

# **Rio Community School District Employee Handbook**



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## **Employee Acknowledgment**

**(To be signed and returned to the District Administrator.)**

*I hereby acknowledge that it is my responsibility to access the Rio Community School District Employee Handbook online. My signature below indicates that I agree to read the Handbook and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the Board of Education Policy Manual. The Employee Handbook and the Board Policies Manual can be located throughout the District in the principals' offices and on the District's webpage. The information in this Handbook is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this Handbook. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes.*

*I understand that by accepting employment with the Rio Community School District, I am not being asked or required to provide anything in return beyond my services. I further understand that only the School Board has the authority to create an employment contract, and such contract must be in writing and signed by the School District in order to be valid. Subject to any applicable employment contract under Wis. Stat. 118.21, I understand that my employment with the District is at-will and may be terminated by myself or the District per District policies and procedures. I understand that nothing in this Handbook is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any).*

*I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this Handbook, the contract shall govern with respect to that issue.*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*(The District Office will maintain this page in the employee's personnel file. After the employee ceases employment with the District, the District will maintain this record pursuant to its records retention schedule, or if none, for a period of no less than 7 year)*

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Rio Community School District

20\_\_-20\_\_ Teacher Contract

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# DISTRICT'S MISSION AND VISION STATEMENT

## Mission Statement

The purpose of Rio Community Schools is to educate, empower, and enable all students to become caring, contributing citizens who will succeed in an ever-changing world. Stakeholders of the Rio Community School District are committed to focusing on high expectations and individual academic success and to creating a community of respect and responsibility.

## Vision Statement

To cultivate a dynamic learning environment that fosters academic excellence and equips students with the real-world skills needed to thrive and contribute as responsible global citizens.

## District Contact Information

<b>Accidents:</b>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<b>Certification/Testing:</b>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<b>District Policies/Procedures:</b>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<b>Emergency/Security:</b>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<b>Employment/Interviews:</b>	
Admin./Professional	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
Teacher Paraprofessional	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
Maintenance	<b>Randy Starker, 920-992-3141 Ext 197</b>
Transportation	<b>Smith Bus, 608-429-2732</b>
Food Service	<b>Sara Meixner, 920-992-3141 Ext 188</b>
Athletics	<b>Jared Napralla, 920-992-3141 Ext 250 or 626</b>
<b>Facilities :</b>	<b>Matt Davis, 920-992-3141, Ext 115 (Middle/High School)</b> <b>Michael Lichucki, 920-992-3143 Ext 608 (Elementary)</b>
<b>Grievances:</b>	

<i>Personnel</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<b>Title IX Coordinator</b>	<b>Matt Davis, 920-992-3143, Ext 115</b>
	<b>Sarah Becker, 920-992-3143, Ext 625</b>
<b>Insurance:</b>	
<i>Health/Dental</i>	<b>Paula Glaser, 920-992-3141, Ext 118</b>
<i>Property and Casualty Losses</i>	<b>Paula Glaser, 920-992-3141, Ext 118</b>
<i>Salary Reductions/Annuities</i>	<b>Paula Glaser, 920-992-3141, Ext 118</b>
<i>COBRA &amp; FML</i>	<b>Paula Glaser, 920-992-3141, Ext 118</b>
<i>Worker's Compensation</i>	<b>Paula Glaser, 920-992-3141, Ext 118</b>
<b>Leave of Absence:</b>	
<i>Professional Sick Leave (FMLA)</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<i>Professional Temporary Disability</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<i>Hourly Sick Leave (FMLA)</i>	<b>Paula Glaser, 920-992-3141, Ext 118</b>
<i>Hourly Temporary Disability</i>	<b>Paula Glaser, 920-992-3141, Ext 118</b>
<i>Bereavement</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<i>Professional/Military</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<b>Media/Communications:</b>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<b>Personnel File:</b>	
<i>Professional</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<i>Non-Contract Hourly</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<b>Professional Development:</b>	
<i>Professional</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<i>Paraprofessional</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<i>Hourly</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<b>Professional Library:</b>	<b>Linda Mertz, 920-992-3141, Ext 131 or 633</b>
<b>Resignations/Separations:</b>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<i>Contract – Professional</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<i>Paraprofessional/ Non-Contract Hourly</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<i>Co-Curricular</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<b>Salary/Contracts/Letters of Assignment:</b>	
<i>Professional</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<i>Paraprofessional/ Non-Contract Hourly</i>	<b>Michael Lichucki, 920-992-3143, Ext 608</b>
<i>Payroll</i>	<b>Paula Glaser, 920-992-3141, Ext 118</b>

***Substitute Professional/Support Staff      Michael Lichucki, 920-992-3143, Ext 608***

***Transfer Procedures:***

*Professional      Michael Lichucki, 920-992-3143, Ext 608*

*Education Assistant/Non-Contract      Michael Lichucki, 920-992-3143, Ext 608*

# District Emergency Procedures

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

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

**Television:** WISC Channel 3-Madison  
WMTV Channel 15-Madison  
WKOW Channel 27-Madison

**Radio Stations:** WXRO/WBEV-Beaver Dam  
WPDR/WDDC-Portage

*Employees are encouraged to monitor these TV and radio stations.*

## **Security**

***In case of an emergency call: 911***

Michael Lichucki (Work Cell) 920-296-4202  
(Personal Cell) Will be given to employees

Randy Starker (Work Cell) 920-296-4201

# District Building Office Address and Telephone Numbers

*Rio Elementary School  
355 Lowville Road  
Rio, Wisconsin 53960  
920-992-3143*

*Rio Middle/High School  
411 Church St  
Rio, Wisconsin 53960  
920-992-3141*

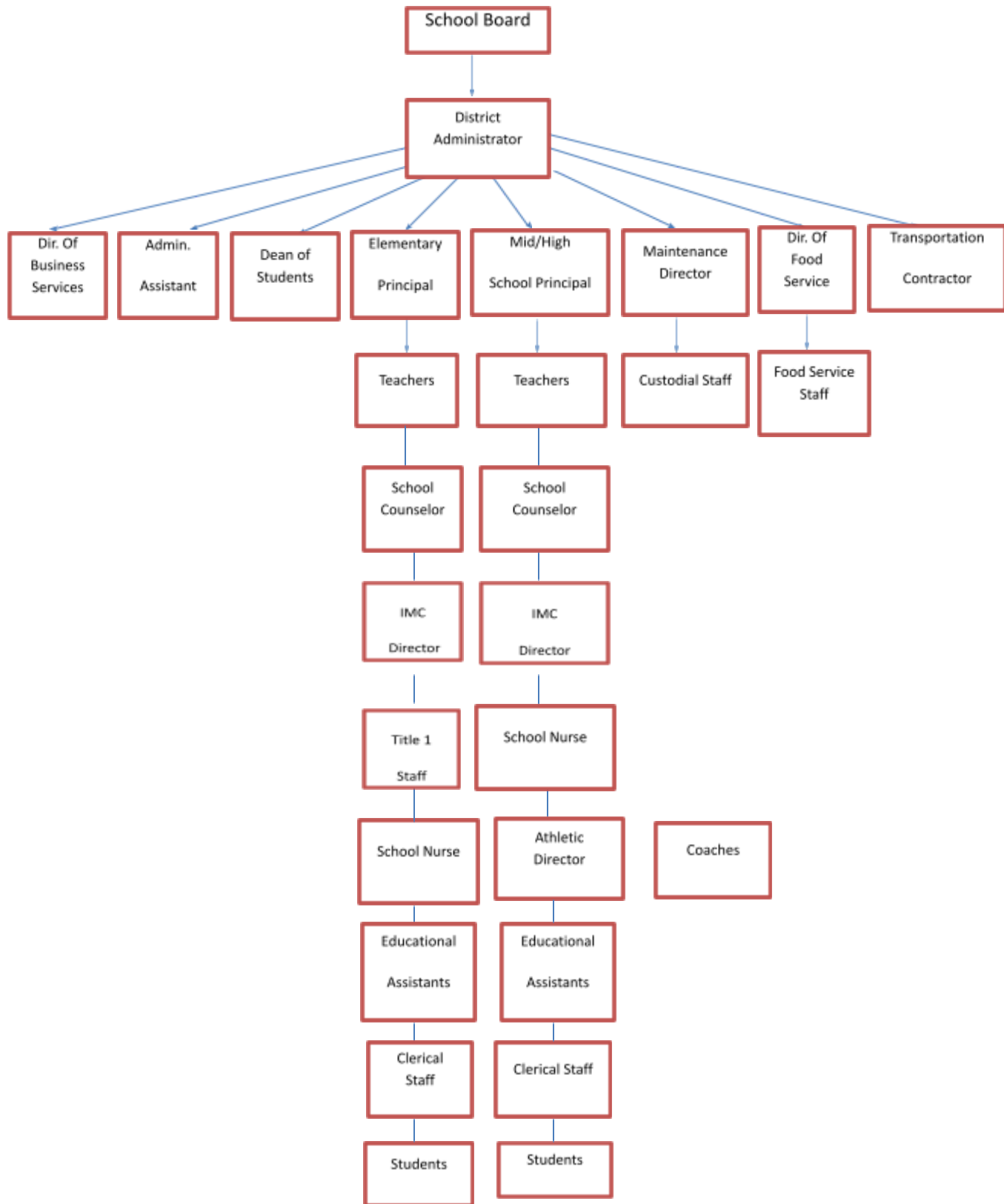
## *District Organizational Chart*

*The Board of Education desires the District Administrator to establish clear understanding on the part of all personnel of the working relationships in the school system. Lines of direct authority should be those approved by the Board and shown on the District's organizational chart.*

*Personnel shall be expected to refer matters requiring administrative action to the administrator/supervisor to whom they are responsible. That administrator/supervisor shall refer such matters to the next higher administrative authority when necessary. Additionally, all personnel will be expected to keep the person to whom they are immediately responsible informed of their activities by whatever means the person in charge deems appropriate.*

*It is expected that the established lines of authority will serve most purposes. All personnel shall, however, have the right to appeal any decision made by an administrative authority to the next higher authority and through the appropriate successive steps to the Board of Education.*

*Additionally, the lines of authority do not restrict in any way the cooperative, sensible working together of all staff members at all levels in order to develop the best possible school programs and services. The established lines of authority represent direction of authority and responsibility and avenues for a two-way flow of ideas to improve the program and operations of the school system.*



# **DISTRICT ACADEMIC CALENDAR**

*The school calendar shall be determined by the Board. The determination of the structure of the days, (e.g. instructional, in-service, workdays, etc). shall be at the discretion of the Board and can be obtained in the District Office on the school district website ([www.rio.k12.wi.us](http://www.rio.k12.wi.us)) under the "District" tab.*



# **Part One: Provisions Applicable to all Staff**



## Section 1: PREAMBLE AND DEFINITIONS

### **About this Handbook**

- A. Employees Covered: *This Handbook is provided as a reference document for the Rio Community School District (hereinafter referred to as "District")*
- B. Disclaimer: *The contents of this Handbook are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guarantee of continued employment. Notwithstanding any provisions of this Handbook, employment is at-will and may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this Handbook or individual contract.*

*In case of a direct conflict between this Handbook, rules, regulations or policies of the Board, and any specific provisions of an individual contract or collective bargaining agreement, the individual contract or collective bargaining agreement shall control.*

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

### **1.01 Definitions**

- A. Administrative Employees: *Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.*
- B. 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.*
- C. Discipline: *Discipline is defined as a suspension [unpaid or paid], or a written reprimand.*
- D. Regular Employees: *Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.*

1. Regular Full-time Employee: Regular full-time employees are defined as ones who work 35 or more hours per week for a school year or more per year.
2. Regular Part-time Employee: Regular part-time employees are defined as ones who work a school year or more, but less than 35 hours per week for a school year or more per year.
3. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.

E. 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. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.

1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
3. Summer student employees performing non-exempt duties shall be paid in accordance with the following hourly wage schedule:

First Summer of Employment	Second Summer of Employment	Third Summer of Employment	Fourth Summer of Employment	Fifth Summer of Employment
\$10.00 per hour	\$10.50 per hour	\$11.00 per hour	\$11.50 per hour	\$12.00 per hour

- F. Non-Exempt Employees: Non Exempt Employees are paid on an hourly basis and are entitled to overtime pay for hours worked in excess of 40 hours per week.
- G. Exempt Employees: Employees in “exempt” positions are generally paid on a salary basis and are excluded from specific provisions of federal and state wage and hour laws and are not eligible for overtime pay. Employees should contact their supervisor if they are unsure of their position’s designation.

- H. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence.
- I. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.
- J. Teacher: Teachers are defined as persons hired under a contract under § 118.22, Wis. Stats.
- K. Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.
- L. Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include a voluntary retirement, voluntary resignation, nonrenewal of contract under § 118.22, Wis. Stats. or § 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.

## **1.02 General Personnel Policies**

*This Employment Handbook is subservient to, and does not supersede the provisions set forth in District policies*

### [SECTION 2: EMPLOYMENT LAW](#)

## **2.01 Employment of Minors**

*No one under eighteen (18) years of age will be employed without providing proper proof of his or her age. Minors will be employed only in accordance with state and federal laws and District policies.*

## **2.02 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, 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 non working 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.*

*The District will provide reasonable accommodations to qualified individuals with a disability and to employees with sincerely held religious beliefs to the extent required by law, unless such accommodations would impose an undue hardship on the District.*

*Requests for accommodations from current employees must be made in writing in accordance with District policies and/or procedures.*

*Board Policy-Policy 511*

## **2.03 Equal Opportunity Complaints**

*The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District.*

*Board Policy-511-Rule*

## **2.04 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 Handbook. Notification of rights under the FLSA is set forth in the employment poster section in Handbook.*

## **2.05 Family and Medical Leave**

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

- *The federal Family and Medical Leave Act (FMLA)*
- *The Wisconsin Family and Medical Leave Act (WFMLA)*
- *The Wisconsin Bone Marrow and Organ Donation Leave law*

*The FMLA and WFMLA offer leave entitlements to eligible employees related to the following circumstances:*

- *Leave for the employee's own serious health condition.*
- *Leave to care for certain individuals who have a serious health condition.*
- *Leave connected to the birth of a child, the adoption of a child, and certain foster placements.*

*The federal FMLA also provides for periods of leave and various related rights to eligible employees for the following:*

- *Certain qualifying exigencies that arise when an eligible employee's spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty; and*

- To care for a covered servicemember with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.

Separate from the WFMLA and FMLA, state law also provides for work-related leave and certain related rights for eligible employees who serve as a bone marrow or organ donor.

- A. Notification of Benefits and Leave Rights: Information concerning federal FMLA entitlements and employee obligations under the FMLA will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1).

Information concerning family and medical leave rights under the Wisconsin Family and Medical Leave Act will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at:

[https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_7983\\_p.pdf](https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf).

Information concerning leave rights under the Wisconsin Bone Marrow and Organ Donation Leave law will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at:

[http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_18114\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_18114_p.pdf).

- B. Requesting Leave: Employees shall adhere to applicable law and District-established procedures for requesting, using, and returning from a period of leave that may be for an eligible purpose under one or more of the laws addressed in this section. These procedures are available upon request in the District office and/or online at [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_18114\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_18114_p.pdf). No employee may approve or deny his/her own requests for leave that may be taken under the laws addressed in this policy. The duration and other terms and conditions of any approved leave will be as specified in the applicable laws, as expressly supplemented by District-established guidelines and procedures and by the notices that the District provides to an employee in a specific situation.

Pursuant to the established procedures described above, employees are expected to provide the District with reasonable notice of the need for leave, and this notice should be provided in advance of the need for leave whenever possible. Reasonable notice is normally at least 30 days prior to the date the leave is to begin, except that when 30 days' notice is not practicable (e.g., because the need for leave could not reasonably have been foreseen or planned for that far in advance), notice should be given as soon as possible and practical under the circumstances. In most circumstances, when an employee becomes aware of a need for leave fewer than 30 days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day after becoming aware.

- C. Eligibility Determinations: 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:

- *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, including notice of the employee's ability to take leave intermittently or on a reduced schedule (if eligible). .*
- *Notify the employee of the reason for ineligibility or denial of leave, if such a determination is made.*
- *Notify the employee if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.*

*Employees are encouraged to direct any questions regarding this section of the handbook, or its applicability to their particular circumstances, to the district administrator or the director of business services.*

## **2.06 Immigration Law Compliance**

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

## **2.07 Harassment and Bullying**

*The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of harassment and bullying. The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:*

- A. Unwelcome sexual advances, comments or innuendos;*
- B. Physical or verbal abuse;*
- C. Jokes, insult or slurs based on any personal characteristic described above in section 2.02*
- D. Taunting based on any personal characteristic described above in section 2.02 and /or*

- E. *Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.*

*All employees are responsible for ensuring that harassment and bullying do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain that harassment and bullying does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of harassment or bullying, or has knowledge of violations of this policy, shall report the matter in accordance with established complaint procedures in Board Policy 411. All reports regarding employee harassment or bullying shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee discrimination or harassment. Actions that result in discrimination on a basis not related to an employee's job performance, or those that are determined to be harassment, shall be subject to disciplinary action, up to and including dismissal.*

*All employees have a duty to report incidents of alleged harassment and bullying to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of alleged harassment or bullying, as described above, may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to discrimination or harassment complaints, or to act on their knowledge of violation of this policy, will likewise be subject to disciplinary action, up to and including dismissal.*

*Board Policy-411.1*

## **2.08 Title IX-NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES**

*The Board of the Rio Community School District (hereinafter referred to as "the Board" or "the District") does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX, including in admission and employment.*

*Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. The Board is committed to maintaining an education and work environment that is free from sex discrimination (including sex-based harassment), responding promptly and effectively when it has knowledge of conduct that reasonably may constitute sex discrimination, and addressing sex discrimination in its education program or activity. Persons who commit sex-based harassment are subject to the full range of disciplinary sanctions set forth in this policy. The Board will provide persons who have experienced sex-based harassment ongoing remedies as reasonably necessary to restore or preserve access to the District's education program or activity.*



## Section 3: GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

### **3.01 District Expectations**

*The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this Handbook and legal obligations.*

*The District expects employees to comply with the standards of conduct set out in Board policies, this Handbook, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.*

*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, terms of this Handbook and legal obligations.*

### **3.02 Accident/Incident Reports**

*All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form [please see separate form on this item –include reference to accident report form in Appendix must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation section of this Handbook.]*

### **3.03 Attendance**

*The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the 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. Breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as further specified in other parts of this Handbook. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator.*

*Employees who are unable to report to work shall call Kayla Schmidt for teaching staff and educational assistants; Randy Starker for custodial staff and Sara Meixner for kitchen staff ; Michael Lichucki and for office staff, Matt Davis for MS/HS staff as soon as possible when it becomes apparent they will not be able to be at school. Any time spent not working during an employee's scheduled day must be accounted for in Skyward Employee Access using the appropriate reasons that are listed in the Skyward Employee Access program. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including*

termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

### **3.04 Child Abuse Reporting**

- A. *Except as provided under Wisconsin Statute § 48.981, sub. (2m), any of the following persons who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B: school nurse, social worker, professional counselor, school teacher, school administrator, school counselor, child care worker in a child care center, or residential care center for children and youth, a child care provider, an alcohol or other drug abuse counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a dietitian, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.*
- B. *A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel, and the county department, of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.*
- C. *Employees who are not mandatory reporters as set forth in paragraph A, above, and who in connection with their job responsibilities have reasonable cause to suspect that a child has been abused or neglected or who have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur, shall notify their immediate supervisor or other administrative personnel of such alleged abuse. Board Policy-454*

### **3.05 Communications**

*District employees are expected to abide by the following rules when using information technology and communication resources*

- A. *Electronic Communications:*
  - 1. *Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.*

2. *The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.*
  3. *Electronic mail transmissions, and other use of the District's electronic communications systems or devices by employees, shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and District administration. External electronic storage devices are subject to monitoring if used with District resources.*
- B. *User Responsibilities:* *Network/Internet users (students and District employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the network/internet:*
1. *The user in whose name a system account is issued, will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.*
  2. *The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.*
  3. *Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.*
  4. *A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.*
  5. *A user may not disable internet tracking software, or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff, or in accordance with the District's technology department's directives.*

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

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

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

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

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

- D. *Limited Electronic Communication with Students:* *Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:*

1. *The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).*
2. *If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.*
3. *The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page*

*("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.*

- 4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.*
- 5. The employee shall not communicate with any student between the hours of 9:00 p.m. and 7:00 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.*
- 6. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:*
  - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.*
  - b. confidentiality of student records. Board Policy 347*
  - c. confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses. Board Policy 526*
  - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.*
  - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.*
- 8. Upon receiving a complaint or written request from a parent, the administration may direct an employee to refrain from communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.*

*E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. Board Policy 823.1*

*Employees who create pupil records via email need to ensure that student records are retained for the period of time specified by the student records law. For this reason, the*

*District heavily discourages the use of email as the means to communicate about individually identifiable students.*

- F. **Electronic Recording:** *Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.*
- G. **Compliance with Federal, State and Local Law:** *For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:*
- 1. Confidentiality of student records. Board Policy-347*
  - 2. Confidentiality of other District records, including staff evaluations and private email addresses.*
  - 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.*
  - 4. Prohibition against harming others by knowingly making false statements about a colleague or the District. Board Policy 523.4*
- H. **Personal Web Pages:** *Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website or **app** that purports to be an official/authorized website/**app** of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website or **app**.*
- I. **Disclaimer:** *The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in*

*the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.*

### **3.06 Confidentiality**

*Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board Policy 347. 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 appropriate administrator.*

### **3.07 Conflict of Interest**

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

### **3.08 Contracts and Conflict of Interest**

*No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. See Wis. Stats. § 946.13(1)(a) and (b).*

### **3.09 Copyright**

*A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to Michael Lichucki, District Administrator and Board Policy 771.1.*

### **3.10 Criminal Background Checks**

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

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

*Additionally, all persons applying for any position shall be required to:*

- 1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information.*
- 2. Submit to criminal history records checks to be conducted by the Wisconsin Department of Justice and/or similar state agencies for other states.*

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

### **3.11 Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record**

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

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



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

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

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

### **3.12 District Property**

*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 against theft. Employees cannot take District property for personal use or gain. District equipment borrowed for short term use should be returned the first work day after project completion.*

### **3.13 Diversity Initiatives**

*It is the policy of the District to take initiatives to achieve equal employment opportunity in all personnel actions and procedures, including, but not limited to, recruitment, hiring, training, transfers, promotions, compensation, and other benefits.*

*This policy is to be administered not only without prejudicial and discriminatory regard to any protected status which includes, but is not limited to race, creed, color, disability, national origin, sexual orientation, religion, age and sex, but special efforts in recruitment and employment shall be taken to overcome barriers to equal employment opportunities.*

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

*The District seeks to provide a safe drug-free workplace for all of its employees.*

- A. **Prohibited Acts - Drugs and Alcohol:** Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol,*

- inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage, as defined in Wisconsin Statutes, while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. Board Policy 522.1 [41 U.S.C. 702(a) (1) (A)]*
- B. Tobacco Products:** *Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Board Policy 522.2. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.*
- C. Drug-Free Awareness Program:** *The District shall distribute drug-free awareness information to employees regarding the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and the penalties that may be imposed upon employees for drug abuse violations. (See Policy 522.1, Drug-Free Workplace and 41 U.S.C. § 702(a) (1)).*
- D. Reasonable Suspicion Testing:** *All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. (A trained supervisor must make the observations.) Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.*
- E. Additional Testing and Requirements:** *Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the "Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures." PRG Policy 523.11(F) contains the form.*
- F. Consequence for Violation:** *Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such*

*sanctions may include referral to drug and alcohol counseling or rehabilitation programs or discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. Board Policy 522 [U.S.C. 702(a0) (1) (A)]. Compliance with the District's policies and rules is mandatory and is a condition of employment.*

- G. Notification of Conviction:** *As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)]*

### **3.15 Employee Identification Badges**

*The District shall provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, co-workers, vendors and the public to know who employees are. They are an important part of providing a secure environment for our students. Employees must wear their employee identification badges in a visible spot during their contracted work time.*

### **3.16 False Reports**

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

### **3.17 Financial Controls and Oversight**

*The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement, unless the employee's percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.*

### **3.18 Fraud and Financial Impropriety**

*The District prohibits fraud and financial impropriety, as defined below, in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District.*

A. *Fraud and financial impropriety shall include but is not limited to the following:*

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

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

*monetary loss to the District, the District may seek to recover lost or misappropriated funds.*

### **3.19 Gambling**

*Gambling on District-owned or leased premises is prohibited at all times. Gambling during the workday, on or off District property, is prohibited.*

### **3.20 Gifts and Sale of Goods and Services**

- A. **Gifts:** *An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities, that are provided in connection with a conference or similar work-related activity where the employee's supervisor has reviewed the agenda for the conference or other activity and concluded that such incidentals primarily facilitate the employee's attendance at and participation in the activity, and, therefore, primarily benefit the District rather than serving primarily as a personal benefit. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students.*  
**Note:** *Immediate family shall have the same definition as used in Section 11.01 (Board Policy-840)*

*It is the District's policy (Board Policy-840) for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to District Administrator for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats.. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employee's' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to (Board Policy 840) for information on conflicts of interest and (Board Policy 840) for gifts and solicitations and § 19.59, Wis. Stats.*

- B. **Sale of Goods and Services:** *No District employee may receive for his or her personal benefit anything of value from any person other than his or her employing District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of his or her employing District or at an activity of his or her employing District. § 118.12, Wis. Stats.*

### 3.21 Honesty

*Honesty is a core value in the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, pupil records, etc.*

### 3.22 Investigations

- A. **Expectation of Cooperation:** *In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph "B". Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.*
- B. **Investigation interplay with potential criminal conduct:** *If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a Garrity warning. Garrity v. New Jersey, 385 U.S. 493 (1967).*
- C. **Administrative Leave:** *The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.*

### 3.23 Licensure/Certification

*Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in his or her personnel file. Personnel files can be found in Director of Business Services Office. 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.*

### 3.24 Nepotism

- A. *Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.*
- B. **Definition:** *For the purposes of this Handbook, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as*

*a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.*

- C. **Employee Reporting Requirements:** *Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District. (Board Policy-453.3)*

### **3.25 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel Reimbursement**

- A. **Commercial Driver's License (CDL):** *In addition to the notice requirements in paragraph A, above and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.*
- B. **Drivers:** *All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. See Wis. STAT. § 121.52(2).*

#### **C. Personal Transportation Utilized for School Use**

##### **1. Car Insurance**

*Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability or \$250,000/\$500,000 bodily injury and \$100,000 property damage. This form of alternative transportation will be utilized only as a last resort, and employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle. § 121.555, Wis. Stats.*

##### **2. Personal Vehicle Reimbursement**

*Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion,*

*provided the District's maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of five hundred dollars (\$500.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.*

3. *All transportation will be done in accordance with Board policy.*

### **3.26 Outside Employment**

*Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The School Board expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment.*

### **3.27 Personal Appearance/Staff Dress Code**

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

*The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.*

### **3.28 Personal Property**

- A. **Liability:** *The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.*
- B. **Search of Personal Effects [Please see section 3.40 of the Handbook for information on the Search of District Property]:** *Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within*



*personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.*

### **3.29 Personnel Files**

*An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file, at least two times per calendar year, while in the presence of the administrator or his designee. The employee shall be entitled to have a representative accompany him/her during such review. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those files. The removal of this file from the safekeeping place will be done by the official personnel file custodian. The employee's personnel file or any part thereto may not be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy.*

*If the request to review personnel records is pursuant to an active grievance filed by that employee, the District will provide copies of the records to the employee, at the employee's expense, and the employee and his or her representative may examine the copies outside of the presence of the administrator/records custodian.*

*After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.*

### **3.30 Personnel – Student Relations**

*All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.*

*The Board fully supports the right and desire of teachers to maintain a proper disciplinary atmosphere in all classrooms. The Board further realizes that this is necessary if students and teachers are to realize maximum effectiveness in the cooperative goals of educational excellence.*

### **3.31 Physical Examination**

**A. Tuberculosis (TB) Testing Requirement Upon Initial Hiring:** In accordance with state health regulations and district policy, all newly hired

employees of the Rio Community School District are required to provide documentation of a negative tuberculosis (TB) test prior to the start of employment.

**Requirements:**

- A TB test must be completed within 90 days prior to the first day of work.
- Acceptable documentation includes results from a Tuberculin Skin Test (TST) or an Interferon-Gamma Release Assay (IGRA) blood test.
- If a positive result is reported, the employee must provide evidence of a medical evaluation, including a chest X-ray if applicable, and medical clearance from a licensed healthcare provider.
- Employees who have previously tested positive for TB must provide documentation of their diagnosis and a current medical clearance indicating they are not contagious.

**Responsibility:**

It is the responsibility of the new hire to arrange for testing and ensure that documentation is submitted to the District Office before the first day of employment. Employees are encouraged to go to the district recommended provider. Failure to complete the TB testing requirement may result in a delay in employment or removal from the position.

**Exceptions:**

Employees who have submitted valid TB test results to a previous Wisconsin school employer within the past 90 days may transfer that documentation, provided it meets current district requirements.

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

### **3.32 Political Activity**

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

- A. *No school employee shall, during hours for which pay is received or during which a student is present, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.*
- A. *No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.*
- B. *No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.*

### **3.33 Position Descriptions**

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

### **3.34 Severance from Employment**

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

- A. *Termination pursuant to the terms of this Handbook and the employee's individual contract [if any];*
- B. *voluntary resignation;*
- C. *retirement;*
- D. *nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];*
- E. *failure to return to work following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer [only applicable to employees where a reemployment process is expressly provided for in other sections of this Handbook];*
- F. *the employee having been on reemployment opportunity status for twelve (12) consecutive months [only applicable to employees where a reemployment process is expressly provided for in other sections of this Handbook];*
- G. *failure to return to work the day following the expiration of an authorized leave of absence; and*
- H. *Job abandonment.*
- I. *A layoff due to staffing determinations by the District.*

### **3.35 Solicitations**

*All solicitations of employees must be approved in advance by the administration and be consistent with Board Policy.*

### **3.36 Student Code of Conduct**

*The Student Code of Conduct is available upon request in each of the school offices.*

### **3.37 Teamwork**

*Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are:*

- A. Getting to know co-workers and their capabilities.*
- B. Helping to create a pleasant, caring and enjoyable work atmosphere.*
- C. Making use of District technology to effectively communicate with all employees in the District.*
- D. Making use of District technology in order to perform all job functions well.*

*Teamwork is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District's mission.*

### **3.38 Wellness**

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

### **3.39 Employee (Whistleblower) Protection**

- A. **Complaint Procedure:** If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.*
- B. **Purpose:** It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.*
- C. **Anti-Retaliation:** An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the*

*alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.*

### **3.40 Work Spaces, Including Desks, Lockers, etc.**

*Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for under section 3.28, subsection B of this Handbook.*

### **3.41 Work Made for Hire**

*Occasionally an employee has questions regarding the use of materials to be included in books or other commercial materials. Such materials created by the employee may include lesson plans, staff development presentations or tests/test items. Any work prepared by an employee within the scope of his/her employment is owned by the District. Under federal copyright laws, this is called "work made for hire." An employee with questions regarding ownership or copyrights on materials prepared within the scope of his/her employment should consult with his/her supervisor.*

### **3.42 Workplace Safety**

**A. Adherence to Safety Rules:** *All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:*

- 1. Location of fire alarms;*
- 2. Location of fire extinguishers;*

3. *Evacuation routes; and*
4. *Whom to notify in case of fire*

*Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.*

**B. *Protection of Staff:*** *An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.*

1. *“Injury” means physical harm to an employee caused by accident or disease in the performance of duties by the employee.*
2. *“Performance of duties” means duties performed within the employee’s authorized scope of employment and performed in the line of duty.*

**C. *Notification of Safety and Health Standards:*** *Wisconsin Statute § 101.055 requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.*

*The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under the Part I, section 5 of this Handbook and Board policy 523.4 to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See Wis. STAT. § 101.055; Public Employee Safety and Health, available at <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>*

**D. *Weapons Prohibition:*** *Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: Wis. STAT. §§ 120.13(1), 948.60, .605, .61.*

1. *This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location*

*covered by this policy (e.g., law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).*

- 2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.*
- 3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the District Administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.*
- 4. Hunting may be allowed in the school forest when school or rental groups are not using the property and with written permission from the District Administrator. Hunting for a wild animal will not be permitted in the school forest when there is not an open season for that animal on land adjacent to the school forest. All persons authorized to hunt in the school forest shall abide by state and federal laws while hunting on school forest property including, without limitation, laws applicable to firearms and hunting, and shall abide by all District rules regarding the use of the school forest.*

**E. Disaster Preparedness:** *All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.*

**F. Workplace Safety Definition for Grievance Procedure:** *In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:*

- 1. 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).*
- 2. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions).*
- 3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).*
- 4. The individual(s) filing the grievance must propose a specific remedy.*
- 5. The issue and proposed remedy must be under the reasonable control of the District.*

### **3.43 Violence/Bullying in the Workplace**

- A. **Expectations:** *Violent behavior of any kind or threats of violence, either direct or implied are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.*
- B. **Definitions as Used Under this Section:**
1. **Workplace Violence:** *Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.*
  2. **Threat:** *A communicated intent to inflict physical or other harm on any person or property.*
  3. **Intimidation:** *Behavior or communication that comprises coercion, extortion, duress or putting in fear.*
  4. **Court Order:** *An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.*
- C. **Prohibited Behavior:** *Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:*
1. *Assault or battery.*
  2. *Blatant or intentional disregard for the safety or well-being of others.*
  3. *Commission of a violent felony or misdemeanor.*
  4. *Dangerous or threatening horseplay or roughhousing.*
  5. *Direct threats or physical intimidation.*
  6. *Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.*
  7. *Physical restraint, confinement.*
  8. *Possession of weapons of any kind on District property [please see section 3.42].*
  9. *Stalking.*
  10. *Any other act that a reasonable person would perceive as constituting a threat of violence.*
- D. **Reporting Procedure:** *An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:*



1. *If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.*
2. *If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible and file documentation of the incident.*
3. *An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.*

- E. *Investigation and Investigation Findings:*** *The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.*

*In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.*

### **3.44 Legal Custodian of Records**

*For purposes of applicable public records law, the District's legal custodian is Michael Lichucki, District Administrator, who is vested by the Board with full legal power to render decisions and carry out the District's statutory public records responsibilities*

## [Section 4: MANAGEMENT RIGHTS](#)

### **4.01 Delineation of Rights**

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

- A. *To direct all operations of the school system;*

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

## [Section 5: GRIEVANCE PROCEDURE](#)

### **5.01 Purpose**

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

### **5.02 Definitions**

- A. Grievance: A "grievance" is defined as any complaint that arises concerning discipline, termination or workplace safety.*
- B. Grievant: A "grievant" may be any employee or group of employees.*
- C. Day: The term "days" as used in this Section shall mean regularly scheduled workdays, unless otherwise indicated.*

- D. *"Discipline" is defined in Part I, Section 1.02, Subsection C. of the Handbook.*
- E. *"Termination" is defined in Part I, Section 1.02, Subsection J. of the Handbook.*
- F. *"Workplace safety" is defined in Part I, Section 3.43, Subsection F. of the Handbook.*

### **5.03 Time Limits**

*The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section 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 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.*

### **5.04 Grievance Processing Procedure**

*Grievances 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 facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant(s) 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 answer within ten (10) days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) 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 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 within 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 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(s) 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 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 may appeal the written grievance to the District Administrator within ten (10) days after the response at Step Two or if no response is provided within ten (10) days of the deadline for the response. The District Administrator shall meet with the grievant(s) 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 and (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(s) may file an appeal to the impartial hearing officer.*

**Step Four - Appeal to Impartial Hearing Officer:** *If the grievance is not resolved in Step Three, the employee must notify the District Administrator, within ten (10) days after receipt of the District Administrator's answer or if no response is provided within ten (10) days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer. The selected impartial hearing officer will be approved by the Board of Education*

*This step of the process is available only if the alleged violation of District policy or Employee Handbook involves discipline, termination, or workplace safety. Grievances involving any other issue may be appealed directly to the Board under Step Five, and the Board shall review the decision that the District Administrator issued in Step Two or Three.*

*If there is a dispute over the timeliness 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 (i.e. address whether the grievance was filed in a timely manner before hearing the merits of the grievance or address whether the content of the grievance is properly before the impartial hearing officer).*

**Step Five – Appeal to School Board:** *If the grievance is not resolved at Step Four, the grievance may be appealed 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'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.*

*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.*

*Within twenty-five (25) days after the appeal to the Board has been filed, the parties shall exchange written briefs with each other and submit them to the Board. Within ten days after written briefs have been submitted, both parties shall exchange reply briefs with*

*each other and submit them to the Board. Within twenty-five (25) days after receiving the reply briefs, the Board shall review the hearing officer's decision.*

*On appeal from Step Four, the hearing officer's factual findings and conclusions of law shall have distinct standards of review. The Board shall accord some deference to the hearing officer's findings of fact but (1) may modify any such findings if, after consulting with the hearing officer, the Board concludes that the most reasonable view of the record calls for modification of one or more of the findings; or (2) may remand the case to the hearing officer for further factual development and (if necessary) revised conclusions of law. In terms of conclusions of law and mixed questions of fact and law, the Board shall apply a de novo standard of review, meaning that the hearing officer's findings shall be accorded no deference.*

*The Board shall render a written decision that affirms, reverses, or modifies the decision of the hearing officer (or, if applicable, of the District Administrator). Such decision shall be rendered in a timely manner and shall be sent to the administration, the grievant, and (if applicable) the grievant representative. 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.*

***Step 6 - 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."*

## **5.05 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.*

## **5.06 Consolidation of Grievances**

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

## **5.07 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.*

## Section 6: PAY PERIODS

### **6.01 Annualized Payroll Cycle**

#### **A. School Year Employees:**

1. Annualized Payroll: Employees scheduled to work the school year may voluntarily request to be paid on a twelve (12) month payroll cycle as set forth in subsection 2, below. Such request shall be made in writing and submitted to the business office by August 15<sup>th</sup>. For employees with an individual contract, such election may be provided at the same time as the issuance of the individual contract or letter of intent. All school year employees covered under this provision shall have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the District-approved format.
2. School Year Payroll: For employees who do not voluntarily request to be paid on a twelve (12) month payroll cycle, the payroll cycle shall be on a ten-(10-) month basis and shall be placed on a twenty-two (22) payroll cycle.

#### **B. Calendar Year Employees: All employees scheduled to work the calendar year will be placed on the twenty-six (26) payroll cycle.**

### **6.02 Payroll Dates**

*Payroll shall be issued bi-weekly on every other Friday. If a pay day falls on a federal holiday, payroll deposits shall be issued on the preceding day. A listing of pay dates can be found on the Skyward Employee Access Calendar and also posted in each staff break room.*

### **6.03 Direct Deposit Payment Method**

*All employees shall participate in a direct payroll deposit plan. Direct deposit statements, as well as other payroll information, will be made available electronically to each employee via Skyward Employee Access system. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing. Each non-exempt employee shall, with each electronic payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received.*

### **6.04 Definitions for Payroll Purposes Only**

- A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.
- C. Pay Period: The pay periods shall follow the pay period calendar created on an annual basis by the Director of Business Services. The calendar will be located on the Skyward Financial Management Access system.

## **6.05 Salary Deferrals –Tax Sheltered Annuities (TSA)**

- A. *The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle").*
- B. *The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or both of the following ways:*
  - 1. *Pre-tax dollars (salary reduction, also known as "regular" TSA contributions) or*
  - 2. *After tax dollars (also known as "Roth" TSA contributions).*
- C. *All employees will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District's plan document.*
- D. *A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The District may ask for proof of vendor registration from the teacher to ensure a District-approved vendor has been chosen. The total number of vendors shall be limited to no more than 10. If at any time there are no active employees contributing to a particular vendor, that vendor shall be removed from the District-approved vendor list.*
- E. *The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.*
- F. *Effective July 1, 2012, or sooner if administratively feasible, if the vendor accepts electronic payments, the District will electronically transmit to the TSA vendor(s) the amount of the salary deferral elected by the employee if the vendor does not accept electronic payments, the District will make the payments by paper check. This new provision for transmitting to vendors will require the District to transmit the amount of salary deferral twice a month, if the vendor provides the District with an invoice twice per month. The salary deferral will be transmitted on or about the date the money is deducted from the employee's paycheck, provided that the District receives the appropriate invoice from the vendor. In unforeseen circumstances, transmittals will be made no later than fifteen (15) business days following the end of the month in which the amount would have been paid to the participant.*
- G. *Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral (414(v)(2)(B)(i)), and the "catch up" provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.*

*H. The salary reduction limits will be adjusted from time to time to conform to statutory limits.*

*I. Catch-Up Contributions*

- 1. Documentation will only be required where the employee's total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.*
- 2. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee's TSA vendor within thirty (30) calendar days if requested by the District.*
- 3. The District agrees to provide the employee, upon written request, with timely information available from the District's records, which is necessary to enable the employee to make catch-up deferrals.*

*J. General:*

- 1. The employee shall be permitted to change the TSA amount or vendor three (3) times per calendar year, unless otherwise permitted by the Business Manager, provided he/she provides the District with at least ten (10) business days' notice prior to the second payroll date of the month. Stopping contributions does not constitute a change. Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the percentage or dollar amount of salary reduction withheld from compensation complies with the limits applicable to 403(b) TSA plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.*
- 2. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.*

*Loans shall be permitted to the extent permitted by each vendor as detailed in the plan document. Loans are limited to:*

- a. \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the employee's TSA plan on the date the loan is made or (ii) the highest outstanding balance on loans from the employee's TSA plan during the one-year period ending on the day before the date the loan is approved by the plan administrator (not taking into account any payments made during such one-year period); or*



- b. *one half of the value of the employee's vested account balance (as of the valuation date immediately preceding the date on which such loan is approved by the plan administrator).*
- c. *Contact the vendor or plan administrator for further information on loans.*

**Note:** *Loans are included in taxable income under certain conditions, including: if the loan, when combined with the balance of all other loans from plans of the District, exceeds the limitations described above; or if there is a failure to repay the loan in accordance with the repayment schedule. Because the tax treatment of a loan depends on information concerning aggregate loan balances under all annuity contracts and custodial accounts within the District's TSA Plan (and under all plans of the employer), information about loan balances under the contracts and accounts of other vendors is needed before making a loan. That information may be obtained from the participant, but the plan administrator should also collect and coordinate that information in order to decrease the instances in which participants have taxable income from plan loans.*

- 3. *Hardship withdrawals are permitted and IRS safe harbor standards with respect to estimating an immediate and heavy financial need [Treasury Section 401(k)-1(d)(3)(iii)(B) will be used]. Contact the vendor or plan administrator for further details if a hardship withdrawal is requested.*

**K. Salary Reduction Agreement:**

- 1. *Employees will be required to sign an agreement to authorize TSA deductions from salary. The current agreement may be accessed by contacting the Director of Business Services. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable legal requirements. The District will provide the employee with reasonable notice concerning any such modification.*
- 2. *The District will provide the employee with a dated and initialed copy of the authorized salary reduction agreement once the employer acknowledges receipt of the modified salary reduction agreement.*
- 3. *A change in a beneficiary designation shall take effect when the election is accepted by the Vendor.*
- 4. *By authorizing TSA deductions from his/her salary The Employee acknowledges the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. Furthermore, the Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.*

5. The salary reduction agreement is attached as **Appendix - insert appendix reference.**

- L. Deferred Compensation: Employees may defer salary through the Wisconsin Deferred Compensation Plan (457). The plan limitations and salary deferral rights will be those permitted by the TSA unless the Deferred Compensation plan's rules are in conflict, in which case the Deferred Compensation rules shall apply.

Section 7: COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES

### **7.01 Mileage Reimbursement**

*The District shall reimburse employees an amount equal to the IRS rate to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the teacher shared drive on the district's computer network.*

Section 8: WORKER'S COMPENSATION

### **8.01 Worker's Compensation Coverage and Reporting Responsibilities**

*All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the personnel office prior to seeking medical attention if at all 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 injury or as soon as practicable. The employee shall fill out an accident report, which can be accessed by contacting office personnel.*

### **8.02 Benefits While on Worker's Compensation**

*If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee will be compensated in the following*

- A. *Up to day sixty (60) of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each work day the employee is absent from work while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive day of leave or as long as the employee has accumulated sick leave available, whichever occurs first.*
- B. *Day Sixty-One (61) and thereafter of Worker's Compensation Leave: The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.*

### **8.03 Injuries Not Covered by Worker's Compensation**

*Some types of injuries suffered while at work may not be covered by worker's compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:*

- A. Injuries because of a self-inflicted wound*
- B. Injuries sustained because of an employee's horseplay.*
- C. Injuries sustained while an employee does an activity of a strictly private nature.*

## [Section 9: SICK LEAVE](#)

### **9.01 Sick Leave Earned**

- A. Employees shall earn one (1) day of sick leave per month of employment, with the total number of days allocated at the beginning of the school year.

If an employee leaves employment before the end of the contract year, unearned sick leave will be paid back to the District. Unearned sick leave used will be deducted from the employee's last paycheck when possible. The employee may need to give the District reimbursement if used time cannot be deducted from the last paycheck.

- B. Leave by length of contract type:
  - Year-Round employees: 12 Sick Days
  - Certified Staff: 10 Sick Days
  - Non-Certified staff: 11 Sick Days

### **9.02 Sick Leave Use**

- A. *Sick leave shall be paid for any absence from work due to the:*
  - 1. *Personal illness, injury or serious health condition of the employee;*
  - 2. *Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a disability as set forth in Wisconsin Administrative Code section PI 11.02(2) and §115.76(5), Stats. (Examples of a disability include: cognitive disability, learning disability, autism, etc.)*
  - 3. *Serious health condition of a spouse, child, domestic partner or parent. The number of days underneath this provision is limited to accumulated sick leave*
  - 4. *Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.*

*B. Definitions: the following definitions apply under this section:*

- 1. Child: means a natural, adopted, foster or treatment foster child, child of a domestic partner, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 9.02, A (3), all definitions in this paragraph apply except for age eighteen (18).*
- 2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse or domestic partner.*
- 3. Spouse: means an employee's legal husband or wife.*
- 4. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:*
  - a. Inpatient care in a hospital, nursing home, or hospice.*
  - b. Outpatient care that requires continuing treatment or supervision by a health care provider.*
- 5. Domestic Partner: means a relationship between two (2) individuals that satisfies all of the following:*
  - a. Each individual is at least eighteen (18) years old and otherwise competent to enter into a contract.*
  - b. Neither individual is married to, or in a domestic partnership with, another individual.*
  - c. The two (2) individuals are not related by blood in any way that would prohibit marriage under § 765.03, Wis. Stats.*
  - d. The two (2) individuals consider themselves to be members of each other's immediate family.*
  - e. The two (2) individuals agree to be responsible for each other's basic living expenses.*
  - f. The two (2) individuals share a common residence. Two individuals may share a common residence even if any of the following applies:*
    - 1). Only one of the individuals has legal ownership of the residence.*
    - 2). One or both of the individuals have one or more additional residences not shared with the other individual.*

- 3). *One of the individuals leaves the common residence with the intent to return.*

- C. *Sick Leave Increments:* *Sick leave may be allowed in increments of one-quarter hour.*

### **9.03 Sick Leave Accumulation**

*Sick leave will accumulate for full and part-time employees to a maximum 180 days.*

### **9.04 Sick Leave and Long-term Disability**

*In the event an employee becomes eligible for benefits under the District's short term or long term disability insurance program, referred to in The Standard Long Term Disability policy the employee will no longer receive paid sick leave.*

### **9.05 Reporting Procedure - Doctor's Certificate**

*If at all possible, each employee shall inform his/her supervisor prior to his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.02 above. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such a certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.*

### **9.06 Holidays during Sick Leave**

*In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.*

### **9.07 Sick Leave Listing**

*An electronic version of all sick leave will be available via Skyward Employee Management system.*

## **SECTION 10: JURY DUTY LEAVES**

### **10.01 Jury Duty Leave**

*Subject to the provision on "Payment for Time Out on Jury Duty" (see below), a non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which he or she is summoned by the court when such duty occurs during the employee's work hours. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days.*

## **10.02 Employee Notice**

*An employee must notify his or her immediate supervisor as soon as notice of jury duty is received. Also, the employee is expected to contact his or her immediate supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty.*

## **10.03 Payment for Time Out on Jury Duty**

*An employee who is unable to report for work because of jury duty will be paid the regular hours he or she is scheduled to work. The employee will send a copy of the check received from serving on the jury to the District Administrator and/or his/her designee and will be docked that amount (less any travel expenses received) on the next payroll. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.*

### [SECTION 11: BEREAVEMENT/FUNERAL LEAVE](#)

## **11.01 Bereavement/Funeral Leave**

*Three days of funeral leave for the death in the immediate family or very close friends, shall be allowed each year. The immediate family shall include parent, spouse, parents of spouse, children or sibling, grandparents, grandparents of spouse, domestic partner, aunts, uncles, cousins or domestic partner.*

## **11.02 Additional Bereavement Leave**

*In extenuating circumstances, additional days may be granted by the District Administrator or his/her designee. Such additional days, at the option of the employee, shall be deducted from the employee's accumulated sick leave if the employee wants paid leave.*

## **11.03 Part-time Employee**

*Part-time employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work*

## **11.04 Bereavement Leave Increments**

*Bereavement leave may be allowed in increments of one-quarter hour.*

### [SECTION 12: PERSONAL LEAVE](#)

## **12.01 Personal Days Provided**

- A. *Calendar Year Employees:* *Employees shall be entitled one day of personal leave each employment year accumulated to three.*
- B. *School Year Employees:* *Employees shall be entitled to one day of personal leave each year of employment accumulated to three.*

- C. *A “day” of personal leave is defined the same as a “day” of sick leave and may be used in the same increments as sick leave.*

## **12.02 Reasons for Personal Leave**

*Personal leave may be used for compelling personal obligations which cannot reasonably be conducted outside of the employee's workday.*

## **12.03 Personal Leave Day Restrictions**

*Personal leave days shall not be used to extend a holiday, vacation, or school recess period.*

## **12.04 Approval of Personal Leave and the Total Number of Employees on Personal Leave**

- A. *A request in writing to the Administrator shall be made as far in advance as possible, normally not less than three (3) days. Emergencies may delay the submitting of the written statement until the employee returns to work.*
- B. *The Administrator has the right to approve or disapprove all requests.*
- C. *No more than two (2) employees per building may take personal leave on any given day when school is in session, unless the District Administrator or his/her designee grants approval to exceed the two (2) employee limit.*

## **12.05 Part-time Employees**

*Part-time employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work.*

## **12.06 Personal Leave Increments**

*Personal leave may be allowed in increments of one-quarter hour.*

## **SECTION 13: UNIFORMED SERVICES LEAVE**

### **13.01 Uniformed Services Leave of Absence**

*Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this Handbook.*

*The “uniformed services” consist of the following [20 CFR § 1002.5(o)]:*

- A. *Army, Navy, Marine Corps, Air Force and Coast Guard*
- B. *Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve*
- C. *Army National Guard and Air National Guard*
- D. *Commissioned Corps of the Public Health Service*
- E. *Any other category of persons designated by the President in time of war or emergency*

### **13.02 Seniority/Length of Service during Uniformed Services Leave**

*Employees shall continue to accrue length of service for wage/salary increments, if applicable, and all other purposes where length of service is a factor. The employee's absence shall not be construed as a break in service for any purpose.*

*Reemployment rights extend to persons who have been absent from a position of employment because of "service in the uniformed services." "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:*

- A. Active duty and active duty for training*
- B. Initial active duty for training*
- C. Inactive duty training*
- D. Full-time National Guard duty*
- E. Absence from work for an examination to determine a person's fitness for any of the above types of duty*
- F. Funeral honors duty performed by National Guard or Reserve members*
- G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). See 42 U.S.C. § 300hh-11(d).*

### **13.03 Request for Uniformed Services Leave**

*When time permits, the request for a reserve military leave should be as far in advance as possible so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the District Administrator or his/her designee.*

## **SECTION 14: UNPAID LEAVES OF ABSENCE**

### **14.01 Medical Leave**

- A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits as provided for under The Standard Long Term Disability Insurance policy. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.*



B. Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.
2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable.

The employee shall be eligible to return to duty from an unpaid medical leave of absence when he/she is physically able provided:

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.

D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.

E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the

*Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.*

## **14.02 Child Rearing Leave**

A. *Application Procedures:* *The employee shall make written application for an unpaid child rearing leave to the District Administrator at least 30 days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion.*

B. *Duration of the Unpaid Child Rearing Leave:* *The maximum length of the leave shall be limited as follows:*

- 1. Child born or adopted during the summer vacation – the following two semesters.*
- 2. Child born or adopted during the first semester – the balance of that semester plus the second semester.*
- 3. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.*

*Shorter leave and/or an early return from the leave shall only be upon the mutual agreement of the employee and District Administrator*

C. *Benefits during the unpaid child rearing leave:*

- 1. The child rearing leave is unpaid leave.*
- 2. During the unpaid child rearing leave, the teacher may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the teacher's insurance coverage shall be terminated.*
- 3. During the unpaid child rearing leave, the teacher shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.*

D. *Return from the Unpaid Child Rearing Leave:* *The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of*

*absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or layoff, whichever is applicable.*

- E. Interaction with family and medical leave provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.*

#### **14.03 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons**

- A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least 30 days prior to the anticipated beginning of the leave. Such applications will be reviewed and processed by the District Administrator. Any leave greater than 3 days will be taken to the Board for their review. The unpaid leave of absence shall not exceed one (1) calendar year.*
- B. Benefits During Leave:*
- 1. Length of service and other benefits shall not accrue during such leave.*
  - 2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.*
  - 3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.*
- C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable.*

## SECTION 15: BENEFITS APPLICABLE TO ALL EMPLOYEES

### **15.01 Cafeteria Plan/Flexible Spending Account**

*Effective January 1, 2022: An employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of two thousand eight hundred fifty dollars (\$2,850) of eligible health, vision and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year.*

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

- A. Payment of insurance premium amounts (IRC § 106);*
- B. Permitted medical expenses not covered by the insurance plan (IRC § 105) to a maximum amount set forth in the Internal Revenue Service Code per year.*
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.*

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

### **15.02 Dental Insurance**

*The Board shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.*

#### *A. Eligibility.*

- 1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent (50%) of full-time equivalency is eligible to participate in the District's dental insurance. Full-time equivalency is defined as 40 hours per week. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent (50%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.*
- 2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent (50%) of a full-time equivalency, but less*

*than a full-time one hundred percent (100%) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.*

3. *Both Spouses Employed by the District:* *If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:*

- a. *Coverage under one family plan; or*
- b. *Two single plans*

- B. *Commencement and Termination of Benefits.* *Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:*

1. *If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.*
2. *If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.*

- C. *Premium Contributions:*

1. *Single Coverage:* *For full-time employees (exempt & 12-month) who are eligible for and select single coverage, the District shall pay 100% of the single premium. The District only pays 80% for school year employees. Employees shall be responsible for the remaining portion of the premium.*
2. *Family Coverage:* *For full-time employees (exempt & 12-month) who are eligible for and select family coverage, the District shall pay 100% of the family premium. The District only pays 80% for school year employees. Employees shall be responsible for the remaining portion of the premium.*

### **15.03 Health Insurance**

*The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board*

- A. *Eligibility.*

1. *Minimum Hours for Any Board Contribution:* *An employee whose individual contract has an assignment of at least fifty percent (50%) of full-time equivalency is eligible to participate in the District's health insurance. Full-time equivalency is defined as 40 hours per week. Hours worked beyond those set forth in the individual contract will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular*

assignments, substitute assignments, etc Employees whose assignments are for less than fifty percent (50%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent (50%) of a full-time equivalency, but less than a full-time one hundred percent (100%) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
  3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
    - a. Coverage under one family plan; or
    - b. One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier]; or
    - c. Two single plans; or
    - d. One single plan and one cash-in-lieu benefit
    - e. One family plan and one cash-in-lieu benefit
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this Handbook and in the individual contract terminate according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
  2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.
- C. Premium Contributions:
1. Single Coverage: For full-time employees (exempt & 12-month) who are eligible for and select single coverage, the District shall pay 87.4% of the single premium of the lowest cost health insurance plan. The District only pays 85% for school year employees. Employees shall be responsible for the remaining portion of the premium.
  2. Family Coverage: For full-time employees (exempt & 12-month) who are eligible for and select family coverage, the District shall pay 87.4% of the family premium of the lowest cost health insurance plan. The District only pays 85% for school year employees. Employees shall be responsible for the remaining portion of the premium.

## **15.04 Liability Insurance**

*The School Board shall carry liability insurance which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy. Employees may inspect the District's liability insurance policy upon request.*

## **15.05 Life Insurance**

*The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.*

### **A. Eligibility:**

1. Minimum Hours for Any Board Contribution: *An employee whose individual contract has an assignment of at least 20 hours per week is eligible to participate in the District's life insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 20 hours per week are not eligible to participate in the District's life insurance plan.*

### **B. Commencement and Termination of Benefits.** *Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The life insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:*

1. *If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.*
2. *If an employee resigns or is terminated who has completed the school year, his/her life insurance benefits shall terminate June 30<sup>th</sup>.*

### **C. Premium Contributions:** *The District shall pay 100% for \$30,000 of term life insurance*

## **15.06 Long-term Disability**

*The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.*

### **A. Eligibility:**

1. Minimum Hours for Any Board Contribution: *An employee whose individual contract has an assignment of at least 20 hours per week is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose*

*assignments are for less than 20 hours per week are not eligible to participate in the District's long-term disability insurance plan.*

- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The long-term disability insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:*
  - 1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.*
  - 2. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate June 30<sup>th</sup>.*
- C. Premium Contributions: The District shall pay 100% for long-term disability insurance. The benefits will be equal to 90% of the employee's monthly wages. Coverage shall begin after the 90th consecutive calendar day of disability and continue until the employee is eligible to work or 65*

## **15.07 Wisconsin Retirement System (WRS) Contributions**

*The Board agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution.*

## **15.08 Alternate-Benefit Plan [ABP] in Lieu of Health Insurance**

*Implementation of the Alternative Benefit Plan for eligible employees. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the Handbook covering such employees:*

- A. Employees who choose the ABP option will be required to sign up by August 1 and commit to this change to be effective the following September 1.*
- B. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an "open enrollment" opportunity to enroll in the group health insurance plan.*
- C. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.*
- D. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan in Section 15.01 between:*



1. *Participation in the District's health plan, with the premium payment specified in the applicable part of the Handbook covering such employees, or*
  2. *A cash payment equal to the amount listed in the applicable part of the Handbook covering such employees.*
- E. *Cash Compensation: The cash contribution dollar amount shall be equal to:*

<b>School Year</b>	<b>ABP Annual Amount</b>
<b><u>2024-25</u></b>	<b>\$4,800 Exempt Staff</b> <b>\$1,716 Non-Exempt Full Year employees</b> <b>\$1,380 Non-Exempt School Year Employees</b>

- The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at fifty percent (50%) of more of a full-time contract who selects the cash compensation shall receive a pro-rated amount of the District's contribution based upon the part-time employee's percentage of full-time employment. All employees eligible for health insurance have the opportunity to participate in the Alternate Benefit Plan.*
- F. *The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check.*
- G. *Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.*
1. *An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee shall be permitted to change the TSA amount or vendor up to [3] per calendar year provided he/she provides the District with at least thirty (30) calendar days' notice.*
  2. *The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.*

*Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have*

*been contributed to the TSA except for the limitations of law, will be added to the employee's paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.*

**H. Beginning Eligibility Date for Alternative Benefit Plan Payments:**

1. **New Employees.** *Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (January 1). However, the District will use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contribution is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.*
2. **Current Employees.** *Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception [such as an employee getting married, loss of spouse coverage, etc.], employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.*

## **15.09 COBRA Law Continuation of District Health Plan Participation**

*The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health and dental insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.*

- A. Qualifying Events:** *An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical and dental), may qualify for continuation coverage if District -sponsored coverage is lost due to the occurrence of any of the following qualifying events:*
1. *Voluntary or involuntary termination of employment for any reason other than "gross misconduct." (e.g., resignation or retirement);*
  2. *Death of the covered employee;*
  3. *Divorce or legal separation from the covered employee;*
  4. *Loss of "dependent child" status;*
  5. *Eligibility for Medicare entitlement;*
  6. *Reduction in work hours such that the employee no longer qualifies for coverage under the plan.*

**B. Period of COBRA Continuation:** *In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (see Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.*

**C. COBRA Extension [Second qualifying events]:** *A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:*

- 1. The employee's death;*
- 2. Divorce or legal separation;*
- 3. The covered employee becomes eligible for Medicare;*
- 4. A child loses his or her "dependent child" status.*

**\*Note:** *The second event can be a second qualifying event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.*

**D. Premium Cost & Payment:** *The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.*

**E. Termination of Coverage:** *Employee continuation coverage may be terminated automatically if:*

- 1. The employee fails to make a monthly premium payment to the District on time;*
- 2. The employee obtains similar coverage through a different employer;*
- 3. The employee becomes eligible for Medicare and converts to an individual policy;*
- 4. The District terminates its health plan;*
- 5. The employee's guaranteed continuation period expires.*

*The employee or a qualified beneficiary have the responsibility to inform the District of a divorce, legal separation, or a child losing dependent status under the group health plan within sixty (60) days of the qualifying event. The District will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.*

*COBRA participants must also notify the District if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.*

- F. **Disability Extension** - *If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and his or her family's qualified beneficiaries may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11)-month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from his or her family is disabled and within the first eighteen (18) months of COBRA continuation coverage. (The cost of COBRA coverage will increase from 100% to 102% of total premium during this additional eleven (11) month extension period.).*

#### SECTION 16: WORK STOPPAGE

*Employees of the District shall not engage in, condone, assist or support any strike, slowdown, or sanction, or withhold in full or in part any services to the District. In the event of a violation of this Section, the District may take whatever disciplinary action it deems appropriate up to and including discharge.*

#### SECTION 17: CONFORMITY TO LAW

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

**PART 2:**  
**Staff with Individual Contracts under State Statute**  
**118.22 and Professional/Exempt Non-Supervisory**  
**Employees**



# **School District Teacher Contract Rio Community School District**

## **20\_\_-20\_\_ Teacher Contract**

*IT IS HEREBY AGREED by and between the Board of Education of Rio Community School District and «First» «Last», a certified "teacher," legally qualified to teach in the public schools of the State of Wisconsin that:*

*This agreement constitutes a binding legal contract for the term hereinafter set forth, the breach of which, by either party, will result in liability for damages to the other.*

*The "teacher" is to perform for the named school district during the term and for compensation hereinafter set forth such professional services (including extra-curricular services related to the school program) as may be from time to time assigned to the "teacher" by the Board of Education or by any authorized member of the school district administrative staff.*

### **Term of Contract:**

*The term of service provided by this employment contract is 188 days, commencing on the \_\_th day of August, 20\_\_.*

### **Compensation:**

*Compensation to be paid to "teacher" for professional services as may be assigned during the term is «Salary1» \*\*, and extra compensation (if any) in such amount and to be paid in such manner as may be provided by any applicable negotiated collective bargaining agreement or by rule, resolution or policy of the Board of Education for performance of extra-curricular duties as may be assigned to the "teacher" for all or any portion of the term. \*\*Subject to change upon completion of salary negotiations.*

### **Licensing:**

*This Agreement is conditioned upon the Teacher's possession of a valid State of Wisconsin teacher's license or certificate as required by the laws of the State of Wisconsin for the performance of services assigned to the District. This Agreement shall automatically terminate by its own terms in the event that Teacher's license or certificate to teach is not current, and/or is invalid, suspended or revoked unless otherwise determined by the District.*

### **Layoff:**

*The District reserves the right to lay off the Teacher, including a reduction in hours, based upon the operational and/or budgetary needs of the District, as determined by the*

*District during the term or at the end of the term of this Agreement. The teacher shall be given notice of layoff not less than thirty (30) calendar days prior to implementation of the layoff. Layoffs are not subject to Section 118.22, of the Wisconsin Statutes.*

***Liquidated Damages Clause:***

*In the event the "teacher" breaches this contract by termination of services after July 15th, the sum of \$500 is determined to be the reasonable liquidated damages and after August 1st, the sum of \$750 is determined to be the reasonable liquidated damages and if the employee resigns on or after the start of the school year, the sum of \$1,000 is determined to be reasonable liquidated damages. Looking forward, reasonable anticipation will follow from such a breach and the Board of Education may, at its option, demand and recover from the "teacher" such amount as liquidated damages; provided, however, that this express intent to liquidate the uncertain damages and harm to the school district to be expected from such a breach is not the exclusive remedy or right of the Board of Education but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board of Education from seeking and recovering the actual damages resulting from such a breach by the "teacher."*

***Modification and Termination:***

*Subject to re-employment rights of a teacher returning from service with the Armed Forces of the United States and subject to any other applicable law, this contract may be modified or terminated at any time during the term hereof by the written mutual agreement of the parties hereto and/or as otherwise set forth herein. Further, this contract is specifically made subject to and will be amended and modified to comply with the terms and provisions of any applicable collective bargaining agreement between the Board of Education and representatives of the collective bargaining unit which represents the "teacher" entered into subsequent to the tender of this contract to the "teacher." A contract addendum will be issued by the employer upon completion of collective bargaining on a new Master Contract.*

*The District may terminate this Agreement prior to the termination date set forth in section 1 in the event that teacher violates a District rule, policy, procedure, handbook provision, established performance expectation or expected standards of conduct as determined by the Board of Education for non arbitrary or capricious reasons.*

***Renewal or Non Renewal:***

*This Agreement will be governed pursuant to the provisions of Section 118.22, Wisconsin Statutes, at the will of the Board of Education. Layoffs, including reduction in hours, shall not be governed by Section 118.22 of the Wisconsin Statutes.*

***Execution and Return of Contract:***

*This contract will be consummated and valid only if it is signed by the teacher and returned to the administrator's office on or before June 15, 20\_\_.*

Dated this \_\_\_th day of May, 20\_\_

Board of Education of Rio Community School District

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

*I, the undersigned "teacher" represent to the Board of Education that I am not now under contract of employment with another school district for any portion of the term covered by this contract. I accept the provisions set forth in this contract.*

\_\_\_\_\_  
Teacher

*Teacher shall have the option of being paid in twenty (20) or twenty-four (24) equal installments. The Teacher shall indicate his/her choice. Once the Teacher has selected twenty (20) or twenty-four (24) pay periods such selection shall be irrevocable for that contract year. The Teacher may change such election for the succeeding contract year(s) by noting such election on next year's individual contract.*

Number of installments: 20 or 24 (circle one and initial here) Teacher's initials  
\_\_\_\_\_

**Tentative extra-curricular assignments:**      «Extra\_1»  
   «Extra\_2»  
   «Extra\_3»

*Teachers with extra-curricular duties shall have the option of being paid at the end of each semester or coaching season or on a monthly basis per Wis. Stat. Section 109.03. The teacher shall indicate his/her choice below. Once a choice has been made such selection shall be irrevocable for that contract year.*

Extra-curricular payment method: End of each semester/coaching season or  
Monthly.

(circle one and initial here) Teacher's initials: \_\_\_\_\_



# Summer Classes Teacher Contract

[AS AUTHORIZED UNDER § 118.04, WIS. STATS.]

## RIO COMMUNITY SCHOOL DISTRICT

### SUMMER TEACHER'S CONTRACT

IT IS HEREBY AGREED by and between the Board of Education of Rio Community School District and **XXXX**, a certified "teacher", legally qualified to teach in the public schools of the State of Wisconsin, that said teacher is to perform for the named school district during the term and for compensation hereinafter set forth such professional services as may be compensation hereinafter set forth such professional services as may be assigned to the "teacher" by the Board of Education or by any authorized member of the school district administrative staff.

#### TERM OF CONTRACT:

The term of service provided by this employment contract is commencing on the \_\_\_<sup>th</sup> day of June, 20\_\_\_. This contract is for at-will employment and may be terminated at any time by the District.

#### COMPENSATION:

The total compensation to be paid to "teacher" for professional services as may be assigned during the term is \$ **XXXX**

#### PROFESSIONAL ASSIGNMENT:

This contract will be consummated and valid only if it is signed by the teacher and returned to the administrator's office on or before June \_\_, 20\_\_.

Dated this \_\_\_nd day of June, 20\_\_

BOARD OF EDUCATION OF RIO COMMUNITY SCHOOL DISTRICT

By:

\_\_\_\_\_  
President

I, the undersigned "teacher" accept the provisions set forth in this contract.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Address

## Section: 1 DISCIPLINE, TERMINATION AND NONRENEWAL

### **1.01 Standard for Nonrenewal for Teachers**

*Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. No teacher shall be non-renewed for arbitrary or capricious reasons. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats. and is not covered by the grievance procedure under this Handbook. Layoffs, including reduction of hours shall not be subject to the non renewal procedures or Sec. 118.22, Wis. Stats.*

### **1.02 Standard for Discipline and Termination**

*Employment with the District is "at-will". A teacher may be disciplined or terminated for any reason as long as such reason is not arbitrary or capricious. Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook.*

### **1.03 Representation**

*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 District shall advise the employee of his or her right to representation prior to the meeting. In the event the employee chooses to have representation, the meeting may not be delayed, unless approved otherwise at the discretion of the District. Nothing in this provision shall prevent the District from removing an employee from the workplace if immediate action is required.*

### **1.04 Disciplinary Materials**

*Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material.*

### **1.05 Termination of Employment**

*The employment relationship between the District and any employee is terminated:*

- A. If the employee is discharged pursuant to section 1.03, whichever is applicable.*
- B. If the employee quits his/her employment.*
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.*
- D. If the employee retires.*
- E. If the employee is laid off.*

## SECTION 2: PROFESSIONAL HOURS/WORKDAY

### **2.01 Normal Hours of Work**

*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.*

*Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. The actual workday for each building shall be established by the Board.*

### **2.02 Administratively Called Meetings**

*Staff Meetings:* *Teachers are required to attend all mandatory administratively called staff meetings. Administratively called meetings may begin thirty (30) minutes before the normal workday begins or go thirty (30) minutes later than the end of the normal workday. The number of staff meetings shall be established by the Board. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.*

*Other Administratively Called Meetings:* *The notification and duration provisions of section 2.02, subsection A above do not include nor shall they apply to meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher conferences, department meetings or activities of similar nature, which are normally conducted at other times. Teachers are required to attend such events regardless of the date, time or duration of said meetings. Teachers who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.*

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

*Teachers are required to attend all administratively required school events. These events, though not limited by enumeration, may be an open house, music program, art show and/or other District or building events that occur after the normal workday. Teachers shall be given no less than thirty (30) calendar days' notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the event.*

### **2.04 Consultation with Parents**

*Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation may be in the form of phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences.*

## **2.05 Emergency School Closures**

*In the event the District is closed or an individual building(s) is closed, full or partial day closures may be made up at the discretion of the District. The District shall, at a minimum make up all days/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (days and hours) of the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.*

## **2.06 School Calendar**

*The school calendar shall be determined by the Board. The calendar shall consist of 188 days. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board.*

### **SECTION 3: PROFESSIONAL GROWTH**

#### **3.01 Requirement to Remain Current**

*All teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, Board established curriculum, as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, the teacher will make him/herself available during the contractual year and day to his/her colleagues for assistance, to the District for services beyond those specifically required as part of his/her individual contractual duties, and to the community as a valuable resource.*

#### **3.02 Professional Reimbursement Program**

*The school will pay up to \$100 per graduate credit up to a maximum of twelve (12) successfully completed, during any twelve (12) month period commencing on September 1 and ending on August 31. The date on which the course officially ends shall serve as the determining factor for these dates. No credit can be submitted for reimbursement during a time period other than the one in which the credits are earned. Documentation of successful completion shall include, but not limited to, a transcript or a letter from a professor or other university official. Credit reimbursement shall be available only upon pre-approval of the District Administrator, based on the relevancy of the course work.*

### **Section 4: TEACHER SUPERVISION AND EVALUATION**

#### **4.01 General Provisions**

*The Board and teachers view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members. Definitions under this section:*

*A. "Day" and "Days": The words "day" and "days" in this article mean working school days, excluding holidays, weekends, etc.*

*B. "Continuing Teacher": A continuing teacher is a teacher who has taught more than three years in the District under a full-time or part-time regular teaching contract.*

*C. New to the System Teacher: A new to the system teacher is a teacher who has taught less than three years in the District under a full-time or part-time regular teaching contract.*

## **4.02 Evaluators**

*Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a certified building principal, assistant principal, district administrator, or assistant district administrator. The administrator may be a District employee or a non-District employee who is a certified administrator. Prior to the first student contact day, the District will provide the employees with their placement within the supervision and evaluation rotation cycle. The District may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.*

## **4.03 Evaluation Process – Conditions for All Employees**

### **A. Basic Requirements**

- 1. A new employee shall be formally evaluated at least 2 time(s) during the first year of employment. The first evaluation shall consist of a pre-conference, observation and post-conference.*
- 2. A continuing employee shall be formally evaluated every school year, every second school year, or every third school year at the discretion of the District.*
- 3. All required observations must be completed by May 31st.*
- 4. All observations will be followed by a conference with the administrator. This conference will take place within 15 working days of the actual observation.*
- 5. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.*

*B. Acknowledgement of Receipt and Response: The teacher will acknowledge receipt of all documents related to supervision and evaluation by signing and dating the document within ten (10) school days. The teacher shall have the right to attach a report with any remarks concerning the document(s). Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument to be placed in the personnel file. A teacher may attach a response to any document related to this process after the teacher's receipt of the evaluation document(s) listed above. The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument:*

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

*The response must be initialed by the supervisor.*

- C. *Intensive Support*: *Intensive support is the supervision and evaluation procedure applied to continuing teachers whose performance has not met expectations as of the most recent summative evaluation conference. Intensive support is designed to improve the overall performance of a veteran teacher whose overall performance has not met expectations. Continuing teachers whose overall performance has not met expectations may, at the discretion of the District, receive intensive support or may be non-renewed pursuant to § 118.22, Wis. Stats. If in the District's discretion intensive support is offered, the process shall be as follows:*
1. *Goal of Intensive Support*: *The goal of intensive support is for the teacher to meet expectations. The intensive support plan will be designed to meet the specific needs of the teacher and the performance expectations of the District.*
  2. *Content of Intensive Support*: *It may include a description of the teacher's deficiencies, a description of appropriate performance, a goal setting plan to help the teacher develop required skills, a schedule of supervisory activities including at least one evaluation, and a target date by which time the teacher will perform satisfactorily. The plan is not limited to, but might include, the following interventions: any means of staff development defined in the District staff development plan, observations and/or support by experts outside the District, and/or peer coaching or mentoring.*
- D. *Supervision and Evaluation of New-to-the-System Teachers*: *New-to-the-system teachers shall be subject to the provisions of this subsection for 3 complete contract years. A new-to-the-system teacher under this paragraph is a teacher who has not taught more than 3 years under a full-time or part-time regular teaching contract in the District.*
- E. *Initial Educator*: *An initial educator will be provided a qualified mentor by the District. Any continuing teacher interested in being considered for serving as a mentor must submit a letter indicating interest by April 1 of each year. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contract other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.*
1. *If a continuing teacher is selected as a mentor, he/she shall be paid a stipend of \$500 for the period served as a mentor (from August of the first year through June for an initial educator.)*
  2. *A teacher new to the District, but not an initial educator, may also be provided a qualified mentor by the District. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contact other*

*continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.*

*If a present employee is selected as a mentor for a teacher who is new to the District, he/she shall be paid a stipend of \$500 for the period served as a mentor (from August of the first year through June).*

- a. A continuing teacher serving as a mentor may request the District assign him/her to a different teacher new to the system and/or be relieved completely from mentor responsibilities. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days of receipt. The District Administrator will grant the request if the District Administrator, in his/her discretion, has a qualified replacement mentor. The present continuing teacher will serve as the mentor until such time as the suitable replacement is found. In the event a mentor is replaced, compensation will be prorated for the period served as a mentor.*
- b. The teacher receiving mentoring may request the District to provide a different mentor. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days from receipt.*
- c. The District will make a good faith effort to assign an individual mentor for each teacher new to the District; however, a mentor may elect to work with more than one employee.*

#### Section 5: TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS

### **5.01 Teacher Assignments, Vacancies and Transfers**

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.*
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, an application for a transfer should be made in writing to the District Administrator and/or his/her designee.*
- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's website. The employer retains the right to temporarily fill vacant positions at its discretion. Vacancies will be posted on the District's website.*
- D. Process for Filling Vacancies: 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 retains the right to select the most qualified applicant for any position based upon 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). The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.*

- E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary may, at its discretion, transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference.*

## **5.02 Employee Resignations**

- A. The teacher's contract, which is part thereof, shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:*
- 1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.*
  - 2. It is agreed that liquidated damages are due to the District with the sixty (60) calendar day notice of resignation as follows:*
    - a. Five hundred dollars (\$500.00) if the employee's resignation is effective on or after July 1<sup>st</sup>, but before August 1<sup>st</sup>.*
    - b. Seven hundred and fifty dollars (\$750.00) if the employee's resignation is effective on or after August 1<sup>st</sup>, but before the start of the school year.*
    - c. One thousand dollars (\$1,000.00) if the employee's resignation is effective on or after the start of the school year.*
  - 3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by April 15<sup>th</sup>, or whose resignation is tendered and effective after the end of the school year, but before July 1<sup>st</sup>.*
  - 4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.*
- B. The Board in its discretion may waive the liquidated damages for the following reasons:*
- 1. Employment transfer of spouse;*
  - 2. Illness of employee;*



3. *Other reasons as determined by the School Board.*

*In the event the District chooses to waive the liquidated damages, the District shall return any damages submitted with the resignation notice to the employee.*

- C. *Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.*

*In the event said teacher breaches this contract by termination of services during the term hereof, the Board may, at its option, demand to recover from the teacher such amount of liquidated damages as set forth above; provided, however, that this expressed intent to liquidate the uncertain damages and harm to the District is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the said teacher.*

### **5.03 Teacher Absence and Substitutes**

*When a teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call the administrative assistant in charge of getting substitutes at (920-296-2253). If possible, such notification should be made the evening prior to the time of absence, or before 6:30 a.m. This will help to provide time for obtaining a substitute teacher.*

### **5.04 Summer School Assignments**

*When possible, summer school subjects should be made known on or before April 15. All current teachers in the District may apply for summer school positions in the same manner as non-District teachers. Employees teaching summer classes shall be given a summer school session contract in accordance with § 118.21, Wis. Stats.*

### **5.05 Extended Contracts**

*Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated for said days at their individual contracted per diem rates of pay for each of the extended contract days. Days may be scheduled in full or partial day increments.*

### **5.06 Job Sharing**

- A. Definition: *Job sharing is defined as a voluntary program to provide the opportunity for two or more employees to share a position which will be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works. Job sharing may be allowed for reasons such as child rearing, health (member or member's family), continuing education, semi-retirement, transition to other employment, or any other reason deemed appropriate.*
- B. Approval: *Job sharing must be jointly approved by the District and the teachers who wish to participate.*
- C. Eligibility: *In order to be eligible to participate in the job sharing program, applicants must:*

1. *Agree to sign a one-year contract for the shared position.*
  2. *Agree to return to full-time status, or to be non-renewed, at the option of the District, in the event the shared position is eliminated or if one of the participants in the shared job is unable to continue in the shared assignment.*
  3. *Be certified to teach those subjects/grade levels involved in the shared job.*
- D. Assignment: Shared job holders shall be assigned specific job responsibilities at the time the job sharing contract is signed. The list of job responsibilities shall be appended to the individual contract and shall minimally include, but not be limited to:*
1. *A description of the job to be shared and the percent of full-time for which the contract is let, as well as the above provisions controlling salary, benefits, seniority, unemployment, etc.*
  2. *Allocation of preparation time and planning responsibilities between the job sharers.*
  3. *Grade reporting requirements (if different than normal).*
  4. *Faculty meeting and parent conference responsibilities.*
  5. *Extra-duty assignments and compensation.*
  6. *Any other unusual or unique working conditions which may be applicable.*

*E. Insurance Benefits*

1. *The District shall pay insurance premiums for each job sharer in an amount prorated in accordance to their full-time equivalency subject to the eligibility rules of the insurance carrier. The total provided shall not exceed an amount equal to the benefits for one full-time employee.*
2. *Job sharers may retain full fringe benefits purchased by payroll deduction of the difference between the District's prorated share of the premium and the full amount of the premium.*

[Section 6: REDUCTION IN FORCE, POSITIONS & HOURS](#)

**6.01 Reasons for Reduction in Force**

*In the event the Board determines to reduce the number of positions (full layoff) or the number of hours in any position (partial layoff), the provisions set forth in this section shall apply.*

## **6.02 Notice of Reduction**

*The District will provide at least 30 day's notice of layoff. Layoffs shall not be subject to Sec. 118.22, Wis. Stats.*

## **6.03 Selection for Reduction – Steps**

*In the implementation of staff reductions under this section, individual employees shall be selected for full or partial layoff in accordance with the following steps:*

- A. Step One - Attrition: *Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reducing staff.*
- B. Step Two - Volunteers: *Volunteers will be laid off first. The District will provide the volunteer(s) with a layoff notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be laid off under this section will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District directed layoff under this section of the Handbook.*
- C. Step Three - Selection For Reduction/Layoff: *The District shall select the employee for layoff [full layoff or a reduction in hours], based upon the needs of the District. The District shall consider such criteria as the following for determining the employee for layoff:*
  - a. Educational Needs of the District: *Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.*
  - b. Qualifications as Established by the Board: *Including, but not limited to specific skills, certification [if applicable], training, District evaluations, etc.*
  - c. Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area: *Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to current and past assignment and practical experience in the area of need.*
  - d. Performance of the Employees Considered for Layoff: *Performance of the employees under consideration as previously and currently evaluated in the last two summative evaluations.*
  - e. Length of Service of the Employee.
    - 1). Length of Service: *Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.*

- 2). Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
- 3). Length of Service List: The District will annually produce a length of service list by September 30th. Employees will raise any objections to the proposed length of service list by December 1<sup>st</sup>.

#### **6.04 Reduction in Hours Resulting in Layoff**

*Employees who are laid off and such layoff results in a reduction in hours shall not lose any benefits they have accrued. Benefits are defined as length of service and sick leave earned as an employee. Reduced in time employees shall be treated as part-time employees under this Handbook.*

#### **6.05 Reemployment Process**

*The reemployment process is solely available to employees laid off underneath this section. It does not apply to employees non-renewed based upon performance as set forth in Part II, Section 1.*

- A. Reemployment Period: Employees laid off under this section shall retain the reemployment options set forth herein for a period of three (3) months after the employee's last day of work with the District.
- B. Reemployment Obligations – Employee: All employees laid off under this section shall have their names placed on a reemployment list. Employees on the reemployment list may apply for the vacant position according to the terms of this Handbook. The District will post vacancies in accordance with the terms of this Handbook.

#### **6.06 Termination of Reemployment Opportunities**

*Reemployment opportunities shall end should an employee refuse reemployment to a position under Part II of this Handbook, except as provided below. Casual or substitute work with the District during the reemployment period shall not extend the reemployment period. Employees on the reemployment list may refuse reemployment to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of the ability to apply to the next available position for which the employee is qualified. Employees on reemployment list shall not lose the ability to apply for an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.*

#### **6.07 Insurance Benefits Following Layoff**

*Please see Part I, Section 15, COBRA, subsection 15.11 for a full explanation of insurance continuation options.*

#### **6.08 Accrued Benefits during Reemployment Period**

*Laid off employees shall suffer no loss of sick leave, or other accrued benefits when rehired. Sick leave days shall not accrue for an employee during the reemployment period.*

## **6.09 In-Service and Other Training**


*The District may require teachers to attend in-service and other training, either of which may occur outside of employees' regular hours of work. Additional compensation (if any) for such training shall be determined by relevant law [FLSA], District policy, and pertinent employment contracts.*

### [Section 7: PROFESSIONAL COMPENSATION](#)

## **7.01 Compensation and Salary Advancement**

*The Board of Education will comply with state statutes as to teacher compensation. Teachers will receive individual notification as to their salary prior to the beginning of each school year.*

*A new plan for salary advancement will go into effect starting with the 2022-2023 school year. The plan was developed through the collaboration of members of the Rio Education Association (REA), members of the Rio Community School District Board of Education, and administration. Below you will find a link to the plan.*

 [Rio Community School District Professional Development Guide for Salary Advancement](#)

## **7.02 Curriculum Planning Projects and Other Projects within the Scope of Employment**

*When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract, the employee shall be paid at the rate of \$25.00 per hour. The length of time and maximum number of hours for completion of the project shall be determined by the employee's immediate supervisor, in his/her sole discretion. The compensation above will be paid when the project has been completed and approved by the applicable administrator. Other projects within the employee's scope of employment that are approved by the District Administrator (or designee) shall be paid at the curriculum projects rate.*

### [Section 8: POST-EMPLOYMENT BENEFITS](#)

## **8.01 Retirement Health Insurance Benefit:**

*Eligibility and Notice: teachers who have at least fifteen (15) years of service in the district and are eligible for retirement benefits under the Wisconsin Retirement System are eligible to receive retirement benefits under this article. Teachers who plan to retire under this article shall notify the district of their intention to do so by April 15 of each year.*

## **8.02 Retirement Health Insurance Benefits**

*Teachers retiring under this agreement shall receive \$70.00 per day for each day of unused accumulated sick leave at retirement up to the 180 day maximum. If the accumulated sick leave payout is equal to or less than \$1,000, it will be paid out in a one-time cash payment to the employee, subject to federal, state and FICA taxes. Otherwise, the accumulated sum will be deposited into a Retiree Health Reimbursement Arrangement (HRA) with Mid-America. The deposit to the HRA will be for the benefit of the retiree, their spouse, and/or their IRS eligible*

*dependents for the purpose of paying qualified medical expenses. Should a retiree pass away with a remaining HRA balance, their spouse and/or IRS eligible dependents can continue using the HRA to pay for the qualified medical expenses. Either payout will be processed within 60 calendar days of the employee's last day of employment.*

**Part 3**  
**Non-Exempt Staff Without Individual**  
**Contracts Under 118.24 Wis. Stats. Or**  
**118.24 Wis. Stats**



## Section 1: DISCIPLINE AND DISCHARGE

### **1.01 Length of Probationary Period**

*All newly hired employees shall be on probation for a period of one calendar year.*

### **1.02 Standard for Discipline and Termination**

- A. Probationary Employee: Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook **[in section insert reference]**.
- B. Non-Probationary Employee: A non-probationary employee may be disciplined or terminated for reasons that are not arbitrary or capricious. Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook **[in section insert reference]**.

### **1.03 Benefits during Probation**

*Except as expressed herein, all provisions of this Handbook shall apply to an employee as of the first day of employment. If an employee quits or is terminated during the probationary period, however, no accrued sick leave, vacation, or other benefits shall be due him or her. Employees eligible to receive insurance benefits shall receive initial coverage in accordance with the waiting periods, if any, contained in paid coverages without regard for the probationary period.*

### **1.04 Representation**

*In the event any employee is called to a meeting with representatives of the Employer for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances that may lead to discipline or discharge, the Employer shall advise the employee of his or her right to Association representation prior to the meeting. In the event the employee chooses to have Association representation, the meeting shall be delayed until appropriate Association representation may be obtained. Nothing in this provision shall prevent an Employer from removing an employee from the work place if immediate action is required.*

### **1.05 Disciplinary Materials**

*Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee's personnel file.*

## SECTION 2: HOURS OF WORK AND WORK SCHEDULE

### **2.01 Letter of Appointment**

*Should the district anticipate a continuing need for an employee's services during the next school year, it will issue a letter of appointment that shall be consistent with, but subservient to, this Handbook and board policy, before the last student contact day of the school year. The letter of appointment shall identify the employee, the date of hire, the position(s) that the employee is employed for, the length of the work year, the length of the work day, the tentative starting and ending times of the work day, and the pay rate for the position. Specific*



*assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.*

*A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full layoff. In the case of a change of assignment the employee shall be provided with at least 10 calendar days' notice of the change of assignment, if practicable, as determined by the administration.*

## **2.02 Regular Workday and Starting and Ending Times**

*A regular full-time workday is no less than (7) hours, excluding lunch time. Because of different schedule requirements, employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours, break periods, and lunch periods.*

## **2.03 Regular Work Week**

*A regular work week is no less than (35) hours. 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.*

## **2.04 Part-time Employees**

*A regular schedule of hours shall be prepared for part-time employees. Such schedule shall be made known to the affected employees.*

## **2.05 Additional Hours and Overtime - Approval and Assignment**

- A. Approval: *In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, and the community or District property.*
- B. Assignment: *Non-emergency scheduled overtime assignments will be filled using volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District may assign the work on a rotating basis within the applicable job classification. Emergency overtime assignments shall be assigned at the discretion of the District.*
- C. Pay Rate for Overtime: *Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include vacation or personal leave time. The reason for overtime must be indicated on the employee's time card/sheet. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.*

## **2.06 Lunch Period**

*All employees who work six (6) hours or more per day will be entitled to an unpaid half-hour lunch period, which shall be duty free.*

## **2.07 Breaks**

*Employees scheduled to work at least four (4) hours per day will be given one 15 minute break during their shift.*

## **2.08 Time Cards or other Form of Electronic Tracking of Hours Worked**

*Time cards or an electronic timesheet system shall be used by all employees. Employees will punch in only at such time as they are fully prepared to begin work. Employees are responsible for their own time cards and shall not punch in or out for any other employee. Employees caught punching in or out for another employee will be subject to discipline up to and including discharge. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return.*

## **2.09 Emergency School Closings**

- A. All custodians are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible.*
- B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency shall not be paid for that day. If the day is not rescheduled, the employee may elect one of the options listed in Section 2.10. Employees shall be required to make days up in the event that the District schedules make-up days.*
- C. If employees report to work and a decision to close schools is made after that time, those employees will be paid only for the actual hours worked. On such a day, those employees may elect one of the options in Section 2.10 for time lost due to the partial school closing.*

## **2.10 Emergency School Closing Employee Options if the Day/Time is Not Made Up**

*The employee may select one of the following options if the District does not reschedule the day/time:*

- A. The employee may elect to not be compensated for the day/time school was closed.*  
*or*
- B. The employee may elect to use sick time, vacation, or personal leave time if available.*

*The employee should notify the District on the next school day after the day school is closed, begins late or is dismissed early, for an emergency as to which option the employee wishes to select.*

### **2.11 Flexible Schedule**

*An employee may request a change in his/her weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the proposed change, unless circumstances allow for a shorter notice period. The request shall be filed with the employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request in his/her sole discretion. The scheduling of hours of work under the flexible work schedule is at the sole discretion of the immediate supervisor. All hours of work under a flexible work schedule agreement must be completed within one regular workweek as defined in section 2.03 above, and section 6.04 of part 1 of the Handbook. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime.*

### **2.12 Call-In Pay**

*Employees called into work hours outside of their regular work schedule that are not contiguous with their regular work schedule shall be paid no less than 1 hour of pay in addition to pay for any time worked.*

### **2.13 Attendance at Meetings**

*Employees required to attend meetings called or scheduled by the Employer shall be paid for all hours spent in attendance at such meetings, if such meetings are held when the employee wouldn't regularly be on duty.*

### **2.14 Non-Exempt Staff Absence and Substitutes**

*When a member of the support staff is to be absent from school and a substitute is needed, it is the responsibility of the support staff member to call the administrative assistant in charge of getting substitutes at (920-296-2253). If possible, such notification should be made the evening prior to the time of absence, or before 6:30 a.m. This will help to provide time for obtaining a substitute teacher.*

## **SECTION 3: REDUCTION IN FORCE, POSITIONS & HOURS**

### **3.01 Reasons for Layoff**

*In the event the Board determines to reduce the number of positions (full layoff) or the number of hours in any position (partial layoff), the provisions set forth in this Article shall apply.*

### **3.02 Layoff Notice**

*The District will give at least thirty (30) calendar days notice of layoff. The layoff notice shall specify the effective date of layoff, that it is the responsibility of the employee to keep the District*

informed in writing of any changes in the employee's address, and that it will refer the employee to the Reduction in Force provision in this Handbook.

### **3.03 Selection for Reduction – Steps**

*In the implementation of staff reductions under this section, individual employees shall be selected for full or partial layoff in accordance with the following steps:*

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing layoffs.
- B. Step Two - Volunteers: Volunteers will be laid off first. The District will provide the volunteer(s) with a layoff notice. Requests for volunteers will be sent to employees within each job category. An employee who volunteers to be laid off will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the job category are qualified to perform the remaining work. Volunteers will be provided with all procedures under this section of the Handbook.
- C. Step Three - Selection For Reduction/Layoff: The District shall select the employee in the affected job category for layoff or reduction in hours.
  1. Job categories for the purpose of this section shall be defined as:
    - a. clerical
    - b. educational assistant
    - c. custodial
    - d. cook
  2. The District shall utilize the following criteria in order of application for determining the employee for layoff or reduction in hours:
    - a. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
    - b. Qualifications as established by the Board: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.
    - c. Qualifications of the Remaining Employees in the affected job category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
    - d. Length of Service of the Employee.
      - 1) Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be

*made between full-time and part-time employees in calculating length of service.*

- 2) *Tie Breaker on Length of Service:* *In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.*
- 3) *Length of Service List:* *The District will annually produce a length of service list and provide it by November 1<sup>st</sup>. The employees will raise any objections to the proposed length of service list by December 1<sup>st</sup>.*

### **3.04 Reduction in Hours**

*Employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined as length of service, sick leave, and vacation earned as an employee. Reduced in time employees shall be treated as part-time employees under this Handbook. Any employee who is reduced in hours (partial layoff) may choose to be fully laid off.*

### **3.05 Recall/Rehire Process Period**

*Laid-off employees shall retain the option to be recalled for a period of twelve (12) months either after the employee's last day of work with the District or from the time the employee received the notification of layoff, whichever is later.*

### **3.06 Recall Procedure**

*All laid off employees shall have their names placed on a recall list. In the event a vacancy occurs or a new position is created while employees are on layoff, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this Handbook. Employees on recall may apply for the vacant position according to the terms of this Handbook. The District will post vacancies in accordance with the terms of this Handbook.*

### **3.07 Termination of Recall Options**

*Recall options shall end should an employee refuse recall to a position in the job category, except as provided below. Casual or substitute work with the District during the recall period shall not extend the recall period. Employees on layoff status may refuse recall to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of options to the next available position for which the employee is qualified. Employees on layoff status shall not lose recall options to an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.*

### **3.08 Insurance Benefits during Layoff**

*Please see Part I, Section 15, COBRA, subsection 15.11 for an explanation of insurance continuation options.*

### **3.09 Accrued Benefits during Layoff**

*Laid-off employees shall suffer no loss of sick leave, vacation or other accrued benefits when rehired. Sick leave days, vacation, and length of service time shall not accrue while an employee is on full layoff status.*

### **3.10 Other Employment during Layoff**

*No employee on full or partial layoff shall be precluded from securing other employment while on layoff status.*

## **SECTION 4: ASSIGNMENTS, VACANCIES AND TRANSFERS**

### **4.01 Determination of Assignment**

*Employees will be assigned or transferred by the District Administrator of the District and/or his/her designee.*

### **4.02 Job Posting**

*When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of 15 working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the District's website. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the tentative work hours of the position, the rate of pay for the position, and the qualifications required for the position.*

### **4.03 Interviews**

*An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position, and, if qualified, may be awarded the position.*

### **4.04 Selection Process**

*In the event two or more equally qualified District employees apply for a position, the most senior applicant will be selected.*

### **4.05 District Ability to Select the Most Qualified Applicant**

*The District retains the right to select the most qualified applicant for any position based upon 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). The term applicant refers to both internal candidates and external candidates for the position.*

### **4.06 District Ability to Determine Job Description**

*The District retains the right to determine the job descriptions needed for any vacant position.*

#### **4.07 Trial Period**

*A District employee who is selected for a vacancy, pursuant to sections 4.03 through 4.06 above, will serve a trial period in the new position. The trial period will be for a period of twelve (12) months from date of new placement. Prior to the expiration of the trial period, either the employee or employer may declare the trial period unsatisfactory and the employee shall return to his/her former position. The decision to return the employee to his/her position is not subject to the grievance procedure.*

#### **4.08 Involuntary Transfers**

*When the District determines that an involuntary transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position according to the procedures set forth above in sections 4.02 through 4.06, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator which will include the reasons for the transfer.*

### **SECTION 5: PAID VACATION**

#### **5.01 Notice**

*Each employee shall be notified of their total number of vacation days by September 15th of each year.*

#### **5.02 Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time and Part-Time Employees**

*Paid Vacation will be provided to Calendar Year Full-time and Calendar Year Part-time employees according to the following schedule:*

<b>Number of Years Worked</b>	<b>Vacation Days Earned</b>
<i>After one (1) year of service</i>	<i>Two weeks</i>
<i>After five (5) year of service</i>	<i>Three Weeks</i>
<i>After fifteen (15) years of service</i>	<i>Four weeks</i>

*Employees in their first year of service earn a pro-rated amount of vacation based upon the number of months worked. For example, an employee hired on October 1, 2011 would be eligible to earn nine-twelfths (9/12) of the employee's vacation allotment on July 1, 2012. This would entitle the employee to 9/12 x 10 days on July 1, 2012 or 7.5 days. The employee under this example would be entitled to 10 days of vacation on July 1, 2013. This provision is not retroactive.*

*"Years of Service " as set forth in this Article refers to years of service in the District in a position that is eligible for vacation under Part III. Eligible employees in the District shall receive the*

*preceding vacation depending on years of service as measured each July 1st. For calculation purposes vacation is earned based upon the prior years' service. For part-time employees, vacation pay shall be pro-rated based on the average number of hours worked per week during the previous year.*

### **5.03 Scheduling of Vacation**

*Vacation time may be taken in full blocks, or in shorter blocks not less than fifteen (15) minutes as arranged with the immediate supervisor. Requests 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 his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period, but the District Administrator and/or his/her designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives.*

### **5.04 Payment upon Termination/Transfer to a Position Not Eligible for Vacation**

*Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her accumulation, as well as a prorated amount of the vacation that the employee would have received upon his or her next anniversary. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee's termination and will be remitted on the final paycheck.*

### **5.06 Holidays**

*A paid holiday is a day off with pay for the number of hours the employee normally works. The paid holidays included under this section are as follows.*

<i>January 1st</i>	<i>Labor Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Memorial Day</i>	<i>The Day After Thanksgiving</i>
<i>Independence Day</i>	<i>Christmas Day</i>

*If any of the holidays listed above, fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Friday shall be observed as the January 1st holiday. If the preceding Friday is a student contact day, the following would apply.*

*If any of the holidays listed fall on a student contact day, the employees shall work their regular hours that day, and shall instead receive a paid holiday on a date determined by the Administration.*



*Should a paid holiday fall during an employee's vacation period the employee shall be allowed to take an additional day of vacation in lieu of such holiday.*

#### Section 6: POST-EMPLOYMENT BENEFIT

##### **6.01 Retirement Health Insurance Benefit**

*Eligibility and Notice: support staff who have at least ten (10) years of service in the district and are eligible for retirement benefits under the Wisconsin Retirement System are eligible to receive retirement benefits under this article. Support staff who plan to retire under this article shall notify the district of their intention to do so by May 15 of each year.*

##### **6.02 Retirement Sick Leave Payout**

*Support staff retiring under this agreement shall receive 35\$ per day for each day of unused accumulated sick leave at retirement up to the 180 day maximum. If the accumulated sick leave payout is equal to or less than \$1,000, it will be paid out in a one-time cash payment to the employee, subject to federal, state and FICA taxes. Otherwise, the accumulated sum will be deposited into a Retiree Health Reimbursement Arrangement (HRA) with Mid-America. The deposit to the HRA will be for the benefit of the retiree, their spouse, and/or their IRS eligible dependents for the purpose of paying qualified medical expenses. Should a retiree pass away with a remaining HRA balance, their spouse and/or eligible dependents can continue using the HRA to pay for qualified medical expenses. Either payout will be processed within 60 calendar days of the employee's last day of employment.*

#### Section 7: Resignation from Employment

##### **7.01 Notice of Termination of Employment**

*Employees will give written notice of termination of employment, as soon as possible, but at least ten (10) working days prior to the effective date of resignation. If an employee has overused the holiday, sick or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from his or her last paycheck. The District's obligation to pay its share of the employee's insurance benefits will terminate at the end of the month in which the employee works his/her last day. Any employee who breaches this Article shall, at the District's discretion, forfeit any accrued benefits.*

**Part 4**  
**Staff with Individual Contracts under**  
**118.24 Wis. Stat. Executive,**  
**Administrative, Academic Administrative**  
**Employees**



## **Rio Community School District Administrative Contract**

*It is hereby agreed by and between the School Board of the Rio Community School District (hereinafter designated as the "Board") and \_\_\_\_\_ (hereinafter designated as the "Administrator"), that the said Board does hereby employ the Administrator in the position of District Administrator/Middle/High School Principal.*

### **Term**

*This contract shall be for an automatic and continuous term of two (2) years beginning to run on July 1, 20XX, and ending two years from the date the School Board votes to stop the contract from continuing on such automatic and continuous basis. Each July 1<sup>st</sup>, beginning with July 1, 20XX, shall be designated as an anniversary date of the contract. Salary and benefits shall be determined as of the anniversary date of the contract. The School Board may, on or after the first anniversary date of the contract, vote to stop the contract from running on an automatic and continuous basis.*

### **Duties and Responsibilities**

*In the Administrator's capacity as \_\_\_\_\_ of the School District, the Administrator shall perform at a professional level of competence all acts and duties incident thereto, including, but not limited to, the following:*

*A. The performing of all duties and responsibilities of Administrator of the Rio Community School District as set forth in the appropriate job descriptions and rules, regulations, and policies of the Board as now existing or hereinafter adopted. The Board agrees to furnish the administrator with a written copy of all such rules, regulations, and policies now in effect. Administrator agrees to be responsible for obtaining a copy of any rules, regulations, or policies that may be enacted during the term of this contract.*

*In case of direct conflict between any rules, regulations, or policy of the Board and any specific provision of this contract, the contract shall control;*

*B. The performing for the Board at the Rio Community School District of all duties and responsibilities of school administrators generally imposed by or implied from the laws of the State of Wisconsin, including, but not limited to, the School Code, other applicable laws, rules or regulations, or customs and practices within the State of Wisconsin;*

*C. The serving as the chief administrative officer, the executive officer and Middle/High School Principal of the School District;*

*D. The performing of such other duties and responsibilities as from time to time may*

*now or hereafter be assigned to Administrator by the Board; and,*

*E. At all times maintaining any and all appropriate license and/or certification required by law to serve as District Administrator/Middle/High School Principal.*

## **Loyalty**

*Administrator shall devote the entire administrator's time, attention, knowledge and skills solely and exclusively to the business and interests of the Board and the Rio Community School District. Administrator may, however, undertake consulting work, speaking engagements, writing, lecturing or other activities which do not interfere with the discharge of Administrator's duties and responsibilities hereunder. The determination of the Board as to whether such other work interferes with the discharge of Administrator's duties and responsibilities hereunder shall be conclusive.*

## **Professional Activities**

*The Administrator is encouraged to attend appropriate professional meetings at the local, state, and national levels. The Administrator agrees to take college level courses for the purpose of improving and stimulating the Administrator's professional growth. Participation shall be in accordance with Board rules and policies. The District will pay necessary expenses for these meetings and courses.*

## **Salary**

*In consideration for the services rendered, the Board will pay the Administrator a salary of \_\_\_\_\_ for the year (20XX-20XX) in accordance with the appropriate salary policies adopted by the Board. The Board reserves the right (but is not obligated) to adjust the annual salary of the Administrator during the term of this contract, provided that the adjustment does not reduce the annual salary below the figure stated herein. It is understood, however, that by amending the Administrator's salary (or any benefits), it shall not be deemed that the Board has entered into a new agreement with Administrator or has extended the termination date of this contract. The salary shall be paid by the Board in accordance with the normal payroll policies of the District; less deductions required by federal and state law or authorized deductions as permitted by Board policy.*

## **Indirect Compensation**

*A. The Administrator shall be entitled to 1 (one) sick leave day monthly, cumulative to a total of ninety (90) days.*

*B. The Board shall provide a long-term disability income policy beginning the ninety-first (91st) day of disability and providing a monthly benefit equal to ninety (90) percent of the Administrator's monthly salary.*

*C. The Administrator shall be entitled to \_\_\_\_\_ (XX) days of vacation each contract year (July 1 to June 30). Vacation time shall not be cumulative unless*

*otherwise noted in the special provision section of this contract. The scheduling of the vacation shall be in accordance with the policies of the Board.*

- D. The Administrator shall be entitled to time off on statutory holidays and will have all days off, during the school term that school is not in session.*

*1. "School term," as used above, is considered to be from the first day students attend classes in the fall until the last day they attend classes in the spring.*

*E. Authorized use of the Administrator's personal car in the Administrator's work within and outside the District shall be reimbursed at the current IRS Business mileage rate.*

*F. The Board will pay 87.4% of the Quartz Health Insurance Plan. If the health insurance is waived, the administrator shall receive an annual cash in lieu amount of \$4,800.*

*G. The Board will pay one hundred (100) percent of the following insurance coverage:*

*Delta Dental - Dental Family Plan  
The Standard Group Long Term Disability Insurance  
The Standard Group Term Life Insurance - \$30,000.00*

*H. The Board will pay fifty (50) percent of the Administrator's required deposit to the Wisconsin Retirement System.*

*I The Board will pay one hundred (100) percent of the Administrator's dues for membership in the Wisconsin Association of School District Administrators (WASDA).*

*J. The Board will pay all reasonable expenses for the AASA National Convention on an annual basis.*

*K. If the Administrator leaves the District prior to retirement, the Board will pay for unused sick leave at the rate of \$10.00 per day, to a maximum of \$500.00.*

*L. The Board will pay the cost of course fees and required materials for up to six (6) hours of graduate credit each year.*

*M. The Board will provide health insurance benefits for the administrator upon retirement based upon the following guidelines:*

- a. Eligibility and Notice: Administrators who have at least ten (10) years of service in the district and are eligible for retirement benefits under the Wisconsin Retirement System are eligible to receive retirement benefits under this section. Administrators who plan to retire under this article shall*

*notify the Board of their intention to do so by April 15 of the retirement year.*

- b. Health Benefits: Administrators shall be eligible to remain in the group health benefit plan maintained by the Rio School District unless expressly prohibited by the insurance carrier. Administrators retiring under this agreement who have worked for the district for ten (10) years shall accrue \$1,200.00 in health insurance benefits upon retirement for each additional year of employment in the district over 10 years, with a maximum of \$12,000.00. The one-time lump sum payment shall be deposited into an HRA account with Mid-America for the benefit of the retiree and surviving spouse and/or IRS eligible dependents for the purpose of paying qualified medical expenses. This HRA payment shall be made within 60 calendar days of the administrator's last day of employment with the district.*

### ***Liquidated Damages***

*The Administrator may resign during the term of this contract only if accepted or agreed to by the Board. If Administrator abandons or leaves Administrator's employment hereunder without the concurrence of the Board, Administrator shall pay five (5) percent of the Administrator's annual salary as liquidated damages together with any attorney's fees or costs incurred by the Board to collect the same. The parties stipulate and agree that the amount so fixed is a reasonable forecast of just compensation for the harm caused by such breach and the harm caused by the breach is one that is incapable or very difficult of accurate estimation. The liquidated damages provision shall not be construed to grant the Administrator the right to resign. It is the practice of the Board not to accept any resignation unless or until a satisfactory replacement assumes the Administrator's duties.*

### ***Evaluations***

*Annually, but no later than the 31st day of January of each calendar year during the term of this contract, the Board of Education shall review with the Administrator his performance as Administrator of the Rio Community School District. The evaluation may include, but is not limited to:*

- A. The Administrator's progress toward goals established by the Board or Administrator;*
- B. The working relationship among the Administrators, the Board, the staff, the students, and the community at large;*
- C. Whether the Administrator should continue to be employed by the Board;*
- D. Changes in the annual salary and other terms and conditions of employment for the next school year; and,*

E. Any other matters relative to the employment of the Administrator.

The administrator shall annually advise the Board of this obligation during the month of December, each year.

### **Termination By Mutual Agreement**

Upon mutual agreement by the Board and the Administrator this contract and the employment of the Administrator may be terminated without penalty or prejudice against either the Board or the Administrator. In this event, the Board shall pay the Administrator all remuneration and benefits accrued but unpaid during the period of employment immediately prior to such termination.

### **Contract Termination**

The Board may terminate this contract and discharge the Administrator from employment for just cause provided that the Administrator has received prior notice in writing from the Board of its intent and the alleged reasons for such discharge. Upon written request, a hearing shall be conducted with full regard for due process.

### **Contract Renewal/Nonrenewal**

Renewal and Nonrenewal of this contract shall be governed by Sec. 118.24(16) and (7), of the Wisconsin Statutes. Non-renewals are not subject to a cause standard.

### **Governing Laws**

This contract has been executed in the State of Wisconsin, and shall be governed in accordance with the laws of the State of Wisconsin in every respect and other applicable laws, rules, and regulations. This contract is further subject to the Board of Education's policies, rules and regulations as now or hereafter adopted.

### **Headings**

Paragraph headings have been inserted for convenience of reference only. If there shall be any conflict between any such headings or number and the text of this contract, the text shall have control.

### **Exclusive Terms**

This contract contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written, including, but not limited to, any prior contract.

**Severability**

*The provisions of this contract shall be deemed severable, and the invalidity of any portion hereof shall not affect the validity of the remainder hereof.*

**Binding Effect**

*This contract shall be binding upon and inure to the benefit of the respective parties and their respective heirs, legal representatives.*

*Dated this \_\_\_\_ day of May, 20\_\_*

*Rio Community School District*

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*Board President*

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*Board Clerk*

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*Administrator*



## Section 1: DISCIPLINE, TERMINATION AND NONRENEWAL

### **1.01 Standard for Nonrenewal for Administrators**

*Administrators employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.24, Wis. Stats. No administrator shall be non-renewed for arbitrary or capricious reasons. Such nonrenewal shall be exclusively subject to the provisions of section 118.24, Wis. Stats. and is not covered by the grievance procedure under this Handbook. The nonrenewal of an administrator is not a termination under section 1.02 below.*

### **1.02 Standard for Discipline and Termination**

*An administrator may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook. "Cause" is defined as the following:*

- A. There is a factual basis for the discipline or termination: The factual basis must support a finding of administrator conduct in which the District has a disciplinary or termination interest; and*
- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.*

### **1.03 Disciplinary Materials**

*Copies of any disciplinary material(s) shall be provided to the administrator before such material is placed in an administrator's personnel file.*

## SECTION 2: JOB RESPONSIBILITIES

### **2.01 Professional Level of Competence**

*Administrators shall perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board which now exist or which may be hereinafter enacted by the Board. The Board shall furnish administrators with a written copy of all rules, regulations and policies now in effect or becoming effective during the term of the administrator's contract.*

### **2.02 Devotion of Full-time to Job**

*Except as is otherwise provided in the administrator's individual contract, administrators shall devote full time to the duties and responsibilities normally expected of the administrator's position. Administrators shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the Administrator's duties and responsibilities.*

### **2.03 Administrator License or Certificate**

*Administrators shall maintain a valid license or certificate, properly registered and issued by the State of Wisconsin, sufficient to lawfully permit each administrator to perform such duties as may be assigned.*

## **2.04 Job Description**

*Upon request the Board shall provide administrators with written job descriptions of each administrator's services, duties and obligations.*

### **SECTION 3: WORK SCHEDULES**

#### **3.01 Work Schedules for Administrative Staff**

*Administrative staff work schedules are set by the district administrator with the professional duties of each administrator taken into account in the setting of the work schedule. Each administrator's work schedule will be aligned with the days and term of employment specified in the administrator's individual contract. Full time employees are generally expected to work eight-hour duty days. Professional staff (exempt personnel in accordance with the Fair Labor Standards Act) such as central office administrators, directors, coordinators, principals, associate principals, assistant principals, directors of instruction, counselors, campus athletic coordinators, diagnosticians and supervisors, are expected to report for duty for at least eight hours each day, excluding a 30-minute lunch break. Administration schedules may vary because of staggered starting times and job responsibilities, so long as all employees listed are scheduled for a minimum eight-hour duty day.*

### **SECTION 4: PROFESSIONAL GROWTH**

#### **4.01 Requirement to Remain Current**

*All administrators shall engage in independent and active efforts to maintain high standards of individual excellence. Administrators are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national administrator associations; seminars, workshops and courses offered by institutions of higher learning, and other formal and informal professional development activities.*

### **SECTION 5: ADMINISTRATOR EVALUATION**

#### **5.01 General Provisions**

*Administrators shall receive written evaluations based on board adopted position descriptions, including job related activities.*

#### **5.02 Evaluation Frequency**

*Administrators shall receive a written evaluation in their first year of employment and at each year thereafter.*

#### **5.03 Evaluators**

*The board is responsible for the school district administrator's evaluation. The school district administrator is responsible for the evaluation of other administrators and shall either perform those evaluations him or herself or shall direct that those evaluations be performed by other*

*persons who have the training, knowledge and skills necessary to evaluate professional administrative school personnel.*

## [SECTION 6: PROFESSIONAL COMPENSATION](#)

### **6.01 Professional Compensation**

*Each administrator shall be compensated in accordance with the terms of his or her individual contract.*

## **Part 5**

### **Co-Curricular Staff**



## SECTION 1: ATHLETIC AND ACTIVITY ASSIGNMENTS

### **1.01 Letter of Assignment**

*Employees shall assume responsibility for the supervision of the extra-curricular activities that are included in their letters of assignment. Such activities shall be governed according to the following guidelines:*

- A. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. However, under no circumstances shall a Board member work as a coach, assistant coach, advisor, or assistant advisor to an extra-curricular activity (on either a paid or a volunteer basis).*
- B. The stipend for extra-curricular activities shall be specified in the letter of assignment.*
- C. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.*

#### **a. Payments**

*Payments for extra-curricular activities shall be made in accordance with District payroll procedures. However, wages earned shall be paid monthly unless the coach chooses the end of the season payment option.*

#### **Work Schedule**

*Extra-curricular assignments may occasionally occur during part of an employee's regular workday in his/her other position(s) with the District (e.g., as a teacher). In such cases, the employee shall consult with the supervisor of his/her regular assignment to determine the appropriate course of action. In the supervisor's sole discretion, the employee may be (1) required to work a flexible schedule to make up time lost during his/her regular workday; (2) relieved from the requirement to make up the time lost; (3) required to re-schedule the extra-curricular activity; or (4) required to take any other action that the supervisor deems reasonable.*

#### **b. Evaluation of Extra-Curricular Assignments**

*Individuals holding extra-curricular assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate. When determining the manner and frequency of evaluations, the supervisor may take into account such factors as (1) the individual's experience with the particular activity; (2) input received from participants, parents, and other stakeholders; (3) the extent to which an individual needs additional guidance or oversight; and (4) any other consideration that a supervisor, in his/her reasonable discretion, deems appropriate.*

**c. Volunteers**

*Upon approval from the head coach/advisor and the athletic director or principal, an individual may serve as a volunteer coach/advisor for an extra-curricular activity. The following guidelines apply to volunteers:*

- A. They will not be eligible for salary/wages, stipend, or benefits;*
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;*
- C. They will be responsible for their own personal injuries(i.e., ineligible for worker's compensation);*
- D. They must consent to a background check (background checks for school board member volunteers must be performed by the Wisconsin Department of Justice or the Federal Bureau of Investigation) and agree to have a tuberculin skin (TB) test;*
- E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;*
- F. They accept direct and indirect supervision of the head coach; and,*
- G. They may be dismissed at any time without cause.*

**d. Extra-Curricular Pay Schedule**

The extra-curricular pay schedule is available upon request.

## **Part 6**

# **Substitute Employees**



# PART VI – SUBSTITUTE EMPLOYEES

## SECTION 1: ALL SUBSTITUTE EMPLOYEES

### **1.01 Pre-Employment Requirements**

*All new substitute staff hires will have to meet all new staff requirements, including but not limited to, a physical examination (including a tuberculin test or chest x-ray), and a criminal background check.*

## SECTION 2: SUBSTITUTE TEACHERS

### **2.01 Licensure and/or Permit**

*All substitute teachers shall have the necessary license and/or permit required by state law to serve in the substitute teaching assignment.*

### **2.03 Training and Evaluation**

*Suitable programs of training, orienting and evaluating the work of substitute teachers may be provided by the instructional staff and/or the District as appropriate.*

### **2.04 Assignment and Professional Responsibilities**

A. Assignments: *Substitutes shall be assigned at the discretion of the District.*

**OR**

*Substitutes shall be assigned as follows:*

1. *Principals' requests for a given substitute shall take first precedence.*
2. *Teachers' requests for a given substitute shall take second precedence. The jobs under this subsection will be posted to substitutes as soon as the District has been notified of an absence.*
3. *After the above process has been completed, all other substitutes shall be notified of the available work.*

B. *A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute. School Board policies will be available to the substitute upon request.*

C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment

1. *A substitute teacher may refuse personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute teacher list if the substitute demonstrates a pattern or practice of declining assignments.*



2. *A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute teacher may also cancel a teaching assignment. A substitute who wishes to cancel an assignment on the current date must inform Lola Bortz by phone. Any substitute teacher who abuses the cancellation privilege, in the District's discretion, will have their cancellation privileges revoked.*

**D. Professional Responsibilities:**

*The professional responsibilities and duties of substitutes shall be consistent with the regular teacher's responsibilities and duties for whom they are substituting. When a substitute is employed as a long-term substitute teacher, or is employed at the end of the semester, and is expected to close out school records, do report cards, and inventories, he/she may be given up to one day to complete these tasks if deemed necessary by the principal. The substitute will be compensated at the applicable substitute rate.*

**E. Long-Term Substitute Assignment**

1. *When a substitute is assigned for more than ten (10) consecutive days in the same position, then the long-term rates apply retroactive to the first day, unless such long-term is known in advance, in which case payment will begin on the first day. The substitute's hourly rate shall be computed based on the number of periods per day in a building (e.g. at elementary level – eight (8) hours).*
2. *Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher.*

- F. Substitute Teaching Day:** *substitute's teaching day shall be eight (8) hours, excluding the duty free lunch, when subbing for a full-time teacher who is absent for a whole day. If a teacher does not have a full schedule of classes the time will be prorated. A substitute's teaching day may be less than eight (8) hours if the substitute is replacing a teacher on a partial absence.*

## **2.04 Compensation**

- A. Daily Rate:** *Substitute teachers shall receive compensation for services rendered as provided in section 2.07.*
- B. Homebound or Alternative Site Instruction**
1. *Substitute teachers who are contracted to provide homebound or alternative site instruction to a student of this school district, shall be compensated at the rate of \$18.00 per hour.*
  2. *Substitute teachers will be paid mileage from the student's school to the student's location and back pursuant to the terms of the Handbook.*

## **2.05 Dismissal/Removal from Substitute List**

*Substitute teachers are casual employees and therefore have no expectation of continued employment. As such substitute teachers may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute teachers may also be removed from the substitute call list at the discretion of the district.*

## 2.06 Miscellaneous Provisions

- A. **In-Service:** Each per diem substitute may be required to participate in new teacher orientation or teacher in-service day programs in the schools. Per diem substitutes shall be paid at their applicable rate for in-service participation if the employer requires them to attend. Long-term substitutes will be required to attend in-service days and will receive their long-term rate. The principal may, in his/her discretion, determine and notify the long-term substitute that he/she is not required to attend an in-service day(s) and will not be paid for that day. Substitute teachers may participate in after school/summer in-services at no cost, provided teachers members and/or administrators are able to attend without cost. Substitute teachers may participate in after school/summer in-services at the same cost as teachers provided the vendor offers such a discount to substitute teachers. The substitute teacher may participate at the cost established by the vendor if the vendor does not offer such a discount to substitute teachers. Substitute teachers availability to participate in all of the above school/summer in-services will be on a space available basis as determined by the District.
- B. **Mileage:** Substitute teachers assigned and working for the District on the same day at more than one school or work location, shall be reimbursed mileage at the rate set forth in the Handbook for use of their personal automobile in traveling from one District work site to another.
- C. **Duty Free Lunch:** All substitutes shall be provided with a daily duty-free lunch period of at least thirty (30) continuous minutes.
- D. **In-service/Orientation:** The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two (2) hours. Substitute teachers attending the in-service will not be compensated for their attendance.
- E. **Online Services:** Long-term substitutes will be provided district email accounts and network access. Substitutes who are compensated at the experienced pay level will be provided with a personalized computer account and password.

## 2.07 Substitute Teacher Pay Schedule

Substitute teachers shall be employed at the rate established by the District. The rate of pay is as follows:

### **SUBSTITUTE TEACHER PAY SCHEDULE**

#### **2024-25**

<b>Category</b>	<b>2024-25</b>
<b>Short-Term Per Diem Substitute</b>	<b>\$130.00 the First 20 Times</b> <b>\$135.00 After the First 20 Times</b>
<b>Long-Term Per Diem Substitute</b>	<b>\$231.11</b>

*Part-time substitute teachers shall be paid on a prorated basis based off the full daily rates set forth above.*

### SECTION 3: SUPPORT STAFF SUBSTITUTES

#### **3.01 Licensure and/or Permit**

*All substitute support staff shall have the necessary license and/or permit required by state law to serve in the substitute assignment.*

#### **3.02 Training and Evaluation**

*Suitable programs of training, orienting and evaluating the work of substitute support staff may be provided by other district staff and/or the District as appropriate.*

#### **3.03 Assignment and Professional Responsibilities**

- A. Assignments: *Substitutes shall be assigned at the discretion of the District.*
- B. Board Policies: *A copy of the appropriate school policies shall be made available to the substitute upon request.*
- C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
  - 1. *A substitute may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute list if the substitute demonstrates a pattern or practice of declining assignments.*
  - 2. *A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute may also cancel an assignment using the automated system in advance of the current day without providing notification to the Secretary, District Substitutes. A substitute who wishes to cancel an assignment on the current date must inform the Secretary by phone. Any substitute who abuses the cancellation privilege, in the District's discretion, will have their cancellation rights revoked.*
- D. Responsibilities: *The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.*
- E. Long-Term Substitute Assignment
  - 1. *When a substitute is assigned for more than ten (10) consecutive days in the same position, then the long-term hourly rates apply retroactive to the first day, unless such long-term is known in advance, in which case payment will begin on the first day.*
  - 2. *Responsibilities of the long-term substitute shall be the same as the regular employee.*
- F. Substitute Day: *The substitute's length of service will be determined by the District.*

### 3.04 Compensation

*Hourly Rate:* Substitute employees shall receive compensation for services rendered as determined by the District and as set forth in section 3.07.

### 3.05 Dismissal/Removal from Substitute List

Substitute employees are casual employees and therefore have no expectation of continued employment. As such substitute employees may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute employees may also be removed from the substitute call list at the discretion of the district.

### 3.06 Miscellaneous Provisions

- A. *In-Service:* Each per diem substitute may be required to participate in new employee orientation or in-service day programs in the schools. Substitutes shall be paid at their applicable hourly rate for in-service participation if the employer requires them to attend.
- B. *Mileage:* Substitutes assigned and working for the District on the same day at more than one school or work location, shall be reimbursed mileage at the rate set forth in the Handbook for use of their personal automobile in traveling from one District work site to another.
- C. *Duty Free Lunch:* All substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.
- D. *In-service/Orientation:* The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two (2) hours. Substitutes attending the in-service will not be compensated for their attendance.
- E. *Online Services:* Long-term substitutes will be provided district email accounts and network access. Substitutes who are compensated at the experienced pay level will be provided with a personalized computer account and password.

### 3.07 Substitute Employee Pay Rates

Substitutes shall be employed at the rate established by the District:

## **SUBSTITUTE PAY SCHEDULE**

**2025-26**

<b>Category</b>	<b>2025-26</b>
<b>Short/Long-Term Substitute</b>	Base hourly rate of the category where the substitute is working