher(s) or support staff is laid off. Criteria that the District may consider in determining which teacher(s)/support staff is selected for layoff or reemployment include: educational needs of the District, experience, qualifications, licensure, performance, school involvement/contribution to the District, and training.

Reduced in time employees shall be treated as part-time employees under this *Handbook*.

#### **Required Training**

The district will periodically hold required training. For the most part, these training sessions will be held during work hours. The Rib Lake School District employs the Safe School On-line Training tool to allow for more flexibility in this area, especially in meeting mandated health, safety, and reporting requirements. All full and part time staff employed by RLSD are required to complete the assigned modules as part of their employment.

#### Safety and Health

The School Board has, as one of its primary concerns, the safety, health, and physical well-being of students and employees of the District. To meet this concern, the administration has developed appropriate safety-related initiatives and procedures, across all District facilities, programs, and operations

#### Workplace Safety

"Workplace Safety" has been defined in <u>Appendix A of this Handbook</u>: <u>Employee Grievance Procedure</u>. All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Firearms and dangerous weapons are prohibited on all property of the District, except licensed peace officers who are serving in their official capacities.

Any employee who is injured on the job shall immediately report the injury to the employee's immediate supervisor and shall complete the appropriate form(s) prior to seeking medical attention, if possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the emergency, or as soon as practicable thereafter. The employee shall cooperate fully with the District's representative in regard to investigation of any injury or accident. (See Worker's Compensation)

Any school employee who believes in good faith that there is a serious and imminent threat to the health or safety of any student, any school employee, or the public, based on a threat that has been made by an individual seen in the course of the employee's professional duties regarding violence in or targeted at a school, shall report the threat as required by state law and this policy. In particular:

- 1. The facts and circumstance contributing to the belief that there is such a serious and imminent threat shall be reported immediately, by telephone or personally, directly to a law enforcement agency.
- 2. The person making the report to law enforcement shall also immediately inform the District Administrator or building principal of the nature of the threat and circumstances. Such notice to a responsible administrator or supervisor in the District does not have to be given prior to contacting a law enforcement agency.

#### Tobacco Use

The Board of Education is committed to providing students, staff, and visitors with a tobacco and smoke-free environment. Employees shall not use tobacco (i.e., chewing tobacco, cigars, and snuff) and nicotine products (i.e., electronic cigarettes with nicotine, nicotine vaporizers, and food products with nicotine) on District premises, in District vehicles, or in the presence of students at school or school-related activities.

Exceptions are nicotine products used as part of a smoking cessation program as defined as a product that has been approved by the U.S. Food and Drug Administration for sale as a smoking cessation product or for another medical purpose (i.e., nicotine gum, nicotine skin patches).

#### Drug and Alcohol Use

Consistent with the Drug-Free Workplace Act, the Board prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any member of the staff at any time while on District property or while involved in any District-related activity or event. Any staff member who violates *Policy 522.1–Alcohol & Drug-Free Workplace* shall be subject to disciplinary action.

#### **School Year Calendar**

The School Board will determine the school year calendar. The calendar will be constructed based on the constraints of state law and the Department of Public Instruction regulations and rules.

#### **School Cancellation**

Make-up days in the event of inclement weather will be made up in the following manner: the first two days of cancellation will be forgiven and any additional days may be made up at the school board's discretion.

#### Sexual and Other Unlawful Harassing Conduct

It is the District's policy that employees and others acting on the District's behalf are entitled to respectful treatment in the workplace. Being respected means being treated honestly and professionally, with unique talents and perspectives valued. A respectful workplace is about more than compliance with the law. It is a working environment that is free of inappropriate behavior of all kinds. Employees shall understand that incidents of harassment and inappropriate behavior will not be tolerated in the District.

With respect to sexual harassment and other unlawful harassment, the District prohibits the following,

consistent with Board Policy #511 Equal Opportunity Employment and Board Policy #512 Employee Harassment & Bullying. Employees should refer to <u>Appendix B for Employment Discrimination</u> Harassment Complaint Procedures.

#### **Harassing Conduct**

Harassment is unwelcome conduct toward an individual because of his or her race, color, sex, age, sexual orientation, religion, national origin, disability, or any other legally protected status, when the conduct creates an intimidating, hostile, or offensive work environment that causes work performance to suffer or negatively affects job opportunities. Unwelcome conduct that is not necessarily based on an individual's protected status but nevertheless creates an intimidating, hostile, or offensive work environment that causes work performance to suffer or negatively affects job opportunities is also prohibited. Examples of harassment that may violate the law and will violate this policy include:

- Oral or written communications that contain offensive name-calling, jokes, slurs, negative stereotyping, or threats. This include comments or jokes that are distasteful or targeted at individuals or groups based on race, color, sex, age, sexual orientation, religion, national origin, disability, or any other legally protected status.
- Nonverbal conduct, such as staring, leering, and giving inappropriate gifts.
- Physical conduct, such as assault or unwanted touching.
- Visual images, such as derogatory or offensive pictures, cartoons, drawings, or gestures. Such prohibited images include those in hard copy or electronic form.

#### Sexual Harassment

"Sexual harassment" means unwelcome sexual advances, unwelcome requests for sexual favors, unwelcome physical contact of a sexual nature, or unwelcome verbal or physical conduct of a sexual nature. Sexual harassment includes conduct directed by a person at another person of the same or opposite gender. Unwelcome verbal or physical conduct of a sexual nature includes, but is not limited to, the deliberate, repeated making of unsolicited gestures or comments of a sexual nature; the deliberate, repeated display of offensive sexually graphic material which is not necessary for business purposes; or deliberate verbal or physical conduct of a sexual nature, whether or not repeated, that is sufficiently severe to interfere substantially with an employee's work performance or to create an intimidating, hostile, or offensive work environment.

#### How to Report a Violation

Employees should not assume that the District is aware of a problem. If an employee experiences or witnesses harassment in the workplace, a report shall be made-immediately to the employee's supervisor or the District Administrator. If the supervisor or District Administrator is unavailable employees shall immediately contact any other member of management. Employees can raise concerns and make reports without fear of reprisal or retaliation.

#### Investigation and Response

If you report a complaint of harassment or inappropriate behavior, we will investigate your concerns. Where there has been a violation of policy, we will take appropriate action to try to avoid future violations. In appropriate cases, disciplinary action (up to and including termination) will be taken against those violating the District's Employee Harassment and Bullying Policy (BP 512). We will inform parties about the status of reviewing their complaints. To respect the privacy and confidentiality of all people involved, we might not share specific details of the discipline or other action taken.

#### <u>Inappropriate Behavior</u>

The District's goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if it does not rise to the level of "harassment," interferes with that goal and will not be tolerated. The District reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended.

This policy applies to all employees.

The District prohibits any form of retaliation against any employee for reporting a violation of this policy, filing a complaint under this policy, or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or discrimination, the District determines that the complaint is frivolous and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information, up to and including an unpaid suspension or termination.

#### **Use of School Property/Facilities**

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft. Any equipment must be returned prior to the employee's last day of employment. Additionally, district equipment may be available for loan with special permission from administration (see BP 742 Authorized Use of School-Owned Equipment).

#### Vacancies, Assignments, and Transfers

#### Vacancies

When the District determines that a position has becomes vacant or a new position is created, notice of such available position shall be posted internally via email. The district administrator shall determine if the position shall be posted externally (WECAN, local newspaper, district website, etc) and the posting will be posted for at least 1 week. After August 1<sup>st</sup> positions will be posted until filled with no posting time requirement.

Extra-curricular positions are subject to the same posting methods. Non-employees who apply and qualify shall be considered for such positions. Once a non-employee has been awarded an extra-curricular position, the position will not be considered vacant and need not be posted until the non-employee hired for the position resigns, is unable to perform the duties of the position, or is dismissed by the School District.

An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District shall select the most qualified applicant for the position based upon the stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description), merit, qualifications and the needs of the District. The District shall endeavor to fill job vacancies and new positions by promotion with qualified employees with successful job performance histories from within the organization when possible.

The term applicant refers to both internal candidates and external candidates for the position. The District shall determine the job descriptions needed for any vacant position.

#### **Assignment**

An assignment is defined as a move within a school, department, or classification. The District shall assign and reassign employees, at its discretion, in the best interests of the school system.

#### Transfers

A transfer is defined as a move between schools, departments or classifications. The District shall transfer employees, at its discretion, in the best interests of the school system. No employee will be transferred or reassigned without written notice from the District Administrator and/or their designee which will include the reasons for the transfer.

An employee who is dissatisfied with a reassignment or transfer decision may request in writing that the District Administrator reconsider the decision. To request reconsideration, the affected employee must contact in writing the District Administrator within ten (10) calendar days of receiving written notice of the reassignment or transfer. The District Administrator will consider the information presented by the employee and then make a final decision. This decision is not subject to the <u>grievance procedure</u> in this *Handbook* and in Board Policy #527 Employee Grievances Procedure.

#### **Worker's Compensation**

Employees are covered by worker's compensation insurance if an injury arises out of and in the course of employment. This insurance is paid for by the District and covers medical costs related to the work injury, as well as a portion of weekly income, in the event a doctor determines an injured employee is unable to work. If an injury is sustained, an Employee Work Injury report shall be completed and given to a supervisor within 24 hours, or the next scheduled District workday, as appropriate.

#### **Workplace Violence Protection**

The District is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the District has adopted the following guidelines to deal with intimidation, harassment, or other threats or (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, shall be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay", or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the District without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, color, age, and any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, shall be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitor, or other members of the public. When reporting a threat of violence, you shall be as specific and detailed as possible. All suspicious individuals or activities shall also be reported as soon as possible to a supervisor. Do not place yourself in peril.

The District will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination

of employment.

The District encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or to District Administrator before the situation escalates into potential violence. The District is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

For more information see Board Policy #511 Equal Opportunity Employment and Board Policy #512 Employee Harassment & Bullying.

#### **BENEFITS**

The descriptions listed below are meant to serve as a general summary of the benefit plans offered by the District. The descriptions are not to be reflective of the exact terms of the official benefit plans. Official benefit plan documents are available to employees through the District Administrator.

#### **Dental Insurance**

The District shall provide single or family basic dental insurance to eligible employees. The District reserves the right to determine and/or change the plan, amount of employer paid premium or carriers at any time. Participation in the group dental insurance plan is subject to all requirements imposed by the carrier. The District will pay 87.4% of the premium for single or family coverage. Coverage will commence on the first day of the month following employee's first day of employment.

For more information about eligibility and the provisions of the plan, contact the District Administrator or their designee.

#### **Health Insurance**

The District shall provide health insurance to eligible employees. The District reserves the right to determine and/or change the plan, amount of employer paid premium or carriers at any time. Participation in the group health insurance plan is subject to all requirements imposed by the carrier. The District will pay 87.4% of the premium for single or family coverage of the lowest premium plan offered if multiple plans are offered. When multiple plans are offered, the employee will be responsible for the additional premium payment of the most expensive plan. Coverage will commence on the first day of the month following employee's first day of employment.

For more information about eligibility and the provisions of the plan, contact the District Administrator or their designee.

#### **Continuation of Benefits**

All professional staff employees, with a contracted start date before June 30, 2019, who meet the retirement eligibility will be offered continuation of health insurance as a retiree option. Employees who do not meet this retirement eligibility and leave District employment, unless dismissed for gross misconduct, have the option to continue medical/dental benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations. Employees receive a copy of these regulations when hired. COBRA provides employees and/or their dependents the opportunity for a temporary extension of medical and dental insurance coverage at group rates in certain circumstances when coverage under these plans would otherwise end.

#### **Flexible Spending Account**

The District will provide an Internal Revenue Service authorized flexible spending account (FSA) under application sections of the Internal Revenue Code to permit employees to reduce their salary and contribute to an FSA.

#### Life Insurance

The District shall provide life insurance equivalent to one and a half the employee's annual wages for eligible employees requesting such benefits. The District reserves the right to determine and/or change the plan, amount of employer paid premium or carriers at any time. Participation in the life insurance plan is subject to all requirements imposed by the carrier. For more information about eligibility and the provisions of the plan, contact the District Administrator.

#### **Long Term Disability Insurance**

The District shall provide fully paid Long Term Disability Insurance to eligible employees. The District reserves the right to determine and/or change the plan, amount of employer paid premium or carriers at any time. Participation in the long term disability plan is subject to all requirements imposed by the carrier. Long term disability ends when employment is terminated. For more information about eligibility and the provisions of the plan, contact the District Administrator.

#### Salary Deferrals/403 (b) Plan

The District will maintain a Tax Sheltered Annuity (TSA) program. Employees will have the opportunity to participate in the District's Internal Revenue Service Code 403(b) savings program and invest their money through salary deferral consistent with the District's 403(b) plan document and adoption agreement.

#### **Short-term Disability Insurance**

The District shall provide the option to participate in Short-Term Disability Coverage. The premium will be the responsibility of each individual employee. These coverage lines are optional and must be elected by the individual employee in order to participate. The District reserves the right to determine and/or change the plan or carriers at any time. Participation in the short term disability plan is subject to all requirements imposed by the carrier. For more information about eligibility and the provisions of the plan, contact the District Administrator.

#### RECOGNIZED ABSENCES FROM WORK

#### **Compassionate Care Leave**

Compassionate Care Leave in rare situations when a life-threatening illness or extreme life circumstance affects an employee, employee's spouse or employee's dependent children, a sick day pool may be established. Volunteers will be sought among staff to donate sick days for an individual involved in a specific situation. A maximum total of thirty (30) days may be donated per situation and can only be used after all sick days have been exhausted. Requests for Compassionate Care Leave can only be made with a doctor's note and must be made by the employee to the District Administrator. There are forms available for these requests.

#### **Emergency Leave**

Employees will receive three paid non-cumulative emergency leave days per year provided such leave days are pre-approved by the District Administrator or their designee. In the case of an unusual request or circumstance, the District Administrator will first consult with the Board if possible prior to responding to

the request. Employees may use emergency days to attend a funeral for a friend or relative outside the employee's immediate family.

#### **Family and Medical Leave Act**

The District is obligated to provide eligible employees with leave from work, and with all associated rights and mandated benefits, as provided under the following laws:

- The federal Family and Medical Leave Act (which also includes leave certain entitlements for qualifying military families in connection with caregiver leave and qualifying exigency leave)
- The Wisconsin Family and Medical Leave Act
- The Wisconsin Bone Marrow and Organ Donation Leave law (effective July 1, 2016)

Additional information concerning employer and employee rights and obligations under the laws listed immediately above is included in this Employee Handbook in <u>Appendix C</u>. The additional information includes the text of the following notices, which the District also posts in one or more conspicuous places at each worksite where notices to employees and applicants are customarily placed:

- Federal FMLA: http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf
- Wisconsin FMLA: https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_7983\_p.pdf
- Wisconsin Bone Marrow and Organ Donation Leave: https://docs.legis.wisconsin.gov/statutes/statutes/103/11

Employees are expected to adhere to District-established procedures for requesting leave that may be for an eligible purpose under one or more of the laws listed above, including giving reasonable advance notice of the need for leave. The current District procedures and other applicable guidelines related to these leaves can be found in <a href="Appendix C">Appendix C</a> of this Employee Handbook.

#### **Funeral Leave**

Employee's will receive three paid non-cumulative funeral leave days per event to attend a funeral of the employee's immediate family. Immediate family shall be defined as the employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent and grandchild. Additional days with District Administrator approval may be granted and will be taken from the employee's sick day accumulation. The District Administrator shall have the right to extend the provisions above given extenuating circumstances asked for in writing and confirmed.

#### **Jury/Civic Duty**

Staff called for jury/civic duty will be reimbursed the difference between compensation received for such duty and his/her regular salary. Employees called for jury duty who are not selected to serve on the jury, shall promptly report to complete their day/shift. Employees must submit compensation difference to the District Office.

#### **Unpaid Leave**

Leaves of absence without pay may be granted by the District only if all personal days (and sick days, if applicable) have been used prior to using leaves of absence. The granting of unpaid leave, the length of time for such leave, and the number of employees taking this leave, shall be at the discretion of the District. Requests for unpaid leave are non-precedential and will be dealt with on an individual basis. The District Administrator may grant leaves of non-medical absences for days of 3 or less and medical leaves will be handled by the District Administrator. Non-medical absences beyond 3 days for employees or for other extenuating reasons requires approval by the Board.

1. The unpaid leave requests must be submitted at least four (4) weeks in advance and shall include

- reasons for the request and the expected duration of the leave, not to exceed one (1) year. In an emergency, the District Administrator or their designee may modify the advance notice requirement.
- 2. Unpaid leave will result in salary and insurance deductions. These deductions will occur on the first pay period of the following month. Insurance deductions will not occur if the approved leave is medically related.

### PROFESSIONAL STAFF

#### **BENEFITS**

#### **Insurance: Continuation of Benefits**

Teachers who separate employment after the completion of the school year will be covered under the District group medical and dental through June 30<sup>th</sup> of the calendar year unless the employee declines the benefit or employment is terminated. COBRA may be used if the employee chooses. If the employee is terminated or separates employment prior to the end of their contract, the District medical and dental insurance will continue through the end of the month in which they terminate employment.

#### **Sick Leave Payout**

The District will pay retired teachers with at least 20 years of experience in the district the amount of \$25.00 per day for any unused sick leave to a maximum of 90 days. Payout will not apply if a teacher is terminated by the District (see "Employee Discipline and Termination").

#### Cash-in-lieu of Insurance

The District will contribute \$4,500 for full-time teachers toward an elective contribution TSA or cafeteria type plan) to any teacher not covered by the school health insurance policy. The employee retains the right to have a cash benefit instead of the elective contribution. This payment will be an annual, non-accumulative payment. The District reserves the right to determine and/or change the plan, amount of employer paid premium or carriers at any time. Any future changes in IRS regulations or Affordable Care Act legislation may result in necessary changes to this benefit.

#### CALENDAR, HOURS AND COMPENSATION

#### **Attendance at School Events**

Teachers are required to attend all mandatory administratively required school events. These events may be, but are not limited to, an open house, music program, art show, fine arts night, and/or other District or building events that occur after the normal workday. Administration shall attempt to provide reasonable notice of all such events. Teachers who have a co-curricular conflict or have preapproved coursework to attend may be excused at the discretion of the District Administrator and/or their designee. Such conflict shall be communicated to the applicable administrator as soon as possible before the date of the school event. Teachers who are required to attend school events will receive no additional remuneration, above their regularly paid salaries, for attending such school events.

#### **Hourly Subbing**

In emergency situations, where regular substitutes are not available and classes are combined, the teacher in charge shall be paid at a rate of \$20.00 per period in addition to his/her regular salary. This compensation will not be given to teachers whose normally scheduled class for that period is not meeting.

#### **Work Day**

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats. All teachers are expected to be in their respective rooms or assigned areas from 7:45 AM – 3:35 PM unless they are a part-time employee in which case they shall be assigned per their contracted hours. Teachers must be present during these hours, except that on Fridays and days before holidays, teachers may leave after students depart. Teachers will receive a duty free lunch period of at least thirty (30) minutes. Full time staff should have a minimum of 225 minutes of non-pupil contact time per week, excluding the 30-minute duty free lunch. The actual workday for each building shall be established by the Board.

#### PROFESSIONAL GROWTH AND DEVELOPMENT

#### **Initial Educators/Mentor Program**

The District recognizes the value of assigning to a new teacher, a mentor as part of his/her orientation to the District and surrounding community. Further, the District will provide initial educators with ongoing orientation, support, and seminars which reflect the Wisconsin Teaching Standards, a qualified and trained mentor, and assistance in developing their first professional plan.

#### **Professional Development**

<u>District-Directed:</u> The District frequently provides professional development opportunities for professional staff whether it be on site, at CESA or workshops around the state. If a teacher is asked by the district to attend one of these professional development events outside of the District, the District will pay for the event (registration, mileage, etc).

<u>Teacher Requested:</u> Professional leave may be granted that allows a teacher to attend a one day professional meeting, conference, or convention relevant to their teaching assignment, and/or other assignment, for the purpose of improvement. There is no loss of pay for the approved day. Should the meeting take longer than a day, loss of pay would apply to all days over one unless the District Administrator granted prior approval. Reimbursement up to \$200.00 will include, but is not limited to: registration fees, food, and lodging. Additional reimbursement for mileage, not to exceed \$50.00, will be paid for use of a personal vehicle if approved by the District Administrator. If the District is unable to provide transportation, employees will be reimbursed at the IRS rate. A Reflection & Reimbursement form must be completed and submitted to the building principal along with receipts upon completion of the activity for reimbursement to occur.

Requests to attend meetings must be approved by the District Administrator and must be made at least ten (10) days prior to the meeting date. Mandatory meetings called by the State Department of Public Instruction or requested by the school, are not part of this section.

<u>Expectation</u>: Teachers are expected to participate successfully in District provided professional development.

#### **Professional Learning Communities**

Teachers may be required to attend up to two (2) hours of Professional Learning Community meetings each month outside their contracted day at the call of the Building Administrator.

#### RECOGNIZED ABSENCES FROM WORK

#### **Personal Leave**

Teachers may take up to two (2) non-cumulative days of paid personal for personal business (e.g., legal, household or family matters) with District Administrator or their designee approval. Forty-eight (48) hour written notice must be given to the District Administrator or their designee, except in the case of an emergency. Personal leave shall be used in no less than one-half (50%) day blocks. If personal leave is surrounding a vacation day or start/end of the school year, no more than 10% of the staff will be granted leave and will only be granted for extenuating circumstances. Requests for personal leave days may begin on the first scheduled teacher work day. Any unused personal leave days will be paid out to staff at \$100.00/day or \$50.00 for half days.

#### Sick Leave

Teachers may earn up to 8 paid sick leave days per year, which can be used for personal illness, family illness, or doctor's appointments. Although earned over the course of the full school year, all 8 days of paid sick leave will be credited to the teachers' accounts at the start of each school year and be available for use immediately. Any unused days may be carried over to the next school year and accumulate up to a maximum of 90 total sick leave days. This leave will be prorated based on the employee's regular number of hours worked per day.

Teachers who use three (3) or less sick days and who have not requested unpaid leave in any one year shall receive an additional paid personal day the following year, non-accumulative. The benefit will be prorated for teachers who are less than full time status. This 3<sup>rd</sup> day will not be deducted from the teacher's sick leave.

#### **RETIREMENT BENEFITS**

The District will pay its required contribution to the Wisconsin Retirement System as the employer and employees will pay the employee required contribution to the Wisconsin Retirement System

#### **Eligibility For Post Retirement Benefits**

(For professional staff employees with a contracted work start date prior to 6/30/2019)

Any employee may participate in the following voluntary retirement plan, provided the employee has:

- 1. Attained the age of 55; and
- 2. Completed a minimum of twenty (20) years of service in the District;
- 3. Considered full-time staff or 90% at full-time status; and
- 4. Received approval from the District to retire with benefits described herein, including notification timeline and retiring in good-standing.

#### **Benefits**

The District shall provide a group health insurance plan that permits eligible employees retiring under the Wisconsin Retirement System (WRS) to elect one of the following two options. If an eligible employee is not enrolled in the group health insurance plan at the time of retirement the employee would not be able to select Option A below. Once a retirement benefit option is chosen, employees may not switch options in future years.

*Option A* - Medical Insurance: In return for every 5 years of service, the District will make contributions towards a retiree's medical premiums for a one year period effective July 1. These contributions will be at 100% of the monthly health insurance premiums for single or family

coverage, as applicable, up to a maximum of \$10,000 per year.

OR

*Option B* – Contributions to a post-employment health reimbursement arrangement (HRA): For retirees not on the District's medical plan at the time of retirement; the District will make a \$10,000 annual contribution to a post-employment HRA in return for every 5 years of service. These funds may be used for qualified medical expenses as defined by the IRS.

**Note:** The duration of the District's contributions will not exceed a total period of 6 years. Teachers who retire after reaching Medicare eligibility or become eligible for Medicare after they retire shall not be eligible for this benefit for option A. As of the 23-24 school year employees who are eligible for option B will receive the annual contributions earned in the amount of Medicare Part B and D premium amounts applicable to the employee. The benefit will no longer be available if an eligible retiree leaves the employer-sponsored health plan. If a retiree leaves the employer-sponsored health plan he/she will not be allowed to rejoin the plan

#### **Notice to District**

Teachers must provide the District, no later than March 15<sup>th</sup>, with a written letter notifying the District of their intent to retire effective with the last day of the contract year. Failure of timely notification may forfeit retirement benefits.

#### **Eligibility for Post-Retirement Benefits**

(For professional staff employees contracted to start after 7/1/2019) To be eligible for the HRA and 403(b) matching, the employee must be 90% full-time equivalent or more.

The District will offer employees a 2 part benefit:

Part 1: The district will contribute annually to a premium only HRA benefit based on years of service to Rib Lake School District. To be eligible to receive this benefit, the participant must be at least 55 years old at time of retirement with a minimum of 20 years of service to the District.

	_		
Annual	(100	+	+++
Апппа	· On	TUIL	11111111

RL Years of Service	Amount per Year of
	RL Service
1-5	\$250
6-10	\$300
11-15	\$350
16-20	\$400
21-25	\$450
26-30	\$500

Part 2: The District will offer a 403(b) 50% matching program. Employee contributions and interest earned through the 403(b) program will remain the property of the employee upon severance of employment. District matching contributions and any interest on those funds will be based upon a vesting schedule of 50% after 10 years of service; 75% after 15 years; and 100% after 20 years of service at the Rib Lake School District. The benefit provided through the 403(b) will be available after severance of employment.

403(b) Matching Contribution

Years of RL	50% Match up to	District Maximum
Service	Maximum of	Annual Contribution
1-5	\$500	\$250
6-10	\$600	\$300
11-15	\$700	\$350
16-20	\$800	\$400
21-25	\$900	\$450
26-30	\$1,000	\$500

#### **TEACHING ASSIGNMENTS**

#### **Assignment and Transfers**

In accordance with the Vacancies, Assignments and Transfers provision in this *Handbook*, the District shall assign teachers to grade, subject and extra duties during the school day and to make transfers as necessary in the best interests of the school system; teacher assignments and transfers will take into consideration the teacher's professional training, experience and certification.

#### Compensation

Base wage increases will be negotiated as required by law. The District may place newly hired teachers in difficult to fill positions, or for other educational or business related reasons, at a salary that differs from his or her actual years of service or level of educational attainment. This determination will be made solely by the District at its discretion.

For assignments outside the student day, teachers may be compensated at the discretion of the District.

#### **Non-Renewal**

Full-time teachers in the District are subject to non-renewal using the procedures in Wis. Stat. § 118.22. Such non-renewal shall be exclusively subject to the provisions of Wis. Stat. § 118.22 and is not covered by the grievance procedure under this *Handbook*. See Reduction in Force/Lay Offs in this *Handbook* for more information

#### **TEACHER EVALUATION**

All observations of the working performance of the teacher shall be conducted openly with the full knowledge of the teacher. All teachers will be observed at least once per year, no later than the end of the third nine weeks period. The teacher shall be evaluated by the principals, the administrator, or any other evaluator hired for the purpose by the District. Evaluation by the State Department of Public Instruction may be made at any time.

Each teacher shall receive a copy of the evaluation report and shall acknowledge that he/she has had the opportunity to review the report by affixing his/her signature to the report. The teacher shall have the opportunity to discuss the report with the evaluator. The teacher shall have the right to submit a written answer to the evaluation if he/she feels the evaluation was unjust. The written answer will become part of the evaluator's report and filed therewith.

### **CLASSIFIED SUPPORT STAFF**

#### **COMPENSATION AND HOURS**

#### Compensation

Employees shall be paid the applicable hourly rate contained within the Support Staff Wage Schedule found in <u>Appendix D</u>. New employees shall be placed on the wage schedule at the discretion of the District.

#### Compensatory Time

Time may be granted if it is mutually agreeable between the employee and the immediate supervisor. However, all compensatory time earned above and beyond the forty (40) hour work week or beyond the fifth day in a week shall be converted at a rate of time and one-half.

#### Hours of Work

A regular full-time workday is eight (8) hours, excluding lunch time. Because of different schedule requirements, employee's starting, lunch, and finishing times may vary in different assignments and locations. The schedule for full and part-time employees shall be set by the District.

#### **Lunch and Breaks**

The employee's immediate supervisor will schedule working hours, break periods, and lunch periods. Any employee scheduled to work a shift of six (6) or more hours per day shall be entitled to an unpaid lunch period of thirty (30) minutes near the middle of the shift or at another mutually agreeable time. The food service employees' unpaid lunch period shall occur outside of the student lunch break(s). All employees shall receive a fifteen (15) minute paid break for each four (4) hours worked. Any employee who voluntarily gives up their fifteen minute break(s) shall do so without additional compensation.

#### Overtime

All work over forty (40) hours a week shall be paid to those employees at a rate of time and one-half. All Sunday work shall be at time and one-half. All holiday work shall be at time and one-half in addition to the employee's straight time hourly rate.

All employees who have left work and are recalled to work off hours shall receive a minimum of two (2) hours of pay at their applicable rate.

Except in emergency situations, all overtime hours must be approved in advance by the District Administrator or their designee.

#### Regular Work Week

A regular work week is forty (40) hours or less. The regular work week is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not be construed as a guarantee or limitation on the number of hours per day or hours in a work week which may be scheduled or required by the District.

#### **BENEFITS**

#### **Sick Leave Payout**

The District will pay retired support staff with at least 20 years of experience in the district the amount of \$25.00 per day for any unused sick leave to a maximum of 90 days. Payout will not apply if the employee is terminated by the District (see "Employee Discipline and Termination").

#### Cash-in-lieu of Insurance

The District will contribute \$1500 toward an elective contribution TSA (or cafeteria type plan) for any support staff employee working 30 hours or more per week and not covered by the District health insurance. The employee retains the right to have a cash benefit instead of the elective contribution. This payment will be an annual, non-accumulative payment. The District reserves the right to determine and/or change the plan, amount of employer paid premium or carriers at any time. Any future changes in IRS regulations or Affordable Care Act legislation may result in necessary changes to this benefit.

#### **Continuation of Benefits**

Eligible non-contracted support staff who separate employment may continue to be covered under the District group medical and dental insurance through the end of the month in which they terminate employment.

Eligible support staff with contracts may continue to be covered under the District group medical and dental through June 30<sup>th</sup> of the calendar year unless the employee declines the benefit or employment is terminated. COBRA may be used if the employee chooses. If an employee is terminated or leaves prior to the end of their scheduled work year, medical and dental benefits will cease upon the end of the month in which they terminate employment.

#### RECOGNIZED ABSENCES FROM WORK

#### **Holidays**

Employees shall receive the following paid holidays on a prorated basis, based on the employee's regular number of hours worked per day:

#### Twelve-Month Employees

- New Year's Eve (1/2 day)
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day (July 4<sup>th</sup>)
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

#### Academic-Year Employees

- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day

- Good Friday
- Memorial Day

If a paid holiday falls on a Saturday, the previous Friday shall be considered the holiday. If a paid holiday falls on a Sunday, the following Monday shall be considered the holiday.

#### Personal Leave

Support staff may take up to two (2) non-cumulative days of paid personal leave for personal business (e.g., legal, household or family matters) with District Administrator or their designee approval. Fortyeight (48) hour written notice must be given to the District Administrator or their designee, except in the case of an emergency. Personal leave shall be used in no less than one-half (50%) day blocks. Requests for personal leave days may begin on July 1<sup>st</sup>. This leave will be prorated based on the employee's regular number of hours worked per day. Any unused personal leave days will be paid out to full time (at least 30 hours per week) support staff at \$100.00/day or \$50.00 for half days, part time (less than 30 hours per week) support staff at \$50.00/day or \$25.00 for half days.

#### Sick Leave

On or about July 1 of each school year, each full time and part time employee shall be entitled to the following number of sick leaves days (e.g., personal illness, family illness, doctor's appointment) prorated according to his/her day with full pay:

- 1. Support employees will accrue eight (8) sick leave days per year, cumulative to a maximum of ninety (90) days. Sick leave accrual shall be based on the employee's regular number hours worked per day.
- 2. Full time support employees who use three (3) or less sick days in any one year shall receive an additional paid personal day the following year non-accumulative.

#### Vacation

All full-time, twelve-month support employees shall earn vacation days accrued at a rate of 1/12 per month according to the following schedule:

Paid Vacation	Years of Service
One week (5 days)	After (1) year of service
Two weeks (10 days)	After three (3) years of service
Three weeks (15 days)	After eight (8) years of service
Four weeks (20 days)	After sixteen (16) years of service

The District Administrator and/or their designee reviews and approves all vacation requests based on a first come, first served basis and reserves the right to deny any vacation request if the needs of the District so dictate. Vacation time must be taken in increments of one-half (1/2) or one day at a time.

Vacation days may be advanced (before accrued) at the discretion of the District Administrator with the understanding that if the employee leaves the District before the vacation has been accrued, final wage payment will be adjusted to reflect the used days. Any unused vacation will be granted on a pro rata basis. This provision is not retroactive.

Vacation time may be taken in full blocks or in shorter blocks not less than 4 hours as arranged with the immediate supervisor. Request for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days' notice may be approved by the District Administrator and/or their designee. Vacation accrual for

part-time employees in the District who become full time employees will be handled on a prorated basis (i.e. someone who has worked for eight years at .5 FTE will be credited with four years of continuous employment for vacation accrual purposes).

Vacation time shall be taken during the year it is earned and will not be accumulative unless a request to carry over days is approved by the District Administrator and/or their designee.

RETIREMENT BENEFITS

For all eligible support staff hired after January 1, 2017, the District will pay its required contribution to the Wisconsin Retirement System as the employee and employees will pay the employee required contribution to the Wisconsin Retirement System.

For those support staff employees who chose (prior to 1/1/17) to remain on the former retirement system AND who are scheduled to work 440 or more hours, the District agrees to contribute in July to each eligible employee's non-elective employer Tax Sheltered Annuity (TSA). The financial institution will be determined by the District.

Years of Employment	Contribution
After three (3) years	4% of the employee's annual salary
After four (4) years	5% of the employee's annual salary
After five (5) years	6% of the employee's annual salary
After six (6) years	7% of the employee's annual salary
After seven (7) years	8% of the employee's annual salary
After eight (8) years	9% of the employee's annual salary
After nine (9) years	10% of the employee's annual salary

#### **Notice to the District**

Employees must provide the District, with no less than thirty (30) days' notice, with a written letter notifying the District of their intent to retire and the intended retirement date.

#### **SUPPORT STAFF EVALUATION**

All support staff employees will be evaluated by the principal, the administrator, a direct supervisor or any other evaluator hired for the purpose by the District. Evaluation will occur no later than May 1<sup>st</sup> of the fourth quarter. Each employee shall receive a copy of the evaluation report and shall acknowledge that he/she has had the opportunity to review the report by affixing his/her signature to the report. The employee shall have the opportunity to discuss the report with the evaluator and shall have the right to submit a written answer to the evaluation if he/she feels the evaluation was unjust. The written answer will become part of the evaluator's report and filed therewith.

It shall be recognized that evaluation is for the purpose of documenting performance, provide feedback and gather information on which to base decisions for continued employment. Permanent employees will be minimally evaluated once a year and may be evaluated as often as warranted.

# SEASONAL, PROJECT, SUBSTITUTE, TEMPORARY, CASUAL EMPLOYEES

#### **SUBSTITUTES COMPENSATION**

Substitute teachers shall be employed at the rate established by the District. Substitute teachers shall be hired by building principals, or their designee, on a daily basis as needed to teach in place of regular contracted teachers. Their daily assignments shall be determined by the building principal. Background checks are required for all substitute teachers.

Short-term substitutes – A teacher hired and assigned to teach in the same position for fewer than eleven (11) continuous days. Substitutes will be paid \$125.00 per day.

Long-term substitutes (LTS) – A teacher hired and assigned to teach in the same position for eleven (11) or more continuous days. Beginning on the 11<sup>th</sup> day, long-term substitutes will be paid \$180.00 per day with the pay being made retroactive to the first day and continuing as long as the substitute teacher fills the same position. If a teacher takes on a new consecutive long-term sub assignment within the same calendar school year, they will start from day 1 at a rate of \$180.00 per day.

Substitutes that meet the requirements for the Wisconsin Retirement System will be covered under WRS.

All support staff (custodians/aides/food service/secretaries/instructional aides/special ed aides) will be paid the hourly rate outlined in step 1 of the Support Staff Wage Schedule using the respective category they are substituting in.

#### SUBSTITUTE CERTIFICATION

Substitute teachers are required to hold a Wisconsin certificate as a teacher or certified substitute. A current copy of the license must be on file in the District Office before teacher is allowed to substitute in the District.

#### **SEASONAL**

The terms and conditions of employment for seasonal employees shall be established by the District at the time of hire. Seasonal employees performing non-exempt duties shall be paid in accordance with the following hourly wage schedule:

Experience	Rate
Student Summer Worker	\$7.25
Adult Summer Worker	Step 1 on Wage Schedule

#### **APPENDIX A**

#### EMPLOYEE GRIEVANCE PROCEDURE

#### **Purpose**

The purpose of this procedure is to provide for an internal method for resolving grievances concerning discipline, termination and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

#### **Definitions**

For purposes of this document, the following definitions shall apply:

- 1. <u>Grievance</u>: A "grievance" is defined as any complaint that arises concerning discipline, termination or workplace safety.
- 2. Grievant: A "grievant" may be any employee or group of employees.
- 3. <u>Days</u>: Unless expressly identified as "calendar days," the terms "days" or "workdays" as used within this grievance procedure shall exclude only Saturdays, Sundays, and such holidays and other days on which the main district administrative office is not open for public business.
- 4. Receipt of Written Communication: A grievant is deemed to be in receipt of a written communication from the District regarding a grievance, including a denial of the grievance at any stage of the process, as of the date the communication is either personally delivered to the grievant, sent to the employee's school district email address, or sent by mail to or left at the employee's mailing address of record with proof of such delivery.

#### 5. Grievable Event:

- a. A "grievable event" as to employee discipline is the employee's receipt of verbal or written notice of the imposition of specific discipline by the District; or, if no express notice of discipline is received, the occurrence of the event alleged by the employee to constitute disciplinary action. The initiation and conduct of an investigation into a potentially disciplinary matter is not a grievable event.
- b. A "grievable event" as to employee termination means the employee's receipt of any written or verbal notice of termination of an individual's employment with the District. The effective date of the employee's termination is not a separate or new grievable event.
- c. A "grievable event" as to a workplace safety issue is the presence of a hazardous condition in the workplace, whether ongoing or reasonably likely to reoccur, that an employee alleges (1) constitutes a violation of a workplace health or safety code, regulation, or standard; or (2) poses a recognized hazard likely to cause death or serious physical harm to the employee; and that has not previously been grieved under this grievance procedure and addressed by a decision of a hearing officer or the Board.
- 6. <u>Termination</u>, <u>Discipline and Workplace Safety</u>: The terms "termination," "discipline" and "workplace safety" are intended to have only the limited meaning given to them under the state statutes that require the Board to create a grievance system addressing those issues. For purposes of clarity and as examples of issues that either are, or are not, grievable under this grievance procedure (unless the applicable statutes are so interpreted by a court or tribunal, or amended at a later time), the following shall apply:

- a. "Discipline" is defined as a suspension (unpaid or paid) or a written reprimand. In addition, an employee who is involuntarily transferred or demoted due to poor performance and suffers a loss of wages, hours or other fringe benefits as a result of such transfer or demotion may also contest the transfer or demotion as discipline
- b. The term "termination" does not encompass all events that lead to a separation from employment. For example, the following personnel actions are not to be deemed "terminations" under the grievance procedure: (1) any voluntary quit, including resignation or retirement; (2) a job transfer or change in assignment; (3) a reduction in hours or in full-time equivalency; (4) non-reappointment to an extra-curricular or co-curricular assignment where other employment remains on-going; or (5) completion of assignment by any temporary, substitute, or similar limited-term employee. However, "termination" shall be construed to include instances where the District initiates an involuntary, complete and permanent severance of the employment relationship as a result of some type of affirmative misconduct (e.g., infractions of the rules or policies of the school district), negligence, job abandonment, or incompetence. Where separation from employment results from the District's use of specific statutory procedures for the nonrenewal of a fixed-term employment contract, such separation via nonrenewal is not grievable as a "termination" only to the extent required by law.
- c. "Workplace safety" means a hazardous condition in the workplace, whether ongoing or reasonably likely to reoccur, that an employee alleges (1) constitutes a violation of a workplace health or safety code, regulation, or standard; or (2) poses a recognized hazard likely to cause death or serious physical harm to the employee.
  The following guidelines apply to potential grievances over workplace safety:
  - A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
  - The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).
  - The grievance must be filed by the affected employee (i.e., one employee may not file on behalf of another).
  - The individual filing the grievance must propose a specific remedy.
  - The issue and proposed remedy must be under the reasonable control of the District.

Although a given issue, complaint or concern may not properly qualify as a grievance over "termination," "discipline," or "workplace safety," employees may still pursue and seek a resolution to such issues, complaints or concerns by raising the matter with their immediate supervisor or by pursuing other internal procedures that may be available.

#### **Time Limits**

The time limits set forth in this procedure shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this procedure shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start in the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set

forth below.

As described in Step 3 of the process, below, the failure of the administration to provide a written response to the grievance by the established deadline for such a response operates as, and shall be treated the same as, a written denial of the grievance.

# **Grievance Processing Procedure**

Grievance shall be processed in accordance with the following procedure:

Step One – Informal Resolution: An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within thirty (30) days after the latter of the following: (1) the date when the facts upon which the grievance is based first occurred; or (2) the date when the grievant reasonably should have become aware of the facts upon which the grievance is based. The grievant shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant and (if applicable and appropriate) the representative of his/her within ten (10) days. If the matter cannot be resolved, or if no answer is provided in the above timeframe, the grievant may file a written grievance.

Step Two – Written Grievance: If the grievance is not resolved at Step One, the grievant shall file a written grievance with the immediate supervisor within ten (10) days after the earlier of the following: (1) receipt of the Step One response; or (2) the District's deadline for providing a Step One response (if no response is provided). The written grievance shall include the facts upon which the grievance is based, the issues involved, the Employee Handbook provision alleged to be violated, and the relief sought. The grievance shall be signed and dated by the grievant. The immediate supervisor shall respond to the grievance in writing with ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten (10) days after completion of the investigation to respond to the grievance. If the matter cannot be resolved, or if no answer is provided in the above timeframe, the grievant may file an appeal to the District Administrator. If the grievant's immediate supervisor is the District Administrator, the grievant shall skip Step Three and proceed directly to Step Four if he/she is not satisfied with the response of his/her immediate supervisor at Step Two (or if no answer is provided in the above timeframe).

Step Three – Appeal to District Administrator: If the grievance is not resolved at Step Two, the grievant shall file a written grievance with the District Administrator within ten (10) days after the earlier of the following: (1) receipt of the Step Two response; or (2) the District's deadline for providing a Step Two response (if no response is provided). The District Administrator shall meet with the grievant and/or the employee's designated representative and the principal or immediate supervisor within ten (10) days after receiving the written grievance. The District Administrator shall respond to the written grievance within ten (10) days of the meeting or at a later date as determined by the District Administrator if further investigation is warranted. The District Administrator shall indicate in writing the disposition of the grievance and forward it to the grievant if applicable and appropriate: the grievant's representative. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant may file an appeal to the impartial hearing officer.

Step Four – Appeal to Impartial Hearing Officer: If the grievance is not resolved at Step Three, the

grievant must notify the District Administrator if he or she intends to process the grievance to an impartial hearing officer. That notification must occur within ten (10) days after receipt of the Step Three response; or (2) the District's deadline for providing a Step Three response (if no response is provided). If there is a dispute over the timelines or the ability to use the grievance procedure on the issue, the administration shall have the discretion to bifurcate the hearing for the purpose of deciding those issues (e.g., address whether the grievance was filed in a timely manner before hearing the merits of the grievance).

Hearing officers are encouraged to use appropriate means of narrowing the issues in dispute, including seeking and documenting such stipulations as to which the parties may be able to agree.

The hearing officer shall decide disputed facts based upon a "preponderance of the evidence" standard.

In a case involving a challenge to discipline or termination, unless a different standard applies due to the application of substantive rights or employment protections arising from a source other than this grievance procedure, the District shall have the initial burden of production to demonstrate a plausible factual basis for the challenged action, which shall be subject to rebuttal by the grievant. The District shall have the ultimate burden of proving that its action was not arbitrary or capricious.

In a grievance over a workplace safety issue, the grievant shall have the burden of proving by a preponderance of the evidence the existence of a condition in the workplace, whether ongoing or reasonably likely to reoccur, that (1) constitutes a violation of a workplace health or safety code, regulation, or standard; or (2) poses a recognized hazard likely to cause death or serious physical harm to the employee; and for which condition there is an appropriate remedy that is within the reasonable control of the District.

Upon completion of the hearing and a review of the evidence, the hearing officer shall render a written decision to the administration, the grievant, and (if applicable and appropriate) the grievant's representative. A decision of the hearing officer shall be limited to the subject matter of the grievance and shall be consistent with the role of the hearing officer as established in Board policy/rule. The hearing officer may deny the grievance or conclude that the grievance should be sustained in whole or in part and recommend a remedy, if any. The decision of the hearing officer and any recommendations contained therein are subject to review by the Board via appeal, as described below.

As a general guideline that may vary, the administration should appoint a hearing officer who indicates that he/she would be available to hear and issue a decision on the grievance within [sixty (60) calendar days] of the date the District receives the grievant's timely notice of request for a hearing. The hearing officer shall make reasonable efforts to fulfill his/her role within this general guideline, and shall notify the parties in the event that meeting the guideline becomes impractical.

Step Five – Appeal to School Board: If the grievance is not resolved at Step Four, the grievance may be appealed in writing to the School Board within ten (10) days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer's decision to the Board. The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing. The Board shall provide a decision on the grievance within thirty (30) days after the hearing. The Board's

decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

# **Disputes as to Timeliness or Grievability**

No grievant has the right to pursue an untimely grievance or a grievance that falls outside the definition of a grievance (e.g., because the complaint does not deal with termination, discipline, or workplace safety). If there is a dispute over the timeliness or the grievability of a grievance that the parties are unable to resolve, the administration shall have the discretion to request, and the hearing officer shall allow, bifurcation of the merits of the grievance and any issue(s) regarding grievability. In the event of bifurcation of the issues, any decision as to a grievability issue shall be appealable to the Board prior to any remand to a lower step of the grievance procedure for decisions and/or a hearing on the merits.

# **Grievances Filed by the District Administrator**

In the event a grievance is filed by the District Administrator, it shall be initially filed with the Board President and Board Clerk according to the deadlines established within Step 1 of this grievance procedure, above, and the Board shall have the role and responsibilities of the District Administrator in Step 2 and elsewhere in the process. All other notices provided by the District Administrator acting as a grievant shall similarly be filed with the Board President and Board Clerk.

### **Grievant's Right to Representation**

Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.

### **Consolidation of Grievances**

Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the administration.

### **Group Grievances**

Group grievances involve more than one employee and any of the following:

- a) More than one work site;
- b) More than one supervisor; or;
- c) An administrator other than the immediate supervisor

Such grievances may be initially filed at Step Three; however, they shall follow the initial timelines for filing the grievance at Steps One and Two above.

Note: Employee Grievance Form can be found on the District website or requested through the District Office.

### APPENDIX B

#### EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Any person who believes that the Rib Lake School District has failed to follow employment nondiscrimination laws, or in some way has discriminated against an employee or applicant for employment in violation of the District's equal opportunity employment policy, may bring forward a complaint as outlined below.

Any person presenting a report or complaint under these procedures who has concerns about safety, confidentiality, or retaliation should discuss those concerns with the designated complaint officer as early as possible in the process – preferably at or even prior to the time that a detailed report or complaint is filed.

In conjunction with the District's receipt of notice of any report or complaint of alleged discrimination or retaliation under these procedures, the District shall consider (and a complainant may affirmatively request consideration of) any interim measures that should be taken before the final outcome of an investigation (e.g., safety planning or other steps needed to protect the complainant).

### **Informal Procedure**

Anyone who believes he/she has a valid basis for a complaint shall discuss the concern with the building principal or immediate supervisor who will investigate the complaint and reply to the complainant. If this reply is not acceptable to the complainant, he/she may initiate formal procedures according to the steps listed below.

### **Formal Complaint Procedure**

If the complaint involves alleged improper behavior by the designated person to whom the complaint is to be filed, the complaint should be filed with the next highest authority listed in the procedure.

- **Step 1**: A written complaint statement shall be prepared by the complainant and signed. It is recommended that the Employment Discrimination, Harassment, or Bullying Complaint Form be used. It shall be presented to the District Administrator who shall immediately undertake an investigation of the suspected infraction. He/she shall review with building principals and other appropriate persons the facts comprising the alleged discrimination, decide the merits of the case, determine the action to be taken, if any, and report in writing the findings and the resolution of the case to the appropriate parties.
- **Step 2**: If the complainant or alleged responsible party is dissatisfied with the decision of the District Administrator, he/she may appeal the decision in writing to the School Board. The Board shall hear the appeal at its next regular meeting, or a special meeting may be called for the purpose of hearing the appeal. The Board shall make its decision in writing. A copy of the written decision shall be mailed or delivered to the appropriate parties.
- **Step 3**: If the complainant is not satisfied with the Board's decision, or in lieu of or in addition to utilizing these complaint procedures, the complainant may pursue alternate actions available under state or federal laws (e.g. appeal to State Superintendent of Public Instruction (for teachers, and administrative personnel), filing of complaint with the Equal Rights Division of the Department of Workforce Development, the U.S. Office for Civil Rights-Region V in Chicago) and/or the courts having proper jurisdiction.

Responses to discrimination complaints shall be made within any timelines established by law.

# **Maintenance of Complaint Records**

Complaint records shall be maintained for the purpose of documenting compliance. Records shall be kept for each complaint filed and, at a minimum, should include:

- 1. The name and address of the complainant and his/her title or status.
- 2. The date the complaint was filed.
- 3. The specific allegation made and any corrective action requested by the complainant.
- 4. The name and address of the respondents.
- 5. The levels of processing followed, and the resolution, date and decision-making authority at each level.
- 6. A summary of facts and evidence presented by each party involved.
- 7. A determination of the facts, statement of the final resolution, and the nature and date(s) of any corrective or remedial action taken.

Note: Employee Discrimination Form can be found on the District website or requested through the District Office.

### **APPENDIX C**

### FAMILY AND MEDICAL LEAVE GUIDELINES

Information Resources: Wisconsin FMLA Federal FMLA

In these guidelines and procedures, the term "federal leave" means a qualifying period of leave from work under the federal Family and Medical Leave Ace (federal FLMA). The term "state leave" means a qualifying period of leave from work under the Wisconsin Family and Medical Leave Act (WFMLA). The term "statutory leave" encompasses both federal leave and state leave.

To the extent required by any applicable state or federal law or regulation, upon the District's receipt of an employee's request for such leave, or once the District becomes aware that an employee's need for leave is for a reason that may qualify under any of the types of leave being addressed in this section of the Handbook, the District will:

- 1. Notify the employee if he or she is eligible for leave and, if eligible for leave under the federal FMLA, provide a notice of rights and responsibilities under the federal FMLA.
- 2. Notify the employee of the reason for ineligibility or denial of leave, if such a determination is made.
- 3. Notify the employee if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

### I. General Requirements

A. <u>Eligibility</u>: For state leave, employees who have been employed by the School District of Rib Lake for one year and who have worked 1,000 hours during the preceding 52 weeks are eligible, upon request, for child rearing, family illness, or employee medical leave as provided under this policy. Employees are to submit written requests for such leaves.

For federal leave, employees who have been employed by the School District of Rib Lake for 12 months within the last 7 years and who have actually worked at least 1,250 hours in the preceding 12 month period are eligible, upon request, for child rearing, family illness, or employee medical leave as provided under this policy. Employees are to submit written requests for such leaves.

B. Length of Child Rearing and Family Illness and Employee Medical Leave: The federal family/medical leave law provides 12 weeks of family and medical leave in a "12 month" period. The "12 month" period shall be based upon a calendar year. Under state law, an employee is entitled to six weeks of child-rearing leave, two weeks of family illness leave, and two weeks of employee medical leave in a calendar year.

State, federal and District leaves provided for the same purposes run concurrently; that is, if the leave qualifies as a School District leave, plus federal and state leave as well, the leaves run concurrently. For example, sick leave used for an employee's medical condition may also qualify as employee medical leave under state and federal law and, as such, is also deducted from an employee's leave entitlement under state and federal laws.

### C. Definitions:

a. <u>Serious Health Condition</u> - Under these procedures, a "serious health condition" is considered to be a disabling physical or mental illness, injury, impairment, or condition involving any of the following:

- i. Inpatient care in a hospital, nursing home, hospice, or residential medical facility; or
- ii. Outpatient care that requires continuing treatment or supervision by a health care provider. The federal family and medical leave act (FMLA) includes a more detailed and expansive definition of a "serious health condition" which is applied upon an employee's request for leave. The physician is required to certify that a "serious health condition" within the meaning of law is involved.
- b. Week Generally, "week" for purposes of partial absence leave means five work days of leave.
- c. <u>Leave Deductions</u> For each work day or work week that an employee works fewer than the regularly scheduled hours for that employee by using partial or intermittent absence leave, the specific amount taken will be deducted for purposes of computing leave taken and leave remaining.
- d. "In loco parentis" Includes employees with day-to-day responsibilities to care for and financially support a child that has no biological or legal relationship to the employee or an individual who stood "in loco parentis" to an employee when the employee was a son or daughter.

# II. Child Rearing Leave

- A. <u>Purpose</u>: Unpaid child rearing leave may be used within 16 weeks prior to, or within 12 months following:
  - a. The birth of the employee's natural child; or
  - b. The placement of a child with the employee for adoption or as a precondition to adoption under section 48.90(2) of the state statutes, but not both; or
  - c. The placement of a child with the employee for 24-hour foster care that is made by or with agreement of a government agency.
- B. <u>Length of Child Rearing Leave</u>: In a 12-month period, no employee may take more than 12 weeks of federal child rearing leave. No more than 12 weeks can be taken for the birth of any one child. If both the mother and father of a child are employed by the District, and they both desire child rearing leave they are generally only entitled to a combined total leave of 12 weeks. Child-rearing leave provided under federal law generally runs concurrently with the six weeks of child-rearing leave provided under state law.
- C. <u>Substitution</u>: An employee may substitute a maximum of six weeks of accrued leave, such as vacation or sick leave, for the first six of the otherwise unpaid 12 week leave period. After the first six weeks, the employee may choose, or the District may require, that accrued paid vacation or certain other leave (but not sick leave), be substituted for part or all of the remaining leave period.

For the first six weeks of leave within 16 weeks prior to or after the child-rearing event (e.g., birth of child), an employee may take child rearing leave as an intermittent or as a partial absence from employment in increments of no less than three and one-half hours. An employee who does so shall schedule the intermittent or partial absence so it does not unduly disrupt the District's

operations. To comply with this requirement, an employee is to provide the District, in writing, with the employee's proposed schedule of intermittent or partial absences no less than two weeks before the schedule of absences is to commence. The schedule must be of a sufficient definiteness that the District is able to schedule replacement employees, if necessary, to cover the absences. Partial or intermittent leave must terminate within 16 weeks following the birth, adoption, or foster placement of a child. Any remaining child-rearing leave must be taken in a single block.

D. <u>Scheduling Child Rearing Leave</u>: An employee is to submit a written request for child rearing leave no less than two weeks before the leave is to commence and must schedule the leave after reasonably considering the District's needs. If the date of the birth, adoption, or foster care placement requires leave to begin sooner, the employee shall provide notice as soon as practicable.

### III. Family Illness Leave

- A. <u>Purpose</u>: Unpaid family illness leave may be used to care for the employee's spouse, child, parents, or spouse's parent if they have a serious health condition as defined by law.
- B. <u>Length of Family Illness Leave</u>: In a 12-month period, no employee may take more than 12 weeks of federal family illness leave for the employee's spouse, child, or parents. The federal leave generally runs concurrently with the two weeks of family illness leave provided under state law in a calendar year. A maximum of two weeks of family illness leave may be taken for a spouse's parent in a calendar year (i.e., January-December).
- C. <u>Substitution</u>: An employee may substitute a maximum of two weeks of paid accrued leave, such as vacation or sick leave, for the first two weeks of the otherwise unpaid 12-week leave period. After the first two weeks, the District may require that any paid vacation be substituted for part or all of the remaining leave period.
- D. <u>Scheduling Family Illness Leave</u>: An employee must consider the needs of the District when scheduling family illness leave.
  - 1. If an employee intends to use family illness leave for a <u>planned</u> medical treatment or supervision of a family member, the employee is to do the following:
    - a) Give the District two weeks advance written notice of the intent to take such leave and the reason for the needed leave. The notice must identify the planned dates of the leave to be taken. This requirement may be waived in emergency situations.
    - b) Schedule the medical treatment or supervision so that it does not unduly disrupt the District's operations. This requirement may be met by providing the District with a proposed schedule for the leave with reasonable promptness after the employee learns of the probable necessity of the leave and, except in the event of an emergency, the schedule must be of sufficient definiteness that the District can schedule replacement employees, if necessary.
    - c) Provide the required medical certification.
  - 2. When medically necessary, an employee may take family illness leave as an intermittent or as a partial absence from employment in increments of no less than three and one-half hours. An employee who does so shall schedule the intermittent or partial absence so it does not unduly disrupt the District's operations. To comply with this requirement, an employee must provide

the District, in writing, with the employee's proposed schedule of partial absences with reasonable promptness after the employee learns of the probable necessity of such leave.

# IV. Employee Medical Leave

- A. <u>Purpose</u>: Unpaid medical leave may be used by an employee who has a serious health condition as defined by law which makes the employee unable to perform his/her job duties.
- B. <u>Length of Medical Leave</u>: No employee may take more than 12 weeks of federal medical leave in a 12-month period. This leave generally runs concurrently with the two weeks of employee medical leave provided under state law.
- C. <u>Substitution</u>: An employee may choose that any paid accrued leave, such as vacation or sick leave, be substituted for part or all of the otherwise unpaid 12-week leave. After the first two weeks, the District may require that any accrued leave, such as vacation, be substituted for part or all of the remaining leave.
- D. <u>Scheduling Employee Illness Leave</u>: An employee may schedule medical leave as medically necessary.
  - 1. If an employee intends to take medical leave for a planned medical treatment or supervision, the employee is to:
    - a) Give the District two weeks written advance notice of the intent to take a leave and the reason for the needed leave. The notice must identify the planned dates of leave to be taken. This requirement may be waived in emergency situations.
    - b) Schedule the medical treatment or supervision so that it does not unduly disrupt the District's operations. This requirement may be met by providing the District with a proposed schedule for the leave with reasonable promptness after the employee learns of the probable necessity of the leave and, except in the event of an emergency, the schedule must be of sufficient definiteness that the District can schedule replacement employees, if necessary.
    - c) Provide the required medical certification.
  - 2. When medically necessary, an employee may take employee medical leave as an intermittent or as a partial absence from employment in increments of no less than three and one-half hours. An employee who does so shall schedule the intermittent or partial absence so it does not unduly disrupt the District's operations. To comply with this requirement, an employee is to provide the District, in writing, with the employee's proposed schedule of partial absences with reasonable promptness after the employee learns of the probable necessity of such leave.

### V. Medical Certification

If an employee requests a family illness or employee medical leave under this policy, the employee must obtain a Medical Certification Form. This form must be fully completed by the employee plus the health care provider treating the family member or employee, and returned to the District.

If the requirements for a certification are not complied with, the District may deny family illness or employee medical leave and the absence will be considered unexcused unless internal leave policies

excuse the absence. The District may request a second health care provider opinion at the District's expense.

### VI. Insurance and Benefits

While an employee is on a child rearing, family illness, or employee medical leave:

- A. The District will maintain group health insurance coverage under the conditions that applied before the leave began. If, prior to the leave, the employee was required to participate in the premium payments, an employee on leave is required to continue with his/her share of the premiums. An employee's failure to make the required payments may result in termination of the employee's insurance coverage. The District's obligation to maintain health and dental benefits will stop if and when an employee informs the District of an intent not to return to work at the end of the leave period, if the employee fails to return to work when leave entitlement is used up, or if the employee fails to make any required payments while on leave.
- B. If the District chooses to do so, it may pay an employee's required premium payments while the employee is on leave. If the District does so and an employee does not immediately repay the District upon the employee's return to work, the District will deduct the amount of the payments from the employee's paycheck.
- C. The District has the right to collect from an employee the health insurance premiums the District paid during a period of unpaid leave if the employee does not return to work after the leave entitlement has been exhausted or expired. An employee must return to work for at least 30 calendar days in order to be considered to have "returned" to work. However, an employee's liability to repay health insurance premiums does not apply if his or her failure to return to work is due to a serious health condition or specific circumstances beyond the control of the employee.

### VII. Return From Leave

- A. <u>Medical Certification</u>: An employee returning from employee medical leave may be required to obtain medical certification from the health care provider that he/she is able to resume work.
- B. <u>Position</u>: Subject to the conditions set forth below in paragraph C for instructional employees, an employee returning from family and/or medical leave can return to his or her old position, if vacant, at the time the employee returns to work. If the position is no longer vacant, the employee may be offered an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
- C. <u>Instructional Employees</u>: Special rules applies to the taking of intermittent or reduced leave, or leave near the end of a school semester, by instructional employees. "Instructional Employees" are those employees whose principal function is to teach and instruct students in a class. This term includes not only teachers, but also athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides whose principal job duty is not teaching or instructing. Nor does the term include cafeteria workers, maintenance workers, or bus drivers.

The following applies to instructional employees while solely on or returning from federal FMLA leave (i.e., applicable Wisconsin leave entitlement exhausted):

- 1. <u>Summer Recess</u>: Leave taken for a period that ends with the school year and begins the next semester is leave taken consecutively rather than intermittently. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee's FMLA leave entitlement. An employee who is on FMLA leave at the end of the school year is provided with any benefits over the summer vacation that employees would normally receive if they had been working at the end of the school year.
- 2. <u>Intermittent Leave</u>: If an instructional employee needs intermittent leave or leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the District may require the employee to choose either to:
  - a) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment. Periods of a "particular duration" means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include one uninterrupted period of leave; or
  - b) Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.
- 3. <u>Lack of Notice</u>: If an instructional employee does not give required notice of foreseeable FMLA leave to be taken intermittently or on reduced leave schedule, the District may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the District may require the employee to delay the taking of leave until the notice provision is met.
  - If an employee chooses to take leave for "periods of a particular duration" in the case of intermittent or reduced schedule leave, the entire period of leave taken will count as FMLA leave.
- 4. <u>End of Semester leave</u>: The following provisions apply to an instructional employee's leave near the end of an academic semester:
  - a) If the leave begins more than five weeks before the end of a semester, the District may require the employee to continue taking leave until the end of the semester if:
    - i) The leave will last at least three weeks and the employee would return to work during the three-week period before the end of the semester.
  - b) If the employee begins leave for a purpose other than the employee's own health condition during the five-week period before the end of a semester, the District may require the employee to continue taking leave until the end of the semester if:
    - i) The leave will last more than two weeks and the employee would return to work during the two-week period before the end of the semester.

- c) If the employee begins leave for a purpose other than the employee's own health condition during the three-week period before the end of a semester, and the leave will last more than five working days, the District may require the employee to continue taking leave until the end of the semester.
  - If the District requires an instructional employee to stay on leave until the end of the school semester in accord with the above provisions, the District will not count the additional leave against the employee's FMLA leave entitlement. In addition, the District will maintain the employee's group health insurance as if the employee were working and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.
  - The determination as to how an employee is to be restored to "an equivalent position" upon return from FMLA leave is made on the basis of established Board policies and practices, relevant provisions of collective bargaining agreements, and provisions of the federal FMLA.
- d) Upon advance notice, an employee may return to work prior to the scheduled end of his/her leave. An employee shall be returned to his/her old position or an equivalent position within a reasonable time after the request to return to work early is made.

# APPENDIX D

# **SUPPORT STAFF WAGE SCHEDULE 2023-24**

RLSD Board Approved 7-13-23

Position	Years of Service							
	1	2	3	4	5	6		
Maintenance/Custodian^	\$16.48	\$16.83	\$17.18	\$17.53	\$17.88	\$18.23		
Secretaries and Custodian^	\$16.17	\$16.49	\$16.84	\$17.17	\$17.53	\$17.89		
Classroom Aides, Clerical Aides, Assistant Cooks	\$15.12	\$15.40	\$15.71	\$16.03	\$16.35	\$16.68		
Food Server, Groundskeeper	\$14.38	\$14.44	\$14.70	\$14.99	\$15.27	\$15.58		

<sup>\*</sup>GF = Grandfathered Employees

Any Support Staff Employee who completes 15 years of service with the district will receive a \$1.00 increase in hourly wage.

<sup>^</sup>Nightshift Differential \$0.50

# APPENDIX E

# 2023-24 EXTRA-CURRICULAR PAY SCHEDULE

RLSD Board 4/14/22

Bus Driver Pay	\$14.00 per hour				
Position (High School)	Base Pay				
Football Head Coach	\$2,971.00				
Varsity Assistant Football	\$2,080.00				
JV Football	\$1,664.00				
Cheerleading Coach	\$915.00				
Volleyball Head Coach	\$2,652.00				
JV Volleyball	\$1,857.00				
C Squad Volleyball	\$1,486.00				
Head Cross Country	\$2,652.00				
Assistant Cross Country	\$1,857.00				
Boys Basketball Head Coach	\$3,395.00				
JV Boys Basketball	\$2,377.00				
C Team Boys Basketball	\$1,901.00				
Girls Basketball Head Coach	\$3,395.00				
JV Girls Basketball	\$2,377.00				
C Team Girls Basketball	\$1,901.00				
Baseball Head Coach	\$2,652.00				
JV Baseball	\$1,857.00				
Softball Head Coach	\$2,652.00				
JV Softball	\$1,857.00				
Head Track Coach	\$2,652.00				
Assistant Track Coach	\$1,857.00				
2 <sup>nd</sup> Assistant Track Coach	\$1,486.00				
Head Forensics	\$1,592.00				
Assistant Forensics	\$1,220.00				
Director: Band	\$1,592.00				
Director: Choir	\$955.00				
Annual Advisor	\$823.00				
All School Drama (2 positions)	\$487.00				
Senior Class Advisor (2 positions)	\$266.00				
Prom Advisor (2 positions)	\$186.00				
National Honor Society (2 Positions)	\$200.00				
Athletic Director	\$2,122.00				
Position (Middle School)	Base Pay				
MS Football	\$1,199.00				
MS Volleyball	\$1,199.00				
MS Cross Country	\$1,199.00				
MS Boys Basketball	\$1,459.00				
MS Girls Basketball	\$1,459.00				
MS Track	\$1,199.00				
MathCounts	\$444.00				

### **OTHER PAY RATES**

Scorekeeper, Clock Operator, FB Announcer
(1 lower level event)

Ticket Seller, FB Chain Crew

VB Line Judge

Athletic Event Supervision

\$33.00/event
\$16.50

\$29.00/event
\$29.00/event
\$51.00 HS

\$41.00 MS (2 games) \$33.00 (1 lower level HS)

Summer Tech Coordinator \$17.00/hr Curriculum Work \$20.00/hr In-School Sub \$20.00/hr

Fitness Center Coordinator \$16.00/hr (Max 100 hours)

Fitness Center Supervisor \$13.00/hr
Pep Band Leader (max. 30 events/year) \$33.00/event
Sound and Light \$20.80/hr
Social Media \$20.80/hr
Non-Staff Substitute Teacher \$125/Day
Long Term Non-Staff Teacher \$180/Day

The procedure for securing athletic workers will be as follows:

Step 1: Staff may volunteer to fill positions.

Step 2: (If necessary) District will find interested community people.

Extended Season Pay for Coaches: Any appearance beyond the first tournament competition (or beyond the regular season for the football team if they qualify for the playoffs) will be paid:

Head Coach @ \$25/day Assistant Coach @ \$20/day

All JV and assistant coaching positions will be based on participation numbers that support competition at both the JV and Varsity levels. The number of coaches for any sport will be determined by administration and the athletic director.

### **NOTE:**

An additional increment of five (5) percent will be added for a maximum of six (6) years to the above extra-curricular pay for each year's service experience in that activity.

In an effort to increase the number of field trip and extracurricular drivers, the district will reimburse an initial bus driver's license \$50.00 to offset the cost of licensure after 10 trips.

# **APPENDIX F**

# School District of Rib Lake 2023-24 School Calendar

								ol Cal							
	August					S	eptemb	er			October				
М	Т	w	Th	F	М	Т	w	Th	F	М	Т	w	Th	F	
	1	2	3	4					1	2	3	4	5	6	
7	8	9	10	11	4	5	6	7	8	9	10	11	12	13	
14	15	NT	NT	18	11	12	13	14	15	16	17	18	19	1	
21	22	23	24	25	18	19	20	21	22	23	24	25	PTC	27	
28	- 1	- 1	- 1		25	26	27	28	29	30	31				
	November					December					January				
М	Т	w	Th	F	М	Т	w	Th	F	М	Т	w	Th	F	
		1	2	3*					1	1	2	3	4	5	
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12	
13	14	15	16	17	11	12	13	14	15	15	16	17*	- 1	- 1	
20	21	22	23	24	18	19	20	21	22	22	23	24	25	26	
27	28	29	30		25	26	27	28	29	29	30	31			
February							March			April					
М	Т	w	Th	F	М	Т	w	Th	F	M	Т	w	Th	F	
			1	2					1	1	2	3	4	5	
5	6	7	8	9	4	5	6	7	8	8	9	10	11	12	
12	13	14	15	16	11	12	13	14	15	15	16	17	18	ı	
19	20	21	22	23	18	19	20	21	SE	22	23	24	25	26	
26	27	PTC	29		25	26	27	28*	29	29	30				
		May					June								
М	Т	w	Th	F	М	Т	w	Th	F	Quarter	r Dates		# Days		
		1	2	3						1	9/1/23-11/3/23		43		
6	7	8	9	10	3	4	5	6	7	2	11/6/23-1/17/24			44	
13	14	15	16	17	10	11	12	13	14	3	1/22/24-3/28/24			43	
20	21	22	23	24	17	18	19	20	21	4	4/2/24-5/31/24			42	
27	28	29	30	31*	24	25	26	27	28						
$\overline{}$		Firet Day	. (0/1/22	\ & Lact D:	w /E/21/2	4) of Sch	ool								
	First Day (9/1/23) & Last Day (5/31/24) of School														
		COLLA DIS	miliaadi												
			cher Sta	ff Develor	ment		Make-U	n Days (Ir	nclement	Weather o	r Health)				
NT .				ff Develop	ment					Weather o			rd.		

Student Days	172
PT Conferences	2
Teacher Days	182
Concerts & Fine Arts	0.5 TOTAL: 182.5

..... Solo Ensemble

May 24 ..... Graduation

\*March 28 &/or April 1 may be used for make-up days.

### **APPENDIX G**

#### EMPLOYMENT POSTERS

# **Employee Protections Against Use of Honesty Testing Devices**

https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_10861\_p.pdf

# **Employee Rights and Responsibilities**

**Under the Family and Medical Leave Act** 

http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf

# **Employee Rights Under the Fair Labor Standards Act**

http://www.dol.gov/whd/regs/compliance/posters/minwagep.pdf

### Employee Rights under Wisconsin's Business Closing/Mass Layoff Notification Law

https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_9006\_p.pdf

### **Family and Medical Leave Entitlements**

Federal FMLA: <a href="http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf">http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf</a>

Wisconsin FMLA: <a href="https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_7983\_p.pdf">https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_7983\_p.pdf</a>

Wisconsin Bone Marrow and Organ Donation

Leave: https://docs.legis.wisconsin.gov/statutes/statutes/103/11

### Federal Fair Labor Standards Act

http://www.dol.gov/whd/regs/compliance/posters/wh1385State.pdf

### Hazardous Chemicals in the Workplace?

https://dsps.wi.gov/Documents/Programs/FireDeptSafetyHealth/SBD6894.pdf

### Hours and Times of Day Minors May Work in Wisconsin

https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd 9212 p.pdf

# Notice to Employees About Applying for Wisconsin Unemployment Benefits

https://dwd.wisconsin.gov/dwd/publications/ui/ucb\_7\_p.pdf

### Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd 9116 p.pdf

### Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan

https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd 11054 p.pdf

# **Occupational Injuries and Illnesses Summary**

http://www.osha.gov/pls/oshaweb/owadisp.show\_document?p\_table=STANDARDS&p\_id=11301

### **OSHA Job Safety and Health**

http://www.osha.gov/Publications/osha3165.pdf

## **Public Employee Safety and Health**

https://dsps.wi.gov/Documents/Programs/PublicSafety/SBD9301.pdf

### **Retaliation Protection for Health Care Workers**

https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_12210\_p.pdf

# U.S. DEPARTMENT OF LABOR WORKPLACE POSTER REQUIREMENTS FOR SMALL BUSINESSES AND OTHER EMPLOYERS

http://cdn2.hubspot.net/hub/146188/file-494314682-

<u>pdf/docs/14558\_federal\_workplace\_poster\_requirements\_for\_small\_businesses\_and\_other\_employers.pd</u> f

# Your Rights Under USERRA: The Uniformed Services Employment and Reemployment Act

(complete information from Dept. of Labor)

http://www.dol.gov/vets/programs/userra/USERRA Private.pdf#Non-Federal

# Your Rights Under USERRA

The Uniformed Services Employment and Reemployment Rights Act

http://www.dol.gov/vets/programs/userra\_private.pdf

### Wisconsin Fair Employment Law

https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_4531\_p.pdf

### **Wisconsin Minimum Wage Rates**

English https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\_9247\_p.pdf