

**EMPLOYEE HANDBOOK
FOR
SUPPORT STAFF**

**SCHOOL DISTRICT OF
RHINELANDER**



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INTRODUCTION TO YOUR EMPLOYEE HANDBOOK

The School District of Rhinelander (hereinafter may be referred to as “District”) is committed to working and communicating as a team to provide a safe and positive learning environment for all students. By providing a quality education that promotes optimal academic and emotional growth, all District employees empower individuals to become caring, competent, responsible citizens, enabling them to succeed in an ever changing world.

The School District of Rhinelander has designed this Employee Handbook for Support Staff (hereinafter may be referred to as “handbook”) to acquaint support staff (hereinafter may be referred to as employees) with the District’s employment policies. While the School District of Rhinelander believes in the policies described in this handbook, they are not conditions of employment. Rather, they are presented to support staff as guidelines and for their information. Nothing in this handbook is intended to create an expressed or implied contract of employment with the District.

Please take the time to read this handbook carefully and become familiar with its contents. The Board encourages all employees who have questions about a particular provision of this handbook to discuss the matter with their immediate supervisor or, if necessary, the building administrator.

ARTICLE I ADMINISTRATION

Section 1.1 Policy Governance Statement

The School District of Rhinelander Board of Education (hereinafter may be referred to as Board) governs the District solely through its policies, which are divided into the following sets:

- A. Results policies that set goals and expectations for the District.
- B. Board-Superintendent relations policies that define how the Board interacts with the Superintendent.

In addition, the Board sets policies regarding its own function through its governance process and operating procedures policies.

This handbook is approved by the Board, in compliance with these policies. As such, the District has the right to amend and add to this handbook at its discretion. The daily operations of the District are under the authority of the District's administration.

Section 1.2 Management Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Wisconsin and of the United States, including, but without limiting the generality of the foregoing, the right

- A. to the executive management and administrative control of the school system and its properties and facilities, and the school-related activities of its employees;
- B. to hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, their dismissal or demotion (i.e. The Board may withhold any increase in salary when the quality of service rendered does not justify such an advance. An annual increase in salary is based upon job performance.), and to promote and transfer all such employees;
- C. to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- D. to make final decisions upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature;
- E. to determine class schedules, the hours of instruction, the duties, responsibilities and assignments of all support staff members, and other employees with respect thereto, non-teaching activities, and the terms and conditions of employment, and to set policies for emergency nursing services.

Nothing contained herein shall be considered to deny or restrict the Board of its right, responsibilities, and authority under the laws of the State of Wisconsin or any other national, state, county, district, or local laws or regulations as they pertain to education.

Section 1.3 Administration

The Superintendent shall be responsible for ensuring the efficient and effective implementation and the administration of not only the policies and procedures outlined in this handbook, but implementation of the policies and resolutions as adopted by the Board. The Superintendent may delegate such function as deemed necessary for the effective and efficient implementation of this system. The Superintendent or his/her delegate shall develop administrative procedures to implement the policies and procedures within this handbook.

ARTICLE II EMPLOYEE STATUS

This handbook is intended to provide information for full-time 12-month support staff, part-time 12-month support staff, full-time school term support staff, part-time school term support staff, and temporary employees employed by the District. For specific definitions of each position, please contact the District. **All support staff are “at will” employees**, which means that employment can be terminated at any time without prior notice.

Generally, support employees will be defined by terms similar to the following:

- *Full-time twelve-month support staff.* An employee who normally works at least forty (40) hours per week. Regular twelve month full-time employees who work less than forty (40) hours per week during school vacation periods shall not be considered part-time employees during this period.
- *Part-time twelve-month support staff.* An employee who normally works less than forty (40) hours per week.
- *Full-time school term support staff.* An employee who normally works at least forty (40) hours per week during the school year. This includes employees who work extended contracts beyond the academic school-term.
- *Part-time school term support staff.* An employee who normally works less than forty (40) hours per week during the school year. This includes employees who work extended contracts beyond the academic school-term.
- *Temporary employee.* Employees who are hired for a specific period of time and perform a temporary specific job, not to exceed six (6) months.
- *Nonexempt employees.* Employees who are required to be paid overtime at the rate of time and one half (i.e. one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and hour laws; or more frequently, such as for all hours worked beyond eight hours on a given day in accordance with certain state wage and hour laws.

- *Exempt employees.* Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek but whose salary represents payment for all hours they may be required to work in any given workweek. Executives, professional employees, outside sales representatives, and certain employees in administrative positions are typically exempt.

ARTICLE III EMPLOYMENT POLICIES

Section 3.1 Equal Opportunity

The District provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, genetic information, citizenship, status as a Vietnam-era, special disabled veteran, or other veteran who served on active duty during a war, campaign, or expedition, for which a campaign badge has been authorized in accordance with applicable federal laws. In addition, the District complies with applicable state and local laws governing nondiscrimination in employment in every location in which the District has facilities and employees. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits compensation, and training.

The District has adopted a policy of "zero-tolerance" with respect to employee harassment. In this connection, the District expressly prohibits any form of employee harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, genetic information, citizenship, status as a Vietnam-era, special disabled, or other covered veteran, or status in any group protected by state or local law. Improper interference with the ability of the District's employees to perform their expected job duties is not tolerated.

Section 3.2 Reasonable Accommodation

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

Section 3.3 Employee Privacy Policy

The District is sensitive to the need of protecting the personal and private information of applicants and employees. It is our policy to ensure that unauthorized individuals do not have access to such information. Employees are asked to provide personal data at hiring, and throughout their employment, for the purpose of compensation, fringe benefits and other human-resource-related tasks. When such data is requested, or as soon as possible thereafter, the District will notify its employees about the purposes for which such data is collected and used. Employees wishing to have personal data released, such as for employment confirmation on a loan application should provide a written release to the party requesting the information to allow such information to be released. The employee should also inform the District Office about any third parties who may access the personal data.

The District will not provide personal data to any other third party or use personal data for any purpose other than that for which the data was originally collected without the prior written consent of the employee. Exceptions are to provide compensation or fringe benefits, or to satisfy government reporting requirements.

Section 3.4 Code of Ethics Statement

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

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

- Employees and District representatives are to treat others with respect without regard to race, gender, color, religion, national origin, age, disability, sexual orientation, or marital status.
- Employees and District representatives are to perform their duties with honesty and integrity.
- Employees and District representatives are to exercise independent judgment free from any outside influence.
- Employees and District representatives are to do their utmost to comply with all applicable laws and regulations of federal, state, and local governments.
- Employees and District representatives are encouraged to promptly report any discriminatory behavior, sexual harassment, illegal activities, or other violations of this code.
- Management will take reasonable measures to protect the reporting employee from any retaliatory, harassing, or abusive behavior.
- Management at all levels is responsible for adherence to these principles and will vigorously pursue all appropriate remedies where these principles are violated.

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

Section 3.5 Personnel Files

Evaluations shall be furnished to any employee upon his/her request. Personnel files shall be available to employees in accordance with Wisconsin Statute 103.13(2).

Section 3.6 Sexual and Other Unlawful Harassment

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

With respect to sexual harassment, the District prohibits the following:

- Harassing Conduct
Harassment is unwelcome conduct toward an individual because of his or her race, color, sex, age, sexual orientation, religion, national origin, disability, or any other legally protected status, when the conduct creates an intimidating, hostile, or offensive work environment that causes work performance to suffer or negatively affects job opportunities. Examples of harassment that may violate the law and will violate this policy include:
 - Oral or written communications that contain offensive name-calling, jokes, slurs, negative stereotyping, or threats. This includes comments or jokes that are distasteful or targeted at individuals or groups based on race, color, sex, age, sexual orientation, religion, national origin, disability, or any other legally protected status.
 - Nonverbal conduct, such as staring, leering, and giving inappropriate gifts.
 - Physical conduct, such as assault or unwanted touching. Visual images, such as derogatory or offensive pictures, cartoons, drawings, or gestures. Such prohibited images include those in hard copy or electronic form.
- Sexual Harassment
"Sexual harassment" means unwelcome sexual advances, unwelcome requests for sexual favors, unwelcome physical contact of a sexual nature, or unwelcome verbal or physical conduct of a sexual nature. Sexual harassment includes conduct directed by a person at another person of the same or opposite gender. Unwelcome verbal or physical conduct of a sexual nature includes, but is not limited to, the deliberate, repeated making of unsolicited gestures or comments of a sexual nature; the deliberate, repeated display of offensive sexually graphic materials which is not necessary for business purposes; or deliberate verbal or physical conduct of a sexual nature, whether or not repeated, that is sufficiently severe to interfere substantially with an employee's work performance or to create an intimidating, hostile, or offensive work environment.

How To Report A Violation

Do not assume that the District is aware of the problem. If an employee experiences or witnesses harassment in the workplace, he/she is to report it immediately to his/her supervisor or the Superintendent. If the supervisor or Superintendent is unavailable or the employee believes it would be inappropriate to contact that person, he/she should immediately contact any other

member of management. The employee can raise concerns and make reports without fear of reprisal or retaliation.

Investigation And Response

If an employee reports a complaint of harassment or inappropriate behavior, the report and concerns will be investigated. Where there has been a violation of policy, the District will take appropriate action to try to avoid future violations. In appropriate cases, disciplinary action (up to and including termination) will be taken against those violating the Anti-Harassment Policy. The District will inform parties about the status of reviewing their complaints. To respect the privacy and confidentiality of all people involved, the District might not share specific details of the discipline or other action taken.

Inappropriate Behavior

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

Management Responsibility

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Superintendent or any member of management so it can be investigated in a timely and confidential manner.

Application

This policy applies to all employees and to anyone else doing business for or with the District. This includes customers, vendors, suppliers, and contractors.

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

Section 3.7 Acceptable Internet Use

It is the policy of the School District of Rhinelander to expect that staff will use the Internet system and e-mail in a responsible manner. Accordingly, the District has established procedures for the use of the Internet system and E-mail, along with rules governing staff use in accessing these systems. Staff must realize that use of this electronic information resource is a privilege, not a right.

Violations of the procedures or rules will result in appropriate disciplinary action up to and including written reprimand, suspension without pay, and possible discharge.

Procedures for Use

- A. The District provides staff with access to the Internet for the purpose of fulfilling the District's mission of learning and public service operations. Uses are to be only related to the programs or operations of the District.
- B. The District e-mail accounts are owned by the District and therefore are not private. The District retains the right to review, audit, intercept, access and disclose all messages created, received, or sent over the electronic mail systems as necessary.

Staff members are expected to check their e-mail accounts at least one (1) time each day.

Rules

A. Staff shall

- 1. use computing equipment, software, and network access in a manner consistent with appropriate District staff codes of conduct and applicable statutes of the Wisconsin Criminal Code;
- 2. report messages in support of or relating to illegal activities;
- 3. be aware of and abide by copyright and licensing laws;
- 4. be aware of and comply with the state laws regarding the release of information. Sensitivity to the security/safety issues related to publishing names, addresses, and pictures on the Internet is crucial; and,
- 5. log off the Internet as soon as finished.
- 6. Staff shall not
- 7. interfere with the ability of other users to make effective use of District computing and network resources;
- 8. engage in unapproved transmission or downloading of copyrighted materials or in any other illegal activity;
- 9. conduct placement of unlawful, inappropriate or objectionable information into the network or portion of the District's system;
- 10. conduct improper access of information such as Internet Relay Chat, Multi-User Dimension or other large memory, network intensive games;
- 11. allow anyone else, including family members, to use their accounts;

12. use any form of obscene, harassing, racist, sexist or abusive language or behavior online;
13. commit vandalism, destruction or diminishment of the value or effectiveness of a system or network or any of either's components;
14. send messages using someone else's name;
15. use the Internet and/or e-mail for personal gain for more than occasional personal use including the sending of personal messages;
16. read mail or files without the owner's permission; or,
17. intentionally access Internet sites containing sexually explicit or hate materials. Law enforcement officials will be exempt from this during investigative procedures.

AUTHORIZED REPRESENTATIVES OF THE DISTRICT, FROM TIME TO TIME, MAY MONITOR THE USE OF SUCH TECHNOLOGY. SUCH MONITORING MAY INCLUDE, BUT IS NOT LIMITED TO, ACCESSING RECORDED MESSAGES AND PRINTING AND READING DATA FILES OF USERS. IN ADDITION, WEB SITES VISITED MAY BE RECORDED AND MONITORED.

USERS MUST UNDERSTAND THAT THEY HAVE NO EXPECTATION OF PRIVACY IN CONNECTION WITH THE USE OF THIS TECHNOLOGY OR WITH THE TRANSMISSION, RECEIPT OR STORAGE OF INFORMATION.

In addition to revocation of access, any illegal use, vandalism, or intentional damage will result in referral for prosecution to the full extent of the law.

Section 3.8 Employee Conduct and Work Rules

Rules of Conduct

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

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

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs

- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- No smoking within 100 feet of District property
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace. The District strictly prohibits concealed carry by its employees during the course of employment.
- Excessive absenteeism or any absence without notice
- Unauthorized absence from workstation during the workday
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Unauthorized disclosure of proprietary or confidential information
- Poor job performance and/or lack of progress and improvement
- Intentionally sabotaging co-workers' job performance

Section 3.9 Workplace Safety

The District will provide to its employees necessary safety equipment to properly perform all work tasks. Employees are to contact their immediate supervisor to obtain a piece of equipment they feel would better protect them during the course of their employment.

Section 3.10 Workplace Violence Protection

The District is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the District has adopted the

following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay”, or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the District.

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

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, the employee should be as specific and detailed as possible. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Employees are not to place themselves in peril. If an employee sees or hears a commotion or disturbance near his/her work station, he/she is not to intercede or see what is happening.

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

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

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

Section 3.11 Dress Code

Support staff will dress in a professional manner. Jeans (except receiving and maintenance department) and t-shirts are not considered professional attire. All teaching assistants are required to wear shoes with a back for safety reasons. Clothing that reveals too much cleavage, back, chest, stomach or underwear is not appropriate. Hats, flip flops and slippers are not allowed. Torn, dirty, or frayed clothing is unacceptable. Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable. Examples of acceptable wear includes the following: Khaki, dress, twill or cotton pants, and sweaters, twinsets, cardigans, or polo/knit shirts (any type of shirt with a collar). Fridays may be “casual dress” days. Jeans are acceptable on casual Fridays and other days that are designated by the District as ‘special event’ days. Even on casual days, professional image should be maintained at all times. T-shirts, sweatshirts (exception on spirit

days), and jeans with holes are unacceptable. Acceptable casual Friday wear includes clean jeans in good condition with a sweater or polo shirt.

Employees are asked to wear clothing that will encourage and generate school/community spirit on spirit days. Appropriate spirit day clothing includes:

- School colors
- Hodag clothing
- Packer or Badger clothing (for a big upcoming game)

On field trips to CAVOC (Cedric A. Vig Outdoor Classroom), staff should follow the casual dress code.

When the dress code policy is not followed:

- First offense - verbal warning
- Second offense - sent home without pay
- Third offense - disciplinary action up to termination

Section 3.12 Vacancies, Transfers and Reassignments

All new postings can be found on WECAN, the internet hiring system used by the District. Such posting shall show qualifications and assignment.

Appointment and promotion to positions in the District shall be based upon merit, qualifications, and the needs of the District. When possible, the District shall endeavor to fill job vacancies and new positions by promotion with qualified employees with successful job performance histories from within the organization. Any employee wishing to be considered for transfer from one position to another will notify the Director of Personnel or his/her designee in writing within the time limits outlined on the job posting form. A present employee applying for a position may be interviewed based on qualifications.

Employees who do not give the District at least two (2) weeks advance notice of intent to quit will have three (3) days' pay deducted from their last paycheck.

Section 3.13 Drug and Alcohol Testing

The School District of Rhinelander reserves a right to do random drug and alcohol testing. Refusal to do random drug and alcohol testing is subject to termination. All testing will be conducted by a licensed independent medical laboratory, which will follow testing standards established by the state or federal government.

Any support staff member whose physical characteristics and behavior suggests that he/she may be under the influence of drugs or alcohol shall be immediately taken by a supervisor or his/her designee to a local health facility for official testing and diagnosis. Refusal to do the testing is a subject to the termination.

ARTICLE IV RECOGNIZED ABSENCES FROM WORK

Section 4.1 Sick Leave

- A. Sick Leave Accumulation: All nine (9) month employees accumulate ten (10) days per year with a total accumulation of one hundred twenty (120) days. All twelve (12) month employees accumulate twelve (12) days per year with a total accumulation of one hundred fifty (150) days. As employees move to new positions accumulated hours are maintained. Employees continue to accrue hours in the new position until the total number for accumulation has been reached.

The Sick leave accumulation will be converted to hours. Sick leave records will be recorded in hours.

- B. Sick Leave Usage: Up to three (3) days of accumulated sick leave may be used per occurrence in the event of serious illness of a member of the immediate family of any employee. Immediate family shall be defined as spouse, parents, sibling, child, spouse's parents, foster parents, or grandchildren.

Up to one (1) day sick leave may be used per occurrence in the event of serious illness of the employee's sister-in-law or brother-in-law, grandparent, or spouse's grandparent.

The District would have the right in the event of use for serious illness in the immediate family (defined above) to require a physician's statement that the employee's presence is necessary.

In no event shall this Article prevent an employee from using their Wisconsin or Federal Family Medical Leave Act (FMLA) provisions.

- C. Notice: At least sixty (60) minutes in advance of their regularly scheduled starting time, employees unable to report to work at the designated time due to illness shall notify their immediate supervisor or the school office that their payroll check is delivered to.
- D. Advance Notification: In the event that an employee is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the employee to notify the Director of Business Services as far in advance as possible, in writing, of the anticipated time and duration of such sick leave, the reasons for requesting such sick leave, and medical certification that the employee will be unable to perform his/her normal work function. Employees will be required to begin using sick leave on the date after which their doctor certifies that they are medically unable to perform their normal duties. An employee on sick leave is required to notify the Director of Business Services at the earliest possible time of the anticipated date on which the employee will be able to resume his/her normal work duties. The Director of Business Services may require a certificate from the employee's physician that an employee on sick leave is medically unable to perform his/her normal work duties. In the event that an employee on sick leave fails to return to work as soon as he/she is medically able to perform his/her normal work duties, he/she may be deemed to have resigned his/her position from the District and have waived all employment rights. Sick leave benefits under this provision shall be paid to the employee on sick leave only for the actual work days missed due to medical inability to perform his/her normal duties.

- E. Unpaid Medical Leave: In the event that an employee exhausts his/her accumulated sick leave and is not medically able to resume his/her normal duties, he/she may be placed on medical leave of absence without pay for a period not to exceed sixty (60) working days. Unpaid leave shall not be taken until approval has been given by the immediate supervisor/building principal and Director of Business Services. Thereafter, the Board will consider and may extend such medical leave of absence at its sole discretion if the employee requests, in writing, that the Board renew such medical leave of absence. Renewal or non-renewal of said unpaid leave shall not be subject to the grievance procedures of this handbook. No benefits except seniority shall accrue to the employee during medical leave of absence.
- F. Holiday During Sick Leave: In the event that a paid holiday falls within a period when an employee is on sick leave, it shall be charged as a paid holiday and not deducted from the employee's paid sick leave.
- G. Abuse: Any employee obtaining sick leave benefits by fraud, deceit, or falsified statements shall be subject to disciplinary action including, but not limited, to suspension or dismissal.
- H. Definition: "Day" or "days" as used in this Article shall be defined as the number of hours the employee is regularly scheduled to work.

The Superintendent or his/her designee, in his/her sole discretion, shall have the right to extend provisions of A and B above, given extenuating circumstances asked for in writing and confirmed.

Section 4.2 Bereavement Leave

- A. Up to five (5) days of leave with pay may be used per occurrence in the event of the death of a member of the immediate family of any employee. Immediate family shall be defined as spouse or significant other, parents, sibling, child, step-child, spouse's parents, foster parents, grandchildren, or other relatives as approved by the District. Bereavement leave shall be deducted from sick leave.
- B. Up to three (3) days of leave with pay may be used per occurrence in the event of the death of the employee's sister-in-law, brother-in-law, grandparent, spouse's grandparent, close friend or other relatives as approved by the District. Bereavement leave shall be deducted from sick leave.

The Superintendent or his/her designee, in his/her sole discretion, shall have the right to extend the provisions of A. and B. above given extenuating circumstances asked for in writing and confirmed.

Section 4.3 Military Leave

Employees who are enrolled members of the reserve components of the Armed Forces of the United States are entitled to a leave of absence as is necessary to enable them to attend field training exercises or military deployments which have been duly ordered. Such leaves shall be without pay. Employees shall be allowed to use accumulated leave time while fulfilling their military obligations.

Employees upon returning from their military obligations shall return to their former positions with the District without loss of credit for time worked and other benefits as provided by law.

Section 4.4 Family and Medical Leave

The District will comply with applicable state and federal laws regarding family and medical leave.

Please see Appendix A for more information.

Section 4.5 Emergency Unpaid Leave

- A. The District may grant a leave of absence in emergency situations without pay to any employee upon written request to the District, with at least two (2) weeks advance notice, if possible. Such requests may be granted for up to a period not to exceed six (6) months. In no case shall a leave of absence be granted for the purpose of accepting or securing other employment or for self-employment.

- B. Unpaid Leave. If the employee wishes to continue health insurance and disability insurance coverage, such coverage may be continued, provided the full monthly premium is paid in advance by the employee. However, the District will pay the insurance premiums for the first five (5) days of unpaid leave per year.

The number of unpaid days will be limited to five (5) on any one occasion, except in rare instances in which unusual events occur or those "once in a lifetime" experiences happen.

Section 4.6 Jury Duty

Employees who receive a summons to serve on jury duty will be granted jury duty leave. Employees must give reasonable advance notice of their intended absence for jury duty. If an employee is dismissed from jury duty on any given day prior to the end of his/her regularly scheduled working hours, he/she shall report to work for the balance of the working day.

Employees on jury duty shall receive their regular daily rate of pay and shall be required to provide the District with the jury duty pay (excluding mileage reimbursement).

Section 4.7 Personal Leave

An employee shall be allowed to use of up to two (2) personal days paid per year. The leave cannot extend a vacation or holiday. Employees shall notify their immediate supervisor, in writing, at least twenty-four (24) hours prior to taking the leave, except in the case of emergency. Administration will deny personal leave when it has determined that the school cannot be appropriately staffed. If personal leave is not used by the end of the school year it will be added to sick leave.

Section 4.8 Holidays

A. Employees shall be granted holidays pursuant to the following schedule:

Holiday	12 Month Full Time Maintenance Technician	12 Month Full Time/Part Time Secretarial and Techs	School Year Full Time	School Year Employees
July 4	1	1	0	0
Labor Day	1	1	1	1
Thanksgiving	1	1	1	1
Friday after Thanksgiving	1	1	1	1
Christmas Eve	1	1	1	0
Christmas Day	1	1	1	1
New Year's Eve	1	1	1	0
New Year's Day	1	1	1	0
Good Friday	1	1	1	0
Memorial Day	1	1	1	1

B. Holiday Pay: The employees shall be paid at their straight time hourly rate of pay for holidays.

C. Holidays Falling on Weekends: If any holiday falls on a Saturday or Sunday, the employee shall be permitted to take the previous or next regularly scheduled work day off with pay, providing school is not in session on that day.

D. Holidays During Vacation: If any holiday falls within an employee's vacation period, the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

Section 4.9 Vacation

A. Benefits: All twelve month full-time (260 or 261 days employees) technical and secretarial employees shall be eligible for vacation with pay as stated on the schedule below. Twelve month part-time employees shall receive pro rata days.

After completion:

One (1) Year	Two (2) Weeks
Eight (8) Years	Three (3) Weeks
Fifteen (15) Years	Four (4) Weeks

Vacation time accrues from the anniversary date of initial employment and is not accumulative from year-to-year. Prior uninterrupted continuous employment credit in a position not eligible for vacation will be determined by the pro rata method based on actual days and hours of employment with 2000 hours per year used as the equivalent for a full year. Such credit will be given immediately upon placement in a position eligible for vacations.

- B. Pro-ration: The employee's vacation time shall be calculated on time in service prior to July 1 of each year. Pro-ration of vacation for new employees with less than one (1) year of service prior to July 1 shall be determined by computing the actual period of employment prior to July 1. Any employee hired on or before the 15th of the month shall be given credit for working the full month. If hired after the 15th of the month, the employee shall receive no credit for that month. If the employee leaves or is terminated after the 15th of any month, they shall receive credit for working that full month. After the total number of months worked has been determined, the number of months worked shall be the numerator of a fraction with 12 as the denominator. The fraction shall be multiplied by 10 days. In the event the resulting vacation involves a fraction of a day, this fraction shall be rounded off so that the employee shall receive ultimately a full day (i.e., 7/12 to 12/12) or no day (1/2 to 6/12). Following the year of pro-ration, the anniversary date (for vacation benefits only) shall be July 1 of the year preceding the date of hire.
- C. Scheduling: The vacation periods and number of employees on vacation in any given period shall be determined by the employee's immediate supervisor and approved by the Director of Business Services.
- D. Vacation Pay: Vacation pay shall be based upon the normal base hourly rate of each employee.
- E. Up to ten (10) vacation days may be carried over into the next year, provided said employee notifies payroll and their immediate supervisor by June 1 of each year.

Section 4.10 Volunteer Fire Fighter, Emergency Medical Technician, First Responder, or Ambulance Driver Leave

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:

- A. 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;
- B. 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,

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.

Section 4.11 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 4430.01, Family & Medical Leave of Absence (FMLA).

ARTICLE V BENEFITS

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

Section 5.1 Health Insurance

- A. The District provides a group health insurance plan for all eligible employees.
- *Twelve-month and school-year full-time employees (40 hours or more per week):* The District will provide designated amounts toward the cost of a family or single health plan, less an employee's contribution.
 - *Twelve-month and school-year part-time employees:* Employees working thirty (30) or more hours per week but less than forty (40), the District will pay seventy-five percent (75%) of the monthly deposit determined by the District for the cost of a family or single health plan.
 - No employee shall make any claim against the District for any additional compensation in lieu of or in addition to his/her insurance premiums paid because he/she does not qualify for the family plan.
- B. The District reserves the right to change the plan, amount of employer-paid premium or carriers at any time. Participation in the group health insurance plan is subject to all requirements imposed by the carrier.

For more information about eligibility and the maintenance of the plan, contact the Superintendent.

Section 5.2 Life Insurance

- A. The District provides life insurance to eligible employees working at least eight hundred eighty (880) hours per calendar year to the highest one thousand dollars (\$1,000.00) earned.
- B. The District reserves the right to change the plan or carriers at any time. Participation in the life insurance plan is subject to all requirements imposed by the carrier.

For more information about eligibility and the maintenance of the plan, contact the Superintendent.

Section 5.3 Disability Insurance

The District will contribute up to \$100 premium per year per employee toward an employee disability insurance plan chosen by the Board.

Section 5.4 LTD (Long-Term Disability) Qualifying Period Coverage

For employees on an approved medical leave of absence and applying for LTD benefits, with insufficient sick leave or vacation to extend benefits for sixty (60) calendar days, the District will continue health and life insurance coverage, after the sick leave and/or vacation coverage is exhausted, at District expense, so that the total time between the sick leave and/or vacation coverage and this medical leave coverage is a maximum of sixty calendar days. Thereafter, the employee may continue such benefits at personal expense. The District is only required to extend this insurance coverage benefit one time should the employee not qualify for LTD. However, the District may extend this benefit an additional time at their discretion but not for arbitrary and capricious reasons.

Section 5.5 Dental Insurance

Pursuant to the following schedule, the District agrees to make monthly deposits towards dental care benefit plan coverage for eligible employees who request it:

- A. Twelve Month and School Year Full-Time Employees: The District agrees to pay eighty percent (80%) of the premium for the family or single plan coverage.
- B. Twelve Month and School Year Part-Time Employees: For employees in these categories working thirty (30) or more hours per week, the District will pay sixty percent (60%) of the premium for either the family or single plan coverage.

The employer may, from time to time, change the insurance carrier and/or self-fund its dental program if it elects to do so.

Section 5.6 Early Retirement

Employees with fifteen (15) years of experience in the District, are 55 years of age, and are retiring under the Wisconsin Retirement System shall receive one half (1/2) of their unused accumulated sick leave times at the retiree's last daily rate of pay.

Employees who were hired after July 1, 2011, have fifteen (15) years of experience in the District, are 55 years of age, and are retiring under the Wisconsin Retirement System shall receive one half (1/2) of their unused accumulated sick leave times at teacher's substitute pay.

Section 5.7 Retirement Fund

The District shall pay the Wisconsin Retirement Fund the amount required by law to be paid by the employer for employees eligible under the rules and regulations of the fund.

Section 5.8 Workers Compensation

Every employee is covered by worker's compensation. If an employee is disabled on the job and collects a benefit from worker's compensation for lost wages, the employee shall have the following options:

- A. Receive the difference between the worker's compensation benefit and his/her wage rate at the time of the disablement, with a pro rata deduction from accumulated sick leave.
- B. Receive worker's compensation benefits only, with no deduction from sick leave.

If an employee has no accumulated sick leave or depletes their accumulated sick leave account, they shall receive worker's compensation benefits only.

ARTICLE VI HOURS AND COMPENSATION

Section 6.1 Work Day

The normal work day for all twelve month full-time and school year full-time employees shall consist of eight (8) consecutive hours, excluding a lunch period of one-half (1/2) hour. The normal work day for all twelve month part-time and school year part-time employees shall be designated by the District.

Section 6.2 Professional Development

All teaching assistants are required to complete non-violent crisis intervention training, as well as attend mandatory professional development training as required.

Section 6.3 Breaks

Employees who work eight (8) hours per day or more shall be entitled to two (2) fifteen- (15) minute breaks, one (1) to be taken during the first half of the shift and one (1) to be taken during the second half of the shift. Employees who work five (5) or more hours per day, but less than eight (8) hours shall be entitled to one (1) fifteen- (15) minute break. Employees shall be required to take their breaks on the premises and will not be allowed to take a break during the last fifteen (15) minutes of their shift.

Upon approval of the immediate supervisor, employees who are entitled to two (2) fifteen- (15) minute breaks may take one (1) thirty- (30) minute break in lieu of the two (2) fifteen- (15) minute breaks.

Employees working eight (8) hours per day who do not take an afternoon break on Friday or on the days before a holiday shall be able to leave fifteen (15) minutes earlier on those days.

Section 6.4 - Overtime

A. Overtime at the rate of time and one-half (1 1/2) the employee's normal hourly rate will be paid for all hours worked in excess of forty (40) hours in any one week, unless the employee and the employee's immediate supervisor mutually agree to compensatory time to be used within one hundred twenty (120) days after it was earned on a time and one-half (1 1/2) basis (i.e. one and one-half (1 1/2) hours of compensatory time for each hour of overtime).

Hours paid for vacation, sick leave, and/or holiday will **not** be considered as hours worked in determining forty (40) hours in any week.

B. Employees that have picked up additional hours, which may include working more than eight (8) hours in one day but less than eight (8) hours in a second day, will not be paid overtime unless such overtime is beyond forty (40) hours in a week.

C. Employees required and approved to work through his/her break and lunch hour while accompanying a class field trip shall be compensated at the normal rate of pay or overtime rate if beyond 40 hours per week. This provision shall also apply to an employee required to work through his/her break when not on a field trip.

Section 6.5 Mileage Reimbursement

Employees shall be reimbursed pursuant to Board policy for required travel while on the job, unless the District provides transportation.

COMPLAINT RESOLUTION PROCEDURE

I. **PURPOSE**

The purpose of this section is to set forth the procedure to be followed with respect to complaints by employees.

II. **DEFINITIONS**

A complaint is defined as a dispute or misunderstanding with regard to the following:

- Employee termination

“Termination” includes an involuntary end to employment. A complaint does not include voluntary quit; a layoff or failure to be recalled from layoff at the expiration of any recall period; retirement; job abandonment such as “no-call, no-show” or failure to report to work; any workforce reduction activities; job transfer; action taken for failure to meet the qualifications of a position; action taken pursuant to an ordinance other than an ordinance specifically addressing employee discharge; death; or, the end of the employment of a temporary, contract or part-time employee.

- Employee discipline

“Discipline” includes verbal reprimands, written reprimands, and suspensions without pay. Discipline does not include action taken because of poor performance evaluations, performance improvement plans, or counseling (verbal or written) regarding job performance.

- Workplace safety

“Workplace safety” includes conditions of employment affecting an employee’s physical health or safety, the safe operation of workplace equipment and tools, environmental hazards, safety of physical work environment, personal protective equipment, and workplace violence.

III. **PRELIMINARY PROCEDURES**

A. **Preliminary Complaint Resolution Steps.**

- Step 1:** Prior to filing a written complaint, employees should discuss any problem or complaint with his/her immediate supervisor to determine if the complaint can be resolved.

Step 2: If the complaint cannot be resolved at Step 1, the employee must file a written complaint with the immediate supervisor no later than ten (10) calendar days from the date the employee first becomes aware of the termination, discipline, or workplace safety condition causing the grievance. The written complaint shall include: (1) a summary of the facts pertaining to the grievance; (2) a listing of all parties involved; (3) the remedy sought by the employee; and, (4) the employee's signature. The immediate supervisor shall respond to the complaint in writing within seven (7) calendar days of receipt of the written complaint.

B. Appeal to the Superintendent.

Step 3: If the complaint is not resolved at Step 1 or 2, the employee may appeal a denial by filing a written appeal of the complaint to the Superintendent within ten (10) calendar days from the immediate supervisor's decision. The Superintendent or his/her designee shall meet with the parties to discuss the matter at a time that both parties are available. Within seven (7) calendar days of the meeting, the Superintendent or his/her designee shall issue a written decision sustaining or denying the complaint.

IV. HEARING OFFICER ARBITRATION

A. Appeal To Hearing Officer.

Step 4: If the complaint is not resolved at Step 3, the employee may appeal a denial by filing a written request for a hearing before a Hearing Officer. This request must be received by the Superintendent no later than fourteen (14) calendar days after the employee receives the Superintendent's or his/her designee's written response.

On appeal, the Superintendent or his/her designee shall transmit the complaint and all responses to the Hearing Officer. As soon as is practicable thereafter, the Hearing Officer shall schedule a date for a hearing. The hearing shall be held at a mutually agreeable time in a public building and shall be open to the public, unless the Hearing Officer otherwise directs.

B. Hearing Procedure.

The Hearing Officer shall have the authority to administer oaths and issue subpoenas at the request of the parties and shall be responsible for the fair and orderly conduct of the hearing and the preservation of the record. The hearing shall be conducted in accord with the hearing procedures of the American Arbitration Association. Any party requesting a subpoena from the Hearing Officer is responsible for the fees associated with the subpoena. All testimony shall be taken under oath and shall be recorded by a court reporter under the supervision and control of the Hearing Officer, unless another method of recording is mutually agreed to by the parties and approved by the Hearing Officer. All costs associated with the court reporter and preparation of a transcript of the hearing

shall be evenly split between the parties. The Hearing Officer may only overrule a disciplinary action if the action taken was arbitrary, capricious, and/or discriminatory.

C. Hearing Officer Decision.

The Hearing Officer shall submit his or her decision affirming or reversing the action with the reasons therefore in writing to the Superintendent within thirty (30) calendar days of the close of the hearing or the submission of the parties' written briefs, if any, whichever is later, or on a later date mutually agreed upon by the parties. The Superintendent or his/her designee shall mail a copy of the Hearing Officer's decision to the last known address of each of the parties.

V. SCHOOL BOARD REVIEW

A. Appeal to School Board.

Step 5: Within fourteen (14) calendar days of the date that the Hearing Officer's decision is mailed, either party may file with the Superintendent a written notice of appeal of the Hearing Officer's determination to the Board of Education ("School Board"). Any such appeal shall be on the written record, the preparation of which shall be the responsibility and at the cost of the party seeking the appeal. The appealing party shall supply a copy of the written record to the other party without charge. The written record shall be filed with the Superintendent within twenty (20) calendar days of the notice of appeal. The Board shall receive no further evidence on the matter but may request additional briefs of the parties on matters which were raised before the Hearing Officer. The Board may retain outside counsel if necessary during the process. The Board will review only written documents.

B. School Board Decision.

Step 6: Within sixty (60) calendar days of the receipt of the written record, the Board shall make and file its written decision with the Superintendent. The Superintendent or his/her designee shall, within five (5) calendar days, mail a copy of the decision to the last known address of the employee or the employee's representative. The Hearing Officer's determination shall be affirmed if the Board determines that credible evidence in the record supports it. If the determination is not supported by a majority of the Board, the Board may reverse the Hearing Officer's determination or modify it. The Board's decision shall be final and binding on the parties. There shall be no subsequent right of appeal.

VI. HEARING OFFICER SELECTION

A. Qualifications/Selection.

The District may contract with a Hearing Officer to hear and determine appeals at Step 4. Any Hearing Officer so engaged shall not be a District employee or receiving any compensation or benefits from the District other than those described below.

The Superintendent or his/her designee shall create a panel of at least five (5) individuals, when needed, who have indicated a willingness to serve in the capacity of Hearing Officer and who are experienced in personnel matters and/or who are active or retired attorneys, retired members of the judiciary, retired administrative staff, or currently on the list of arbitrators or mediators for the Wisconsin Employment Relations Commission, the Federal Mediation and Conciliation Service. Hearing officers with arbitration and mediator experience are preferred.

The Hearing Officer selected to hear a matter shall be selected by a random drawing of one out of the three names, with the parties present when the drawing takes place unless otherwise agreed upon. A “flip” of a coin shall determine which party draws the first name. The party winning the “flip” may choose to draw or defer the draw to the other party.

B. Compensation.

The Hearing Officer shall be compensated at the Hearing Officer’s regular rate for the hearing, travel time, and time spent composing the decision. The compensation for the Hearing Officer will be split evenly between the parties.

VII. SETTLEMENT OF COMPLAINT

A complaint shall be considered waived if not filed or appealed within the complaint timelines. Dissatisfaction is implied in recourse from one step to the next step. A complaint shall be deemed settled and dismissed at the completion of any step in the complaint procedure if all parties concerned are mutually satisfied or the complaint has not been timely processed to the next level. All settlements shall be in writing and signed by the employee in question, and the appropriate District official(s) involved at the step level that the grievance was settled.

VIII. REVISIONS/UPDATING

This Policy may be revised, updated, or repealed by the Board at any time.

FAMILY MEDICAL LEAVE ACT (FMLA) POLICY

FMLA shall be administered per state and federal law and according to School District of Rhineland policy.

**ACKNOWLEDGEMENT
OF RECEIPT AND UNDERSTANDING
OF THE SCHOOL DISTRICT OF RHINELANDER
EMPLOYEE HANDBOOK FOR SUPPORT STAFF**

I have received a copy of the Employee Handbook for Support Staff. I understand that this handbook and any Board-approved revisions supersede all other previous versions of the handbook and the policies and procedures that are addressed herein. All other versions of this handbook that I currently retain will be destroyed by me.

I know that I must have a clear understanding of the information contained in the handbook 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 supervisor or the Director of Business Services.

I understand that the handbook is not an employment contract, but it is an explanation of the School District of Rhineland's policies and procedures. I realize that the District may interpret, clarify, revise, and/or deviate from the procedures set forth in this handbook. I also realize the employment relationship between the School District of Rhineland and me is terminable at will by either party and that nothing in this handbook creates additional rights or provide a basis for me to believe that my employment is not terminable at will.

My signature on this form indicates that I agree to abide to all terms and provisions designated in the handbook 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 of the handbook, I can be disciplined up to and including termination.

I also 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 School District of Rhineland computer system at any time at the School District of Rhineland's sole discretion, and I have no expectation of privacy regarding my use of this electronic data.

Employee Signature

Date