

*School District of Rhinelander  
665 Coolidge Avenue – Suite B  
Rhinelander, WI 54501*

**PROFESSIONAL EMPLOYEE WITH SUPERVISORY RESPONSIBILITIES HANDBOOK**

This Professional Employee with Supervisory Responsibilities Handbook is approved by the School District of Rhinelander Board of Education. It has been in full force and effect since January 1, 2012, and shall remain in full force and effect until such time that it is updated/revised by Board of Education action. *(The dates of such updates/revisions are to be noted below.)*

Review of this document will be completed according to School District of Rhinelander policy.

School District of Rhinelander  
Board of Education

\_\_\_\_\_  
/s/  
President

\_\_\_\_\_  
/s/  
Clerk



*(Updated/Revised – 8/21/2017)*

## TABLE OF CONTENTS

<b><u>TOPIC</u></b>	<b><u>PAGE</u></b>
ARTICLE I RECOGNITION	4
ARTICLE II INTRODUCTION	4
ARTICLE III MANAGEMENT RIGHTS	4
ARTICLE IV EMPLOYMENT OPPORTUNITIES WITHIN THE DISTRICT	5
ARTICLE V PROFESSIONAL LICENSURE	5
ARTICLE VI CONSIDERING EXPERIENCE OUTSIDE OF THE DISTRICT	7
ARTICLE VII EMERGENCY CONTRACTS	7
ARTICLE VIII JOB DESCRIPTIONS (Policy 3120.01)	8
ARTICLE IX WAGES/SALARIES	8
ARTICLE X DEFINED CONTRIBUTIONS	8
ARTICLE XI PROFESSIONAL EMPLOYEE LAYOFF AND RE-EMPLOYMENT PROCEDURE	10
ARTICLE XII PART-TIME PROFESSIONAL EMPLOYEES	10
ARTICLE XII1 PERSONNEL FILES / PERSONNEL RECORDS (Policy 8320)	11
ARTICLE XIV EVALUATIONS	11
ARTICLE XV WORK DAY, WORK YEAR, WORK ASSIGNMENTS, AND PROFESSIONAL DEVELOPMENT	12
ARTICLE XVI LEAVE	13
ARTICLE XVII DRUG AND ALCOHOL ABUSE (Policy 3122.01 and Policy 3139)	18
ARTICLE XVIII WEAPONS (Policy 3217)	19
ARTICLE XIX MILEAGE/MILEAGE REIMBURSEMENT	19
ARTICLE XX LIQUIDATED DAMAGES	19
ARTICLE XXI NON-RENEWAL/DISCIPLINE	20
ARTICLE XXII COMPLAINT RESOLUTION PROCEDURE	20
ARTICLE XXIII RETIREMENT	21

ARTICLE XXIV	STUDENT SUPERVISION AND WELFARE (Policy 3213)	25
ARTICLE XXV	DRESS CODE (Policy 3216)	25
ARTICLE XXVI	DUTY-FREE LUNCH	25
ARTICLE XXVII	REPORTING WORK-RELATED INJURY(IES) (Policy 8442)	25
ARTICLE XXVIII	REPORTING STUDENT ABUSE AND NEGLECT	25
ARTICLE XXIX	CHILDREN OF PROFESSIONAL EMPLOYEES IN THE WORKPLACE	25
ARTICLE XXX	MISCELLANEOUS	26
ARTICLE XXXI	DISCLAIMER STATEMENT	26
	PROFESSIONAL EMPLOYEE COMPLAINT FORM	27
APPENDIX A	CO-CURRICULAR ACTIVITIES PAY SCHEDULE	28
APPENDIX B	COCURRICULAR ACTIVITIES ADDITIONAL PAY RATES	32
APPENDIX C	SALARY SCHEDULE	34
	ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING	35

**ARTICLE I  
RECOGNITION**

The Board of Education (hereinafter referred to as “Board”) recognizes Department of Public Instruction (DPI) licensed Professional Employees with Supervisory Responsibilities (hereinafter referred to as “Employee”) as those governed by this Professional Employee with Supervisory Responsibilities Handbook (hereinafter referred to as “Handbook”).

**ARTICLE II  
INTRODUCTION**

This Handbook has been prepared for those Employees that have been approved by the Board. The provisions described herein are the terms and conditions governing employment in the School District of Rhinelander (hereinafter referred to as “District”) and compliance with them is required.

This Handbook is policy of the Board. It has been prepared to acquaint Employees with the policies, administrative guidelines, rules, and regulations that govern their employment in the District, and to provide for the orderly and efficient operation of the District.

It is each designated Employee’s responsibility to read and become familiar with this information and to comply with the policies adopted by the Board and/or the administrative guidelines promulgated by the Superintendent, which are available electronically on the District’s website, as well as the rules and regulations contained herein.

If Employees have questions regarding any of the policies and/or administrative guidelines, and/or the rules or regulations set forth in this Handbook, or about matters which are not covered, they should be directed to their immediate supervisor.

**ARTICLE III  
MANAGEMENT RIGHTS**

- A. The Board retains all rights of possession, care, control, and management that it has by law, and retains the right to exercise these functions under the terms of this Handbook. These rights include, but are not limited by enumeration to, the following rights:
1. To direct all operations of the school system;
  2. To establish and require observance of reasonable work rules and schedules of work;
  3. To hire, promote, transfer, schedule, assign, and retain Employees in positions within the school system;
  4. To suspend, discharge, and take other disciplinary action against Employees;
  5. To relieve Employees from their duties;
  6. To maintain efficiency of school system operations;
  7. To take whatever action is necessary to comply with State or Federal law, or to comply with State or Federal agency decisions or orders;
  8. To introduce new or improved methods or facilities;

9. To select Employees, establish quality standards, and evaluate Employee performance;
  10. To contract out for goods or services;
  11. To determine the methods, means, and personnel by which school system operations are to be conducted;
  12. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
  13. To determine the educational policies of the District;
  14. To determine all school activities;
  15. To determine the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids, class schedules, hours of instruction, length of school year, and terms and conditions of employment.
- B. The exercise of the foregoing 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 by the specific and expressed terms of this Handbook and Wisconsin Statutes, Section 111.70, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Wisconsin, and the Constitution and laws of the United States.
- C. The Board may require the Employee to provide input in curriculum planning for the District.

**ARTICLE IV**  
**EMPLOYMENT OPPORTUNITIES WITHIN THE DISTRICT**

All Employee positions, which may from time to time become open within the District, shall be made available for application by the current staff. Notice of such openings will be posted on the District's computer network, and it shall be the responsibility of the Employee to apply for a position he/she may be interested in obtaining. The Administration shall direct all Employee placement decisions based on the needs of students and the District.

**ARTICLE V**  
**PROFESSIONAL LICENSURE**

A. Requirements

Employees are required to hold a valid Wisconsin Department of Public Instruction (DPI) license(s) in their area(s) of employment by successfully completing the Professional Development Plan (PDP) process or earning six (6) credits every five (5) years. Each Employee will be responsible for his/her own license requirements and for keeping the District current by providing the Human Resource Office with a copy of his/her license. Those Employees with a life licensure must earn at least six (6) credits every five years.

Failure to meet this requirement will prevent the Employee from receiving any salary increase until he/she has obtained a valid Wisconsin DPI-approved license, and a subsequent District contract has been provided to him/her.

Employees who do not hold a license(s) as required herein or have not earned 6 credits for those holding a life license may, at the discretion of the Board, be laid off.

B. Definition of Credits

In addition to the PDP process, the following means of accumulating credit(s) will fulfill the requirements of provision A. above, and is meant to serve as a guideline to determine applicable credits:

1. Graduate Credits:

- a. Graduate credits are those credits defined as such by accredited colleges and universities. These credits must be approved in advance by the Administration and prior to the Employee beginning to earn such credits.
- b. Beginning July 1, 2017, payment for graduate courses will be made by the District, up to an amount of \$5,000 per calendar year with a lifetime limit of \$20,000 (beginning 2/20/2017). All courses are to be approved by the Administration in advance of beginning the course. The rate of reimbursement will be based on the current cost of tuition at the university that the Employee attends, but shall not exceed the University of Wisconsin (Madison) rate. Failure to complete the course will result in repayment of all costs to the District. The Employee who leaves the District or is no longer employed by the District after completion of the course shall repay the District as follows:

Employment for:

3 full-time equivalent (FTE) years	No repayment to District
2 FTE years	1/3 repayment of total costs to District
1 FTE year	2/3 repayment of total costs to District
Less than 1 FTE year	Full repayment of total costs to District

- c. Graduate credits earned prior to the start of the 2011-2012 school year, will continue to be recognized and compensated at the rate applied when they were earned. Part-time Employees will continue to have their earned credits prorated based on their FTE.
- d. There will be no reimbursement for credits or courses outlined in Sections B. or C. above that have not been pre-approved by the Superintendent/Designee as outlined on the District's 'Application for Approval of Credits' form.

2. Undergraduate Credits

Credits earned under this provision may be earned through accredited colleges or universities. No remuneration or payment will be made for these courses or credits.

3. Simple In-Service Credits (SIC)

Employees may earn in-service credits in lieu of college credits through work for the District, such as curriculum development or approved workshops based on mutual agreement between the Employee and the Superintendent/Designee. Fifteen (15) hours of such work shall be equal to one (1) college credit. No remuneration will be made for these credits; however, the District may pay for the costs of the course provided it is outside the normal workday. Costs for courses taken during the workday shall be the responsibility of the Employee.

SICs are awarded for actual hours of participation, which means those hours when the Employee is with the presenter or in an activity resulting from and under the presenter's direction. It is not meant to include such things as registration, breaks, and meals, unless there is a program or presentation going on as part of the meal.

SICs are generally not earned when there is a cost to the District in fees, travel expense, or loss of normal working hours. Proof of attendance is always required in order to receive the credit. SICs are awarded for the following actual hours of participation:

Actual Hours of Participation	Credits
0 - 2.0	1/8
2.1 - 4.0	1/4
4.1 - 6.0	3/8
6.1 - 8.0	1/2
8.1 - 10.0	5/8
10.1 - 12.0	3/4
12.1 - 14.0	7/8
14.1 - 15.0	1.0

Any fraction beyond the above-listed hours will be prorated accordingly (i.e. 20 hours - 1.375 credits).

4. Approval for Remuneration

Prior to enrollment, all graduate coursework or SICs must receive approval in advance and in writing by the Superintendent/Designee as outlined on the District’s Application for Approval of Credits form. Approvals will be based on Section B. and Section B. 1. a., b., and d. of this Article. Should an approved graduate course not be available, the Employee may inform the Superintendent/Designee, in writing, of a proposed substitution, and payment for this will be considered at the beginning of the next term, if approved by the Superintendent/Designee.

**ARTICLE VI**  
CONSIDERATION OF EXPERIENCE FROM OUTSIDE OF THE DISTRICT

An Employee will have his/her salary and contract length determined by the Board after a recommendation is made to the Board by the Administration with consideration of their prior experience and the degree(s) earned.

**ARTICLE VII**  
EMERGENCY CONTRACTS

Emergency contracts may be granted on a one (1) year or less basis only. Such contracts will be awarded only in emergency employment situations. Examples are when:

- fully certified employees cannot be found
- long-term leaves of absence are granted
- temporary positions of one (1) year or less are created
- the full employment process cannot be completed (late or mid-year resignations)

The emergency contract shall be invalid at the end of the school year in which the contract was provided to the Employee, or the date as stipulated in the contract.

**ARTICLE VIII**  
**JOB DESCRIPTIONS**

The Board recognizes that it is essential for accountability purposes that the Employee is fully aware of the duties and responsibilities of his/her position. Job descriptions document and describe the essential functions for the Employee's positions and, thereby, promote organizational effectiveness and efficiency. If a copy of a job description is required or desired, the Employee shall ask his/her immediate supervisor or contact the Human Resources Office.

For additional information refer to Policy 3120.01, Job Descriptions.

**ARTICLE IX**  
**WAGES/SALARIES**

A. Extra-Curricular

See Appendix A of this Handbook.

B. Employee Salaries

See Appendix B of this Handbook.

The Employee shall pay his/her share of his/her salary to the Wisconsin Employee Retirement System as required by Wisconsin Law. The Employee shall have his/her salary determined by the Board.

C. Summer School Schedule

See Appendix A of the Handbook.

D. Professional Leadership Roles

Job expectations for these positions will be developed from time-to-time as needs change and determined necessary.

E. Part-Time Employee salaries will be prorated based on their FTE.

F. An Employee achieving National Board for Professional Teaching Standards (NBPTS) certification will be compensated one (1%) of his/her yearly salary at the time of certification for each year he/she teaches in the District while holding the certificate.

**ARTICLE X**  
**DEFINED CONTRIBUTIONS**

A. Life Insurance

The District agrees to pay life insurance premiums for the Employee who requests it, up to the next one thousand dollars (\$1,000) of said Employee's salary.



## B. Medical and Hospitalization

The Board shall determine insurance plans and offer health insurance to all eligible Employees. The Employee shall be responsible for paying his/her share of the total policy cost as determined by Wisconsin law and the Board.

Pursuant to the following schedule, the District agrees to make monthly deposits toward health care benefit plan coverage for eligible Employees who request it.

1. Full-time Employee: The District agrees to make the full monthly deposits, less any Employee's contribution of his/her share of the total coverage selected.
2. Part-time Employee: For Employees working .75 FTE but less than 1.0 FTE, the District will pay seventy-five percent (75%) of the Board contribution for the part-time Employee eligible for health insurance coverage and the Employee will pay his/her share of the total coverage selected.
3. The Employee working .435 FTE (17 1/2 hours per week) but less than .75 FTE may elect to participate in the family and single plan coverage at his/her own expense.

## C. Liability

The District shall provide, without cost to the Employee, bodily injury and property damage liability insurance protection to the Employee when using personal automobiles in the performance of District business.

## D. Worker's Compensation

The District shall provide Workers' Compensation coverage for the Employee. The Employee receiving worker's compensation shall not receive sick leave benefits.

## E. Disability Insurance

The District will contribute the entire premium amount per year per Employee toward an Employee's disability insurance plan chosen by the Board.

## F. Dental Insurance

The District agrees to contribute up to eighty percent (80%) for either a single or a family premium for each full-time Employee toward a dental insurance program for those who elect to be covered by the insurance.

The District agrees to make monthly deposits towards dental care benefit coverage for the eligible Employee who requests it, pursuant to the following schedule:

1. Full-time Employee: The District agrees to pay eighty percent (80%) of the premium for family and single plan coverage.
2. Part-time Employee: For Employee's working .75 FTE but less than 1.0 FTE, the District will pay sixty percent (60%) of the premium for the family or single plan coverage.
3. The Employee working .435 FTE (17 1/2 hours per week) but less than .75 FTE may elect to participate in the family and single plan coverage at their own expense.

The Board shall determine the District's dental insurance carrier and dental coverage plan.

G. Miscellaneous

1. In the event the Employee is absent because of illness or injury and has exhausted his/her sick leave accrual, the insurance benefits contained herein shall continue throughout the balance of the insurance coverage period stated in the policy.
2. The District will provide a Section 125 Flexible Benefit Plan as allowed by law.

**ARTICLE XI**  
**EMPLOYEE LAYOFF AND RE-EMPLOYMENT PROCEDURE**

When a reduction in staff is expected for the coming year, the following procedure will be used:

- A. The Superintendent/Designee will determine the number of positions to be reduced in the area, subject, or programs that will lose positions for the coming year, based on District needs.

The Employee who holds the position will be notified no later than May 1st.

- B. Job performance in the District, as previously and currently evaluated by the Employee's supervisor(s), will be used, in part, to assist in determining future employment of the Employee.
1. For a period of twelve (12) months after notice of their layoff, laid-off Professional Employees will be the first to be considered for re-employment if a position becomes open in the category or subject matter area for which they are certified. It shall be the responsibility of the laid-off individual to apply for a vacancy that he/she may be interested.
  2. Should any Employee on layoff reject an offer for re-employment equivalent to or greater than the time-equivalent position he/she last had before layoff, he/she loses all further consideration for re-employment rights during the twelve (12) month period.
  3. Should any Employee on layoff reject an offer for re-employment in a vacant position, which is less than the time equivalent than the position he/she last had before layoff, he/she will maintain consideration for re-employment rights during the twelve (12) month period.
- C. Upon re-employment, the Employee's salary and fringe benefits shall be fully restored at the level established at the time of lay off.

**ARTICLE XII**  
**PART-TIME PROFESSIONAL EMPLOYEES**

- A. The Employee employed for less than 1.0 F.T.E. will be classified as part-time.
1. The Employee must be employed for at least four hundred and forty (440) hours per year or thirty-three percent (33%) or more of a regular Employee's load in order to qualify for the Wisconsin Retirement System and the District's life insurance plan.
  2. The Employee will be granted prorated days of sick leave per year based on their FTE, accumulated to one hundred and ten (110) days in event of continuous employment. The part-time Employee with more than 110 cumulative sick leave days prior to the start of the 2011-2012 school year will be allowed to use their

total sick days as the basis for determining the maximum allowable up to one hundred and fifty (150) total sick leave days.

3. The Employee will have the opportunity to apply for full-time positions if qualified.

#### B. Salaries

For salary purposes, a prorated amount based on the Employee's FTE will assist the Administration in determining the Employee's salary recommendation to the Board for the school year.

### **ARTICLE XIII PERSONNEL FILES / PERSONNEL RECORDS**

It is critical to effective human resource management, and necessary for satisfaction of legal obligations, that the Board maintains accurate personnel files. Further, the access granted for review and inspection of a personnel record must be completed in accordance with state law. The District shall maintain personnel records of an Employee and grant access to inspect or review those records in accordance with Policy 8320, Personnel Records, and State law.

If there is any disagreement with the content or information contained in an Employee's personnel record, the Employee will follow the process established in Policy 8320, Personnel Records, to either have a correction made to the information in question or have the record/content in question removed from the file.

### **ARTICLE XIV EVALUATIONS**

- A. The Employee evaluations will include, but are not limited to; walk-through observations, informal observations, formal observations, and contributions towards students achievement and engagement in curricular and co-curricular activities. Additionally, written feedback from staff, students, and parents, as well as student performance data may be used. The Employee's immediate supervisor will provide written feedback within five (5) working days of the evaluation. The Employee may request to meet and review the evaluation within five (5) working days of its receipt. All written evaluations will be included in the Employee's personnel file.
- B. Plans for improvement will be provided to the Employee who has been identified by their immediate supervisor as not meeting District expectations.
- C. After reading the evaluation, discussing it with his/her immediate supervisor, and signing the evaluation, the Employee may permanently attached a letter of approval or dissent to his/her evaluation within ten (10) school days of the date noted on the supervisor's written evaluation.
- D. Evaluations of the Employee shall be conducted openly and with the knowledge of the Employee. The use of eaves-dropping shall not be used in evaluations of the Employee.
- E. An Employee shall have access to his/her evaluation/personnel file during normal work hours. Written material germane to the Employee's conduct, performance, character, or personality may be placed in the Employee's personnel file after he/she has been provided with a copy.
- F. The written evaluation is meant to be used between the Employee and the District, and could become a public record as required by law.

- G. The Employee shall have the right to reproduce contents of his/her files, and is subject to reasonable costs as established by Board policy, except those portions of the files protected from disclosure to the Employee by Wis. Stat. 103.13 (e.g., letters of reference).
- H. An observation or evaluation may be conducted by using a video device, recording device, telephonic, or any other electronic device with the knowledge of Employee.

## **ARTICLE XV**

### **WORK DAY, WORK YEAR, WORK ASSIGNMENTS, AND PROFESSIONAL DEVELOPMENT**

#### **A. Employee Work Assignments**

If possible prior to June 1, Administration will inform the Employee of his/her assignment, when known.

A summer work period for the Employee may be approved by Administration if it is determined that time is necessary to develop or implement new instructional methods or programs. A proposal must be presented by the Employee involved for a specific work period not to exceed ten (10) days. The proposal must contain the purpose and time required for the requested summer work period. All proposals must be submitted to the Superintendent/Designee for approval. Pay for such work shall be at the curriculum-writing rate contained in Appendix B of this Handbook.

#### **B. Employee Workday**

Normal working hours for the Employee shall be a minimum of eight (8) hours per day, including a duty-free lunch period of thirty (30) minutes. The starting and dismissal times may vary, and shall be determined by the Administration and not compromise the educational needs of students.

#### **C. Employee Work Year**

The work year for the Employee will be determined by the Board and included in the Employee's individual contract. These days may include, but are not limited to, face-to-face instructional days, professional development days, parent/teacher conferences, and holiday(s).

#### **D. Professional Development**

The District supports quality professional development that helps the Employee in terms of his/her knowledge and awareness of current educational practices. Professional development shall reflect Board goals and be driven by best and current educational practices, and will be directed by Curriculum and Instruction, Human Resources, Pupil Services, and the Superintendent/Designee.

Part-time Employees will work with their immediate supervisor to develop a schedule of District expectations regarding professional development, recordkeeping, and compensation days. Part-time Employees will be compensated the curriculum rate of pay shown in Appendix A of this Handbook, as approved for Employees who are assigned time beyond their normal contract by Administration.

**ARTICLE XVI**  
**LEAVE**

**A. Emergency Leave**

Emergency leave shall not exceed three (3) school days unless extended by the Superintendent/Designee. Any extension days will be deducted from the Employee's sick leave. The Employee is expected to verbally communicate with his/her immediate supervisor in a timely manner and in advance to be eligible for this leave or it will be considered unpaid leave. Emergency leave for the Employee must fall within the following categories:

1. Executor of Will in Probate
2. Leave for Court Service - Whenever any full-time Employee is required to be absent from work by a proper subpoena issued by a court or commission legally empowered to subpoena witnesses, which compels his/her presence as a witness, unless he/she is a party or an expert witness, he/she shall be allowed the time necessary, within limits set above, to be absent from work at his/her regular pay, provided he/she deposits any fees, except mileage, with the District.
3. Accident or Emergency Treatment In The Immediate Family Other Than to the Employee - Immediate family is defined as mother or mother-in-law, father or father-in-law, sister, brother, child, wife, husband, foster parents, grandparents, and grandchild.
4. A Catastrophe Concerning the Dwelling or Personal Property of the Employee.

**B. Personal Leave**

Personal Leave shall be deducted from the Employee's sick leave. Three (3) days per year shall be available to the Employee for personal leave. Prior approval shall be obtained through the Administration and shall be determined by Administration on an individual and case-by-case basis.

1. The Employee will give written notification to his/her immediate supervisor of his/her intent to take such personal leave twenty-four (24) hours in advance, unless extenuating circumstances can be substantiated by the Employee.
2. It is expected that the Employee will use this leave for important reasons and will provide such reason in writing to his/her immediate supervisor.
3. Personal leave shall not be used to extend any holiday or vacation periods, as shown on the District's school year calendar, unless extenuating circumstances can be substantiated by the Employee and approved in advance by Administration.
4. In the event of special circumstances (e.g. failure of a plane to fly during bad weather conditions), the Employee shall notify his/her supervisor immediately if he/she will not be back at work as expected.
5. Administration will deny personal leave when it has determined that the school cannot be appropriately staffed without said Employee.
6. Personal Leave cannot be used consecutively or concurrently, unless extenuating circumstances can be substantiated by the Employee and approved in advance by Administration.

C. Sick Leave

1. Annually, the Employee will be allowed days of absence for sickness. These days will be prorated based on the Employee's FTE.

1, 2, or 3 years in the District	12 days per year
4+ years in the District	10 days per year

Sick leave cannot be used in conjunction with long-term disability insurance benefits.

2. An Employee may utilize sick leave for illness of his/her child, spouse, or parent which requires the Employee's presence. The Employee shall make reasonable efforts to find alternatives to staying home with a sick child and/or spouse.
3. Full-time Employees who serve for less than one (1) year shall be entitled to sick leave in proportion to their length of service.
4. Part-time Employees shall be entitled to sick leave as prorated based on their FTE.
5. The Employee's sick leave shall be accumulated to one hundred thirty-two (132) days. These days may be used for any absence due to personal illness of the Employee. Employees with more than one hundred thirty-two (132) cumulative sick leave days prior to the start of the 2011-2012 school year will be allowed to use their total sick days as the basis for determining the maximum allowable upon retirement.
6. If there should be a question as to the illness, the Superintendent/Designee shall have the right to ask for a physician's written statement for confirmation of illness.
7. Sick Leave Bank (available to all Professional Employees of the District)

The purpose of the sick leave bank is to assist Employees in the event sick leave is needed due to emergencies and/or serious health issues of self or immediate family members. The intent of the sick leave bank is not for day-to-day illness of self or immediate family members and is not to be used on a recurring basis.

During the first week of the 1<sup>st</sup> quarter and 4<sup>th</sup> quarter of the school year, each Employee who wishes to participate shall contribute a minimum of one (1) and not more than three (3) days of sick leave allowance to the Sick Leave Bank. Contributions must be in full day increments for the full-time Employee and will be pro-rated at the part-time Employee's FTE. Only Employees who contribute shall be eligible to participate in the Sick Leave Bank for two (2) full calendar years from the date of their donation.

Upon request, the District will make available a copy of the District staff participating in the Sick Leave Bank, the number of days each submitted, the expiration of their participation in the Bank, and the total number of days in the Sick Leave Bank.

The Sick Leave Bank will be administered by a committee of two (2) persons; one (1) Administrator and one (1) Employee. The Employee and the District shall name a representative to the committee with the two (2) representatives selecting the third (3<sup>rd</sup>) member from outside the school community in the event the committee of two (2) cannot agree on the number of days the Employee is eligible to use.

Eligible Employees who have exhausted their accumulated sick leave may petition the committee for additional sick leave days from the Bank, provided there are sufficient days in the Bank. The petition must be supported by a statement from the attending physician. In no case will an Employee be paid sick leave for

more than the number of working days needed to qualify for long-term disability. Should the number of days in the Sick Leave Bank become less than the number of eligible Employees involved in the Bank, the administration may agree to open an additional donation window.

#### D. Disability Leave

1. Disability leave shall be requested of the Superintendent/Designee by the Employee. It shall be the Employee's obligation, supported by his/her physician's written certification, to inform the Superintendent/Designee when he/she will be unable to perform his/her contractual duties. The length of disability leave shall be based upon a written recommendation of his/her physician. The Employee on disability leave shall be allowed to use accumulated sick leave during this period. In the event that he/she fails to return to work when the physician states he/she is able to perform his/her job duties, he/she shall relinquish all further employment rights as outlined in this Handbook.
2. A leave of absence without pay may be granted for child-rearing, provided that the Employee has been offered a full-time contract for the fourth (4th) consecutive year of teaching in the District and has a child less than one (1) year of age at the commencement of leave.
  - a. Written requests for child-rearing leave of absence shall be made to the Superintendent/ Designee as soon as possible but at least ninety (90) days prior to the commencement of the leave.
  - b. The Superintendent/Designee may grant such leave without pay if a suitable replacement can be found.
  - c. An Employee receiving this leave will be allowed no more than twenty-four (24) months of leave. The Employee will be considered for future job openings.
  - d. The Employee shall retain all accrued benefits as determined at the time such leave was granted should he/she be re-employed after returning from their child-rearing leave.
  - e. Child-rearing leave will begin at the beginning of the Fall school term. Exceptions must receive approval of the Superintendent/Designee.
  - f. Life, health, and dental insurance benefits will be available to the Employee while on leave, at no cost to the District.

#### E. Funeral Leave

1. Up to five (5) days of funeral leave will be granted to the Employee upon the death of the following: Spouse, parents, sibling, child, grandchild, or grandparent.
2. Up to three (3) days of funeral leave will be granted to the Employee upon the death of a close friend or relative.
3. Funeral leave shall be deducted from sick leave.

#### F. Sabbatical Leave

1. An Employee employed in the system for the equivalent of five (5) years may apply to the Superintendent/Designee for sabbatical leave. At least six (6) months prior to the start of the sabbatical, the Employee shall file a written application stating the purpose of the sabbatical. Within thirty (30) days of

application, he/she will be notified of the acceptance or refusal. The Board may grant sabbatical leave up to a maximum of two (2) employees if so requested and fulfillment of criteria in number 3. below is met.

2. Sabbatical leave without pay shall be defined as leave not to exceed two (2) semesters and to be used for professional research and study. Pre-agreed upon fringe benefits will remain in effect during the period of the sabbatical. Upon completion of this leave, the Employee will be allowed to return to a position as determined by Administration. The Employee agrees to remain in the system for the equivalent of three (3) years after returning from the sabbatical.
3. Those granted sabbatical will be chosen by the Superintendent/Designee and approved by the Board. Suggested criteria for selection may be, though not be limited to, the merit of the objectives of the sabbatical, an interview with the applicant, reasonable distribution of leaves in the system, previous leaves, and needs in the system.
4. The form and degree of penalty for failure to return to the school system for the three (3) year period under the provision of Sabbatical Leave shall be repayment of all fringe benefit costs for the year of the leave to the District by the Employee. If no fringe benefit costs were incurred by the District, the Employee will owe the District \$3,000.00 for each year less than their three-year minimum requirement or a maximum penalty of \$9,000.00.

#### G. Jury Duty Leave:

1. An Employee who is called for jury duty shall notify their immediate supervisor immediately. The immediate supervisor may request that the Employee ask to be released from jury duty due to a hardship to the District.
2. The Employee who does serve on jury duty shall receive full salary during the period of absence.
3. The Employee who does serve shall remit to the Board the compensation paid them for such jury duty service, or authorize an adjustment equal to such compensation, and attach a summons to the absence request form or payroll adjustment form.

#### H. Military Leave

1. Upon request, the District shall grant Employee a military leave of absence for mandatory annual duty for training not to exceed ten (10) school days, provided such duty is performed with the assigned unit.
2. Upon request, periods of military leave for mandatory service will be allowed, in addition to leave for annual duty for training, provided such duty is performed with the assigned unit.
3. Upon submission of a copy of the order to active duty and a copy of the pay voucher, such Professional Employee shall receive the difference between the military pay, exclusive of any reimbursement for expenses other than base salary, and his/her regular school per diem rate for up to ten (10) days.
4. Military leave will be granted to a Professional Employee who enlists for not more than four (4) years or who is inducted in any branch of the armed forces for the United States. Upon return from such leave, the Professional Employee will be placed in a position as soon as one becomes available and on the salary schedule at the level he/she would have achieved had he/she been employed in the District during the period of his/her compulsory absence. A voluntary extension of the duty period beyond that which is required by law negates all aspects of this provision.



5. For periods of military leave for mandatory service, there shall be no loss of benefits for the first ten (10) days.

I. Volunteer Fire Fighter, Emergency Medical Technician, First Responder, or Ambulance Driver

A staff member who is a volunteer fire fighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation may be late for or absent from work without pay if the lateness or absence is due to the staff member responding to an emergency that begins before the staff member is required to report to work and if the staff member complies with all of the following requirements:

1. By no later than thirty (30) days after becoming a member of a volunteer fire department or fire company, or becoming affiliated with an ambulance service provider, a staff member submits a written statement to the District, signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider notifying the District that the staff member is a volunteer fire fighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation;
2. When dispatched to an emergency, a staff member makes every effort to notify the District that he/she may be late for or absent from work due to responding to an emergency or, if prior notification cannot be made due to the extreme circumstances of the emergency or the inability of the staff member to contact the District, submits to the District a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider explaining why prior notification could not be made; and,
3. When late for or absent from work due to responding to an emergency, on the request of the District, the staff member provides written statement from the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider certifying that the staff member was responding to an emergency at the time of the lateness or absence and indicating the date and time of the response to the emergency.

When the status of a staff member as a member of a volunteer fire department or fire company, or as an affiliate of an ambulance services provider, changes, including termination of that status, the staff member shall notify the District of that change in status.

J. Organ Donor Leave

A staff member may take up to six (6) weeks of leave in a twelve (12) month period as necessary to undergo bone marrow or organ donation procedure and to recover from that procedure. The staff member may be required to provide written medical certification that she/he will serve as a donor and the amount of leave time that may be necessary.

Leave taken for this purpose is unpaid; however, a staff member is eligible to substitute available accrued paid leave for all or some of the leave taken under this policy. The staff member must provide as much advance notice as possible so as not to unduly disrupt the District's operations. The staff member will be returned to the same position upon return or if that position is no longer available, an equivalent position and he/she shall not lose any benefits during leave, including the right to continue health insurance coverage as provided for in the District's Policy 3430.01, Family & Medical Leave of Absence (FMLA).

#### K. Leave of Absence

A leave of absence without pay for a period of up to one (1) year may be granted, provided that the Employee has been offered a contract for the eleventh (11th) consecutive year of professional service in the District, and a suitable replacement can be found.

1. Written requests for leave of absence shall be made to the Superintendent/Designee as soon as possible, but at least ninety (90) days prior to the commencement of the leave.
2. If it is determined that a suitable replacement can be found, the Superintendent/Designee will grant such leave without pay.
3. Upon returning to the system and immediately following expiration of leave, the Employee shall retain all accrued benefits, excluding credit for the year on leave.
4. As soon as possible upon return from such leave, the Professional Employee shall be provided a position that becomes available and for which he/she is certified. Leave will begin and end at the beginning of the fall school term. Exceptions must receive approval of the Superintendent/ Designee.
5. Approved leaves shall be limited to one (1) Employee overall.
6. While on a leave of absence, life, health, and dental insurance benefits will be available to the Employee at the Employee's expense.

#### L. Contract Breach

If an Employee does not fulfill the obligation of his/her contract with the Board by not attending work on a day he/she is required to attend, or is dishonest regarding his/her absence from work, this type of violation constitutes a breach of contract, and the Employee would be subject to disciplinary action, up to and including a recommendation to the Board for termination.

### **ARTICLE XVII** **DRUG AND ALCOHOL ABUSE**

Consistent with the Drug-Free Workplace Act, the Board prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any District employee while on District property or while involved in any District-related activity or event. Any Employee who violates Policy 3122.01, Drug-Free Workplace, shall be subject to disciplinary action in accordance with Policy 3139, Staff Discipline, or any applicable terms of any agreements/contracts.

Employees are responsible for the prevention of access to any prescription medication (especially controlled substance) use by students when the medication has not been legally prescribed to students by a medical provider. However, Employees may at times be prescribed a prescription medication for health purposes and these medications may have to be taken by the Employee during the school day or while supervising students. The Employee is responsible for the medications and should not keep it on his/her person, in his/her desk, in his/her purse or carry-in bag/tote, or in any location that a student may obtain access to it. In the event an Employee needs to bring a medication to school for health purposes, it must be locked in a secure location (i.e. a file cabinet), and controlled substances are to be locked in a secure location in the school office or in the Employee's personal vehicle.

**ARTICLE XVIII  
WEAPONS**

Pursuant to Policy 3217, Weapons, the Board prohibits Employees from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the District for the purpose of school activities approved and authorized by the District, including, but not limited to, property leased, owned, or contracted for by the District, a school-sponsored event, or in a District-owned vehicle. (Policy 3217 also identifies exceptions to the above statement.)

The Superintendent may refer an Employee to law enforcement officials if he/she violates Policy 3217. The Employee may also be subject to disciplinary action up to and including termination, as permitted by applicable District policy and state law.

**ARTICLE XIX  
MILEAGE / MILEAGE REIMBURSEMENT**

The District will pay the current Internal Revenue Service (IRS) mileage rate toward driving cost when the Employee is driving a personal vehicle during school business. However, if a school-owned vehicle is available for any travel, the Employee must use a school-owned vehicle rather than his/her personal vehicle, except when the Employee is traveling in the performance of his/her contractual duties. If a school-owned vehicle is available and the Employee chooses to use his/her personal vehicle, he/she will not be reimbursed mileage costs.

**ARTICLE XX  
LIQUIDATED DAMAGES**

It is agreed by the Employee who is employed under a continuing contract and submits a written request to be released from his/her individual contract, that the process provided below will be followed:

1. The written notice of resignation should be given at least three (3) weeks prior to its effective date.
2. The Administration must provide a written response to the Employee acknowledging receipt of his/her notice of resignation.

The Employee will be subjected to liquidated damages in the amounts listed below.

- |  |            |
|--|------------|
| 1. A notice of resignation between when school is out and before July 1        | \$500.00   |
| 2. A notice of resignation on July 1 and before August 1                       | \$1,500.00 |
| 3. A notice of resignation on August 1 and before the start of the school year | \$3,000.00 |
| 4. A notice of resignation effective during the school year                    | \$4,000.00 |

*“School year” in this Section is defined as those dates designated on the Board-approved school year calendar.*

The liquidated damages for part-time Employees will be prorated according to their FTE contract.

This provision does not apply to Employees retiring from the District at the end of a semester under a District retirement benefit, provided they comply with the requirements of this Article on retirement and notify the District during the school year for the upcoming school year, and terminate their contract due to the loss of long-term disability status.

It is understood that the Board may waive any or all of the liquidated damages costs to the Employee in extenuating circumstances.

**ARTICLE XXI**  
**NON-RENEWAL/DISCIPLINE**

A. General Procedure for Non-renewal

Step 1: The immediate supervisor notifies the Employee that his/her work is not satisfactory and the reasons why. The immediate supervisor informs the Employee that unless the situation is improved, non-renewal of his/her contract will be recommended. The immediate supervisor will offer to assist the Employee in developing an improvement plan that has been discussed and reviewed with the Employee and approved by the Administration.

Step 2: If Step 1 is not effective, the immediate supervisor informs the Employee that he/she intends to recommend non-renewal. The legal procedures prescribed by Section 118.22, Wisconsin Statutes, for non-renewal will then be followed. The majority vote of the full membership of the Board is required for non-renewal of an Employee's contract.

**ARTICLE XXII**  
**COMPLAINT PROCEDURE**  
*(Relates to All Professional Employees)*

It is the policy of the District to treat all professional employees equitably and fairly in matters affecting their employment. Each professional employee of the District shall be provided an opportunity to submit information to Administration about matters affecting employment that he/she believes to be unjust. This procedure is available in the case of an employee's disagreement with discipline or termination of employment, as well as any matter relating to workplace safety. This section shall apply to all professional employees.

A. A complaint is defined as something pertaining to termination, discipline and/or workplace safety as governed by policy, and which the professional employee believes requires resolution.

Step 1 An earnest effort shall first be made to settle the matter formally between the professional employee and his/her immediate supervisor within ten (10) school days after the professional employee presents the complaint in writing to his/her immediate supervisor. The immediate supervisor shall give his/her written answer within fifteen (15) school days of the time the complaint was presented to him/her in writing.

Step 2 If not settled in Step 1, the complaint may, within five (5) school days of the date of the supervisor's response, be appealed in writing by the complainant to the Superintendent/Designee. The Superintendent/Designee shall have ten (10) school days to meet and attempt to resolve the complaint. The Superintendent/Designee shall give a written answer no later than fifteen (15) school days after the parties have met and discussed the complaint.

Step 3 If not settled in Step 2, the complaint may, within five (5) school days of the date of the Superintendent's/Designee's response in Step 2, be appealed in writing to an Independent Hearing Officer (IHO). Within ten (10) days of receipt of the written appeal, the Administration will select an IHO from the Board and Union-approved list of IHO's.

The IHO will discuss the matter with the complainant and Administration no later than thirty (30) school days after receipt of the written complaint. The IHO will give a written answer within fifteen (15) school days after hearing the complaint. Each party will be responsible for 50% of the IHO's costs, as determined by the invoice provided to the District by the IHO.

Step 4 If not settled in Step 3, the complaint may, within five (5) school days of the date of the IHO's response in Step 3, be appealed in writing to the Board by the Administration or complainant. The Board will hear the matter at a subsequent regularly scheduled monthly Board meeting. The Board will give a final written answer within fifteen (15) school days after hearing the complaint.

B. For the purposes of the grievance procedure, school days in summer will include Monday through Friday, excluding holidays.

C. If the complaint is not acted upon at any step by the designated party within the prescribed number of days, the complaint is automatically dropped.

A written complaint form, as provided in this Handbook, shall contain the name and position of the complainant, a clear and concise statement of the complaint, the issue involved, the relief sought, the date the complaint took place, the signature of the complainant, and the date on which the form was signed.

## **ARTICLE XXIII RETIREMENT**

### A. Payment

The Employee will pay their share of the contribution of his/her total salary into the Wisconsin Retirement System as determined by Wisconsin Law.

### B. Eligibility

For the regular full-time Employee electing retirement and who holds a professional degree, is at least fifty-five (55) years of age, has taught at least fifteen (15) consecutive full-time equivalent years in the District in the work year of retirement, and is electing early retirement, the following Other Post-Employment Benefits (OPEBs) options are available:

*(NOTE: The summer months immediately following the work year in which retirement was requested and prior to the 1<sup>st</sup> day of work in the succeeding calendar year will be considered part of the work year specific to employee's 55<sup>th</sup> birthday. The employee must submit their written retirement request to the Superintendent and/or designee no later than March 1<sup>st</sup> preceding the summer months to be eligible.)*

*Definition of "Group" as stated below:*

- *Group 1 - Employees with fifteen (15) or more years of service on June 30, 2014*
- *Group 2 - Employees with six (6) to fourteen (14) years of service on June 30, 2014*
- *Group 3 - Employees hired between July 1 of 2008 and July 1 of 2012*
- *Group 4 - Employees hired after July 1, 2012*

#### Group 1

The Employee with fifteen (15) or more years of service on June 30, 2014 will have no change to his/her benefits. Benefits will be as follows:

Option 1

The Board shall offer life insurance and medical and hospital insurance coverage at the rate in effect at the time of the Employees retirement for eight (8) years (less the amount of the Employee's yearly health insurance contribution). If the retired Employee dies during the period when he/she is eligible to receive hospital/medical insurance benefits from the District, his/her spouse and/or dependents shall be eligible to continue to receive those benefits for the remainder of the post retirement schedule up to the rate established at the time of the Employee's retirement.

Option 2

An Employee may choose a health reimbursement account (HRA) paid by the District in the amount of his/her exit health insurance yearly premium rate (less the Employee's yearly health insurance contribution) plus the life insurance amount, plus their accumulated sick leave amount; however, the cumulative total shall not be more than twenty-eight thousand (\$28,000) per year for eight (8) years. The first quarterly payment shall be made on August 1<sup>st</sup> following the Employee's retirement and on an annual basis thereafter. The intent of the deposit is that the money will be available upon retirement for eligible expenses and premiums. The retired Employee shall be allowed to participate in the District's health insurance plan through August 31<sup>st</sup> following his/her retirement. After August 31<sup>st</sup>, the Professional Employee is required to obtain his/her own insurance. This HRA is for qualified medical expenses of the Employee, his/her spouse, and/or his/her dependents, as determined by the IRS. If the present Employee elects this option, he/she is waiving his/her retirement benefits under Article XXIII, B., Option 1. When two (2) spouses work for the District, the Employee who received a health insurance benefit just prior to retirement will qualify for this benefit. If the retired Employee dies during the period when he/she is eligible to receive HRA benefits from the District, his/her spouse and/or dependents who are eligible shall be eligible to continue to receive those benefits for the remainder of the post retirement schedule based on the single rate for insurance as established at the time of Employee's retirement.

Group 2

Employees with six (6) to fourteen (14) years of service on June 30, 2014 will be prorated using the 2013-2014 insurance rates. For Example: A Professional Employee who has worked for the District for twelve (12) years will receive twelve fifteenths (12/15ths) of the benefits as indicated above in Group 1, Option 2. In Addition to the prorated benefits, for each year worked beyond 2014, the Employee will receive \$1,000.00 in a Health Reimbursement Account (HRA) and \$1,000.00 into a Tax Shelter Annuity (TSA) during these additional years of employment. One payment will be made on or before July 15<sup>th</sup> following retirement. Employees in Group 2 are not eligible to remain on the District's health insurance upon retirement. Their insurance will terminate on August 31<sup>st</sup> the year of retirement.

*NOTE: Please refer to eligibility criteria as described in Article XXIV, Retirement, Part B, Eligibility*

Group 3

Employees hired between July 1 of 2008 and July 1 of 2012 will receive \$2,000.00 for each year worked, plus five percent (5%) cumulative interest into a HRA and TSA. For each year worked beyond 2014, the Employee will receive \$1,000.00 in a HRA and \$1,000.00 into a TSA. This payment will be made on or before July 15<sup>th</sup> following retirement. Employees in Group 3 are not eligible to remain on the District's health insurance upon retirement. Their insurance will terminate on August 31<sup>st</sup> the year of retirement.

*NOTE: Please refer to eligibility criteria as described in Article XXIV, Retirement, Part B, Eligibility*

Group 4

For Employees hired after July 1, 2012 the district will invest \$2,000 each year with a 50/50 split between the TSA and HRA accounts for full-time employees. Employees hired at less than full-time will have this amount prorated based on his/her FTE with a 50/50 split between these accounts. In order to be eligible for this

investment, the Employee must work for the District the equivalent of fifteen (15) consecutive years at full-time employment and must be eligible for the Wisconsin Retirement System (WRS). Employees in Group 4 are not eligible to remain on the District's health insurance upon retirement. The TSA/HRA will become available by July 15<sup>th</sup> following retirement. Their insurance will terminate on August 31<sup>st</sup> the year of retirement.

*NOTE: Please refer to eligibility criteria as described in Article XXIV, Retirement, Part B, Eligibility*

C. Other

1. The number of days of accumulated sick leave, up to 132 days, shall be multiplied by the daily rate of a substitute teacher to determine the additional insurance benefits for eight (8) years. At the time of retirement, in addition, up to three (3) days of unused personal leave shall be added to the total number of days of accumulated sick leave. Employees with more than 132 cumulative sick leave days prior to the start of the 2011-2012 school year will be allowed to use their total sick days as the basis for determining the maximum allowable, up to 147 days
2. For Group 1, Option 1, this additional retirement benefit amount of accumulated sick leave shall be used to offset increased insurance premiums for eight (8) years. After eight (8) years, any remaining sick leave benefits will be deposited into an Employee Sponsored Post Employment 403 (b) tax deferred retirement account (hereinafter referred to as a "403(b) account"). For Group 1, Option 2 and Groups 2, 3, & 4, sick leave will be paid out over the six years following the date of retirement.
3. For each Employee upon retirement, the School District shall contribute two thousand dollars (\$2,000) into a mutually agreed upon 403(b) account each year for the year of retirement and five (5) additional consecutive years. Employees hired after July 1, 2008, shall not be eligible for this stipend.
4. Where extraordinary circumstances, such as terminal illness, create the possibility that an Employee may not qualify to receive the payments for paragraphs 1. and 3. above, then the District shall make the entire accumulated sick leave and stipend payment into a 403(b) account as a lump sum to the extent allowable by law (and/or tax code) otherwise the balance will be paid to the Employee as taxable income.
5. If an Employee dies, then the District shall pay the remainder of sick days (see number 1 above) to the Employee's life insurance beneficiary in a lump sum. If no beneficiary can be determined, the sick leave payment shall be paid to the Employee's estate in a lump sum.
6. Where two (2) spouses work for the District and qualify for benefits, the District will pay out sick leave as follows:
  - a. Group 1, First Retiring Spouse: The District will contribute the equivalent payment into a 403(b) account equally over eight (8) consecutive years when choosing Option 1 or equally over eight (8) consecutive years into the HRA when choosing Option 2 following the date of retirement.
  - b. Group 1, Second Retiring Spouse, Selection Option 1: The additional retirement benefit amount of accumulated sick leave shall be used to offset increased insurance premiums for eight (8) years.  
  
Group 1, Second Retiring Spouse, Selection Option 2: The sick leave will be paid into the HRA over the eight (8) years following the date of retirement.
  - c. Groups 2, 3, & 4: The first retiring spouse's sick leave will be paid out equally over eight (8) consecutive years into the HRA following the date of retirement.

- d. Groups 2, 3, & 4: The second retiring spouse's sick leave will be paid into the HRA over the eight (8) years following the date of retirement.
- 7. If Statutory or regulatory changes legally invalidate the District's contribution to the above referenced 403(b) account, or if statutory or regulatory changes significantly alter the tax savings to either the District or retiree, the District shall immediately determine a replacement benefit that shall be provided to (1) all eligible Employees who retire under the terms of this handbook prior to the replacement benefit, and (2) all Employees who have retired under the terms of this handbook prior to the replacement benefit. Any replacement benefit pursuant to this paragraph shall involve no greater cost to the District than the District contributions defined in the above paragraphs of this handbook. Accordingly, this handbook grants professional retirees accepting the benefits provided herein with a right to receive (1) the District's contributions to the 403(b) account defined in paragraphs a and c of this Section so long as such contributions are legally valid; or (2) the replacement benefit pursuant to this paragraph.

This paragraph serves as notice to Employees that benefits defined in this handbook are subject to changes by future handbooks as determined by the Board. This paragraph does not apply to employees who already have a Board approved retirement agreement unless required to do so by statutory or regulatory changes.

- 8. The terms of this section shall be incorporated into each individual retirement agreement between the District and each professional retiree, and a copy shall be included for each retiree.
- 9. Where two (2) spouses work for the District and qualify for benefits under Group 1:
  - a. When one (1) spouse retires, the health insurance shall be transferred to the working spouse. The employees may choose which exit rate they wish to receive at the time of the first spouse's retirement. Their choice will be included in the first retiring spouse's retirement agreement.
  - b. When the second spouse retires, that spouse shall retire with health insurance benefits as stated in the retirement agreement of the first retiring spouse. Accumulated sick leave will be paid out as outlined in subsection f. This is subject to the Employee meeting the eligibility requirement of professionals who are regular full-time Employees, are holding a professional degree, are at least fifty-five (55) years of age, and have taught at least fifteen (15) consecutive years in the District.

Where two (2) spouses work for the District ( Group 2):

- a. When one (1) spouse retires, the health insurance shall be transferred to the working spouse.
- b. The first retiring spouse's accumulated sick leave will be deposited into the HRA equally over eight (8) years following the date of retirement. The first retiring spouse shall not receive any payment of his/her health insurance until the second spouse retires. When the second spouse retires, his/her prorated exit rate and accumulated sick leave are paid into a HRA equally over eight (8) consecutive years. This is subject to the Employee meeting the eligibility requirement of professionals who are regular full-time Employees, are holding a professional degree, are at least fifty-five (55) years of age, and have taught at least fifteen (15) full-time equivalent years in the District.

Where two (2) spouses work for the District and both qualify for benefits under different groups, the spouse carrying the health insurance will determine the group for the retirement benefit.

- 10. This program cannot be used in conjunction with disability insurance or worker's compensation.



11. To be eligible for these retirement benefits, Employees retiring under this Article shall give written notification to the Superintendent/Designee as soon as possible, but no later than March 1<sup>st</sup> of the school year in which the employee expects to retire at the end of such year.
12. Employees considering early retirement during the current school year shall provide five (5) weeks advance written notice to Administration or be subject to the liquidated damages outlined in Article XX.

**ARTICLE XXIV**  
**STUDENT SUPERVISION AND WELFARE**

The Board requires each District employee to maintain a standard of care for the supervision, control, and protection of students commensurate with the Employee's assigned duties and responsibilities. For the Board's expectations in this regard, Employees should refer to Policy 3213, Student Supervision and Welfare.

**ARTICLE XXV**  
**DRESS CODE**

The Board has exercised its authority to specify dress and grooming guidelines for staff. When on duty, Employees are expected to dress in a manner that is consistent with the expectations described in Policy 3216 – Staff Dress and Grooming.

**ARTICLE XXVI**  
**DUTY FREE LUNCH**

The District agrees that it is necessary for the Employee to have at least a thirty (30) minute duty-free lunch period per day. This lunch period may occur at different times during the work day.

**ARTICLE XXVII**  
**REPORTING WORK-RELATED INJURY(IES)**

Any accident that results in an injury to an Employee, however slight, must be reported promptly and in writing to the Business Office in compliance with Policy 8442, Reporting Accidents. The injured Employee shall complete a form that includes the date, time, and place of the incident; the names of persons involved; the nature of the injury to the extent that it is known; and a description of all relevant circumstances.

**ARTICLE XXVIII**  
**REPORTING STUDENT ABUSE AND NEGLECT**  
*(Relates to All Employees)*

Any District employee who has reasonable cause to suspect that child abuse or neglect has occurred or is occurring, he/she shall be responsible for reporting immediately every case, whether ascertained or suspected, of abuse or neglect resulting in physical or mental injury to a child by other than accidental means.

**ARTICLE XXIX**  
**CHILDREN OF PROFESSIONAL EMPLOYEES IN THE WORKPLACE**

Professional employees who would like their own children to come to their workplace/classrooms before or after their scheduled day with students, but while still on contract time, will be required to obtain prior administrative approval. If approved, the child's presence must not distract from the employee's contract duties. If the child is a distraction to the employee, other staff, students, or parents during the contract day, other arrangements for the child's before or after school care will be required.

The following situations are not acceptable for having an employee's own child in the workplace/classroom during the workday:

1. Supervising their own children during class time;
2. Supervising their own children during meetings; and,
3. Supervising their own children during all day or half-day inservice days and/or workdays.

**ARTICLE XXX**  
**MISCELLANEOUS**

A. Employees shall have the following payment options for extra-curricular activity assignments:

1. One-half (1/2) of the pay midway through the activity and the remainder within two (2) weeks of the last day of the activity, or
2. In a lump sum within two (2) weeks of the last day of the activity.

B. Inclement Weather and Other School Closings:

All missed days of student instruction and/or non-student work days may be made-up as determined by the Board.

C. A calendar for upcoming school year(s) shall be determined by the Board.

**ARTICLE XXXI**  
**DISCLAIMER STATEMENT**

This Employee Handbook has been prepared for informational purposes only. None of the statements, policies and administrative guidelines, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. The Employee is employed, "at-will", and employment is for the Board approved contract period. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the District or the Employee. The Employee is employed under an individual contract with the Board and may be terminated or be non-renewed consistent with the terms of the contract, the process outlined in the Handbook, State Statute, or consistent with Board Policy.

Furthermore, an Employee who violates any of the terms and conditions of employment set forth in this Handbook may be subject to disciplinary action in accordance with Board Policy or the provisions outlined in this Handbook.

The provisions set forth in this Handbook may be altered, modified, changed, or eliminated at any time by the Board, with or without notice. This Handbook supersedes any and all previous handbooks, statements, policies and administrative guidelines, rules, practices, or regulations, whether verbal or written, for the Professional Employee with Supervisory Responsibilities.

**Professional Employee with Supervisory Responsibilities**

**Complaint Form**

Complaint Step ----- 1      2      3      4      (circle one)

Grievant \_\_\_\_\_ School \_\_\_\_\_

Position \_\_\_\_\_ Telephone \_\_\_\_\_

This Employee alleges a violation of the Professional Employee with Supervisory Responsibilities Handbook (only one subject matter shall be covered per complaint):

Article: \_\_\_\_\_

Section: \_\_\_\_\_

Describe the complaint - state all facts, including time, place of incident, names of persons involved, and the issue.

Relief Sought:

\_\_\_\_\_  
Complainant's Signature

\_\_\_\_\_  
Date Submitted

Supervisor's Decision:

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date Returned

## CO-CURRICULAR ACTIVITIES PAY SCHEDULE

<b>HEAD COACH POSITIONS</b>									
<b>Rhinelander High School</b>									
<b>Activity</b>	<b>Days</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Additional Pay</b>		<b>Incentive Pay (Winning Each Level)</b>		
					<b>Conference Team Champs</b>	<b>Regional Team Champs</b>	<b>Sectional Team Champs</b>	<b>Team State Runner-Up</b>	<b>Team State Champs</b>
Baseball	64	\$ 3,205.00	\$ 3,561.00	\$ 3,917.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
Basketball (Boys)	96	\$ 4,629.00	\$ 4,985.00	\$ 5,341.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
Basketball (Girls)	100	\$ 4,629.00	\$ 4,985.00	\$ 5,341.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
Cross Country	60	\$ 3,205.00	\$ 3,561.00	\$ 3,917.00	\$ 600.00		\$ 400.00	\$ 500.00	\$ 1,000.00
Football	90	\$ 4,629.00	\$ 4,985.00	\$ 5,341.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
Golf	51	\$ 2,492.00	\$ 2,849.00	\$ 3,205.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
Gymnastics	96	\$ 4,629.00	\$ 4,985.00	\$ 5,341.00	\$ 600.00		\$ 400.00	\$ 500.00	\$ 1,000.00
Hockey (Boys)	89	\$ 4,629.00	\$ 4,985.00	\$ 5,341.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
Hockey (Girls)	89	\$ 4,629.00	\$ 4,985.00	\$ 5,341.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
Skiing (Alpine)	68	\$ 3,205.00	\$ 3,561.00	\$ 3,917.00	\$ 600.00			\$ 500.00	\$ 1,000.00
Skiing (Nordic)	69	\$ 3,205.00	\$ 3,561.00	\$ 3,917.00				\$ 500.00	\$ 1,000.00
Soccer (Boys)	58 (B)	\$ 3,205.00	\$ 3,561.00	\$ 3,917.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
Soccer (Girls)	66	\$ 3,205.00	\$ 3,561.00	\$ 3,917.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
Softball	64	\$ 3,205.00	\$ 3,561.00	\$ 3,917.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
Swimming (Boys)	78	\$ 4,629.00	\$ 4,985.00	\$ 5,341.00	\$ 600.00		\$ 400.00	\$ 500.00	\$ 1,000.00
Swimming (Girls)	77	\$ 4,629.00	\$ 4,985.00	\$ 5,341.00	\$ 600.00		\$ 400.00	\$ 500.00	\$ 1,000.00
Tennis (Boys)	50 (B)	\$ 2,492.00	\$ 2,849.00	\$ 3,205.00	\$ 600.00		\$ 400.00	\$ 500.00	\$ 1,000.00
Tennis (Girls)	50	\$ 2,492.00	\$ 2,849.00	\$ 3,205.00	\$ 600.00		\$ 400.00	\$ 500.00	\$ 1,000.00
Track	67	\$ 3,205.00	\$ 3,561.00	\$ 3,917.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
Volleyball	60	\$ 3,205.00	\$ 3,561.00	\$ 3,917.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
Wrestling	90	\$ 4,629.00	\$ 4,985.00	\$ 5,341.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
<i>Note - Incentive pay may be divided among coaches as the Head Coach desires.</i>									

**ASSISTANT COACH POSITIONS**

**Rhineland High School**

Activity	Level 1	Level 2	Activity	Level 1	Level 2
Baseball	\$ 1,859.00	\$ 2,208.00	Softball	\$ 1,859.00	\$ 2,208.00
Baseball	\$ 1,859.00	\$ 2,208.00	Softball	\$ 1,859.00	\$ 2,208.00
Baseball	\$ 1,859.00	\$ 2,208.00	Swimming (Boys)	\$ 2,685.00	\$ 3,091.00
Baseball	\$ 1,859.00	\$ 2,208.00	Swimming (Girls)	\$ 2,685.00	\$ 3,091.00
Basketball (Boys)	\$ 2,685.00	\$ 3,091.00	Tennis (Boys)	\$ 1,446.00	\$ 1,766.00
Basketball (Boys)	\$ 2,685.00	\$ 3,091.00	Tennis (Girls)	\$ 1,446.00	\$ 1,766.00
Basketball (Girls)	\$ 2,685.00	\$ 3,091.00	Track	\$ 1,859.00	\$ 2,208.00
Basketball (Girls)	\$ 2,685.00	\$ 3,091.00	Track	\$ 1,859.00	\$ 2,208.00
Cross Country	\$ 1,859.00	\$ 2,208.00	Track	\$ 1,859.00	\$ 2,208.00
Football	\$ 2,685.00	\$ 3,091.00	Volleyball	\$ 1,859.00	\$ 2,208.00
Football	\$ 2,685.00	\$ 3,091.00	Volleyball	\$ 1,859.00	\$ 2,208.00
Football	\$ 2,685.00	\$ 3,091.00	Wrestling	\$ 2,685.00	\$ 3,091.00
Football	\$ 2,685.00	\$ 3,091.00	Wrestling	\$ 2,685.00	\$ 3,091.00
Football	\$ 2,685.00	\$ 3,091.00			
Golf	\$ 1,446.00	\$ 1,766.00	<b>Other</b>		
Gymnastics	\$ 2,685.00	\$ 3,091.00	FBLA/DECA	\$ 2,000.00	
Hockey (Boys)	\$ 2,685.00	\$ 3,091.00	FCCLA	\$ 1,000.00	
Hockey (Girls)	N/A	N/A	Robotics	\$ 1,500.00	
Skiing (Alpine)	\$ 1,859.00	\$ 2,208.00	Robotics	\$ 1,500.00	
Skiing (Nordic)	N/A	N/A			
Soccer (Boys)	\$ 1,859.00	\$ 2,208.00	Strength & Conditioning Coach		
Soccer (Boys)	\$ 1,859.00	\$ 2,208.00	Fall	\$ 2,500.00	
Soccer (Girls)	\$ 1,859.00	\$ 2,208.00	Winter	\$ 2,500.00	
Soccer (Girls)	\$ 1,859.00	\$ 2,208.00	Spring	\$ 2,500.00	
			Summer School as Scheduled		

**HEAD COACH POSITIONS**

**James Williams Middle School**

Activity	Level 1	Level 2
Basketball (Boys - 7th)	\$ 1,588.00	\$ 1,700.00
Basketball (Boys - 8th)	\$ 1,588.00	\$ 1,700.00
Basketball (Girls - 7th)	\$ 1,588.00	\$ 1,700.00
Basketball (Girls - 8th)	\$ 1,588.00	\$ 1,700.00
Cross Country	\$ 1,588.00	\$ 1,700.00
Football (7th)	\$ 1,588.00	\$ 1,700.00
Football (8th)	\$ 1,588.00	\$ 1,700.00
Gymnastics	\$ 1,588.00	\$ 1,700.00
Soccer	\$ 1,588.00	\$ 1,700.00
Swimming	\$ 1,588.00	\$ 1,700.00
Tennis (Boys)	\$ 1,588.00	\$ 1,700.00
Tennis (Girls)	\$ 1,588.00	\$ 1,700.00
Track (Boys)	\$ 1,588.00	\$ 1,700.00
Track (Girls)	\$ 1,588.00	\$ 1,700.00
Volleyball (7th)	\$ 1,588.00	\$ 1,700.00
Volleyball (8th)	\$ 1,588.00	\$ 1,700.00
Wrestling	\$ 1,588.00	\$ 1,700.00

**ASSISTANT COACH POSITIONS**

**James Williams Middle School**

Activity	Level 1
Cross Country	\$ 1,300.00
Football (7th)	\$ 1,300.00
Football (8th)	\$ 1,300.00
Gymnastics	\$ 1,300.00
Soccer	\$ 1,300.00
Swimming	\$ 1,300.00
Track	\$ 1,300.00
Track	\$ 1,300.00
Wrestling	\$ 1,300.00

**ADVISORS**

**Rhineland High School**

Activity		Level 1	Level 2	Championships			
				Regional	State	State Runner-Up	National
Dance		\$ 2,650.00	\$ 2,850.00		\$ 1,000.00		
Dance Asst.		\$ 1,200.00	\$ 1,300.00				
*Debate	\$2,400.00	\$ 1,450.00	\$ 1,600.00	\$ 600.00	\$ 1,000.00		
Drama		\$ 2,300.00	\$ 2,500.00				
Drama Asst.		\$ 1,750.00	\$ 1,900.00				
Freshman Class		\$ 370.00	\$ 400.00				
Instrumental Concert		\$ 2,750.00	\$ 3,000.00				
Junior Class		\$ 900.00	\$ 1,000.00				
Junior Class		\$ 900.00	\$ 1,000.00				
Mock Trial - Head		\$ 2,750.00	\$ 3,400.00	\$ 600.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
Mock Trial Asst		\$ 1,450.00	\$ 1,600.00				
Mock Trial Nationals -Head		\$ 1,450.00	\$ 1,600.00				
Mock Trial Natls Asst		\$ 700.00	\$ 800.00				
National Honor Society		\$ 800.00	\$ 900.00				
*Newspaper	\$1,200.00	-	-				
Poetry Outloud		\$ 700.00	\$ 800.00				
R-Club		\$ 700.00	\$ 800.00				
Senior Class		\$ 700.00	\$ 800.00				
Sophomore Class		\$ 370.00	\$ 400.00				
Student Council		\$ 1,950.00	\$ 2,100.00				
Student Council		\$ 1,950.00	\$ 2,100.00				
Vocal Concert		\$ 1,200.00	\$ 1,300.00				
*Yearbook	\$2,500.00	-	-				

*\*This activity is completed in class - no stipend is necessary. If the class is no longer offered, the activity will be conducted after school with a stipend.*

<b>ADVISORS</b>				<b>INTRAMURALS</b>	
<b>James Williams Middle School</b>				<b>4th - 5th - 6th Grades</b>	
<b>Activity</b>	<b>Level 1</b>	<b>Level 2</b>		<b>Activity</b>	<b>Pay Rate</b>
Drama Head	\$ 1,200.00	\$ 1,300.00		4th/5th Basketball (Boys)	\$ 400.00
Drama Assistant	\$ 700.00	\$ 800.00		4th/5th Basketball (Boys)	\$ 400.00
Forensic Head	\$ 1,200.00	\$ 1,300.00		4th/5th Basketball (Boys)	\$ 400.00
Forensic Assistant	\$ 700.00	\$ 800.00		4th/5th Basketball (Boys)	\$ 400.00
Music Instrumental	\$ 750.00	\$ 850.00		4th/5th Basketball (Girls)	\$ 400.00
Music Instrumental	\$ 750.00	\$ 850.00		4th/5th Basketball (Girls)	\$ 400.00
Music Vocal/Show Choir	\$ 1,650.00	\$ 1,800.00		4th/5th Basketball (Girls)	\$ 400.00
Student Council	\$ 1,200.00	\$ 1,300.00		4th/5th Basketball (Girls)	\$ 400.00
Student Council	\$ 1,200.00	\$ 1,300.00		5th Basketball (Boys)	\$ 400.00
Yearbook	\$ 1,200.00	\$ 1,300.00		5th Basketball (Boys)	\$ 400.00
				5th Basketball (Boys)	\$ 400.00
				5th Basketball (Boys)	\$ 400.00
				5th Basketball (Girls)	\$ 400.00
				5th Basketball (Girls)	\$ 400.00
				5th Basketball (Girls)	\$ 400.00
				5th Basketball (Girls)	\$ 400.00
				5th Basketball (Girls)	\$ 400.00
				6th Basketball (Boys)	\$ 400.00
				6th Basketball (Boys)	\$ 400.00
				6th Basketball (Girls)	\$ 400.00
				6th Basketball (Girls)	\$ 400.00
				4th/5th Softball (Boys)	\$ 400.00
				4th/5th Softball (Boys)	\$ 400.00
				4th/5th Softball (Girls)	\$ 400.00
				4th/5th Softball (Girls)	\$ 400.00

**CO-CURRICULAR ACTIVITIES  
ADDITIONAL PAY RATES**

<b>DISTRICTWIDE</b>	
<b>Additional Co-Curricular Activity Positions/Rates</b>	
<b>Position</b>	<b>Pay Rate</b>
Accompaniest	\$ 13.70 per hour
Auditorium Sound Board Technician (Adult)	\$ 12.00 per hour
Auditorium Sound Board Technician (Student)	\$ 10.00 per hour
Auditorium Light Board Technician (Adult)	\$ 12.00 per hour
Auditorium Light Board Technician (Student)	\$ 10.00 per hour
Classroom Teaching (Summer School)	\$ 25.00 per hour
Commencement Exercises	\$ 19.00 per hour
Counselors	\$ 20.00 per event
Crowd Control	\$ 30.00 per hour
Curriculum Writing/Professional Development	\$ 20.00 per event
Drama Set Building	\$ 10.00 per hour
Drama Pit Band Director	\$ 13.75 per hour
Drama Vocal Director	\$ 13.75 per hour
Driver's Ed. (Behind the Wheel)	\$ 20.00 per hour
General Tutors	\$ 19.00 per hour
Home Bound Instruction	\$ 20.00 per hour
Instrumental & Vocal Music	\$ 20.00 per hour
Library	\$ 19.00 per hour
Lifeguard	\$ 12-15.00 per hour
Media Board Technician (Student)	\$ 10.00 per hour
Music Accompaniest	\$ 13.70 per hour
Specially Trained Tutors	\$ 30.00 per hour
Team Leaders for Administration-Approved Duties & Meetings Outside of the Normal Workday	\$ 19.00 per hour
Technology Building Contacts	\$ 19.00 per hour
Ticket Takers/Sellers	\$ 19.00 per hour
Ticket Takers/Sellers/Crowd Control	\$ 30.00 per event
<i>NOTE: Susequent schedules shall be determined by the Board of Education</i>	



**SALARY SCHEDULE**

The Employee understands that his/her salary will be determined by the Board of Education. The Employee will be responsible for his/her contribution from his/her salary to the Wisconsin Retirement System (WRS) and the Employee's contribution from his/her salary for health insurance costs as determined by Wisconsin Law and the Board.

Salary and Contract Length

The Board of Education will determine the Employee's salary and contract length, and shall not be less than those determined for employees with similar work experience and degree earned.

**ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING  
OF THE SCHOOL DISTRICT OF RHINELANDER  
PROFESSIONAL EMPLOYEE WITH SUPERVISORY RESPONSIBILITIES HANDBOOK**

I have received a copy of this Handbook. I understand that this revision supersedes all other previous versions of the policies that are addressed in this Handbook, and I will destroy all other versions that I may have been given. I know that I must understand the information contained in this Handbook, as well as policies available on the District's website so that I may comprehend my rights and responsibilities as an employee of the School District of Rhineland. I also know that if I have any questions concerning any of this information, I am to talk with my immediate supervisor.

I understand that this Handbook is not an employment contract, but it is an explanation of the District's policies and procedures. I realize that the District may interpret, clarify, revise, and/or deviate from the procedures set forth in this handbook at any time.

My signature on this form indicates that I agree to abide to all terms and provisions designated in this Handbook and policies and will comply with those policies and procedures as they are written and as they may be modified from time to time. I understand that if I fail to abide by the policies and procedures as written, I can be disciplined up to and including termination.

I understand that the School District of Rhineland reserves the right to access, monitor, and retrieve emails, voicemails, computer files, Internet records, and any other information contained on or within the District's computer system at any time, at the District's sole discretion, and I have no expectation of privacy regarding my use of these electronic data.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date