



MINUTES

Wisconsin Rapids Board of Education
Personnel Services Committee

510 Peach Street · Wisconsin Rapids, WI 54494 · 715-424-6701

Sandra Hett, Chair
Anne Lee
Mary Rayome
John Krings, President

October 2, 2017

Location: Board of Education, 510 Peach Street, Wisconsin Rapids, WI
Conference Room C

Time: 6:00 p.m.

Committee Members Present: Sandra Hett, Anne Lee, and Mary Rayome

Others Present: Ryan Christianson

I. Call to Order

Sandra Hett called the meeting to order at 6:00 p.m.

II. Public Comment

There was no public comment.

III. Actionable Items

A. Appointments

PS – 1 Motion by Mary Rayome, seconded by Anne Lee to approve the following support staff appointments:

Table with 2 columns: Name and Location/Position. Rows include Kelli Sawyer (VCA, Noon Aide), Michelle Diebel (THINK Academy, Noon Aid, Instructional Aide), Dawn LaMarche (Grant Elementary School, Instructional Aide 5K), Darlene Ashbeck (Howe Elementary School, Second Cook), Carrie Schultz (Grant Elementary School, Instructional Aide 5K), Cassidy Hardina (Mead Elementary Charter School, Special Education Aide), Deena Reimer (Woodside Elementary School, Noon Aide), William Fisher (Lincoln High School, Custodian), and Lisa Gamboa (WRAMS, Baker).

Mindy Engelhardt	Location:	Howe Elementary School
	Position:	Noon Aide

**Motion carried unanimously.**

B. Resignations

**PS – 2 Motion by Anne Lee, seconded by Mary Rayome to approve the following support staff resignations:**

Lynn Nelson	Location:	Grove Elementary School
	Position:	Noon Aide

Roy Woyak	Location:	District
	Position:	Van Driver

Mary Marzofka	Location:	THINK Academy
	Position:	Secretary

**Motion carried unanimously.**

C. Retirements

**PS – 3 Motion by Mary Rayome, seconded by Anne Lee to approve the following support staff retirement:**

Terri Huebner	Location:	Lincoln High School
	Position:	Faculty Clerk/Study Hall Aide

**Motion carried unanimously.**

**PS – 4 Motion by Anne Lee, seconded by Mary Rayome to approve the following support staff early retirement:**

Suzanne Onesti	Location:	Woodside Elementary School
	Position:	Special Education Aide

**Motion carried unanimously.**

D. Board Policy Review

Board Policy 851 – Advertising in the Schools, Second Reading.

**PS – 5 Motion by Mary Rayome, seconded by Anne Lee to recommend approval of Board Policy 851 – Advertising in the Schools, second reading.**

**Motion carried unanimously.**

Board Policy 460 – Student Awards and Scholarships, Second Reading.

**PS – 6 Motion by Anne Lee, seconded by Mary Rayome to recommend approval of Board Policy 460 - Student Awards and Scholarships, second reading.**

**Motion carried unanimously.**

Board Policy 522.41 – Conflict of Interest, First Reading.

**PS – 7 Motion by Mary Rayome, seconded by Anne Lee to recommend approval to delete Board Policy 522.41 – Conflict of Interest, first reading.**

**Motion carried unanimously.**

Board Policy 526 – Staff Complaints and Grievances, First Reading.

**PS – 8 Motion by Anne Lee, seconded by Mary Rayome to recommend approval to delete Board Policy 526 – Staff Complaints and Grievances, first reading.**

**Motion carried unanimously.**

Board Policy 528 – Union Contracts and Agreements, First Reading.

**PS – 9 Motion by Mary Rayome, seconded by Anne Lee to recommend approval to delete Board Policy 528 – Union Contracts and Agreements, first reading.**

**Motion carried unanimously.**

E. Custodial and Maintenance Staff Handbook

**PS – 10 Motion by Mary Rayome, seconded by Anne Lee to approve language changes as presented in the Custodial and Maintenance Staff Handbook.**

**Motion carried unanimously.**

IV. Consent Agenda

Motions:

- PS – 1 Support Staff Appointments
- PS – 2 Support Staff Resignations
- PS – 3 Support Staff Retirement
- PS – 4 Support Staff Early Retirement
- PS – 5 Board Policy 851 – Advertising in the Schools, Second Reading
- PS – 6 Board Policy 460 – Student Awards and Scholarships, Second Reading
- PS – 7 Board Policy 522.41 – Conflict of Interest, First Reading
- PS – 8 Board Policy 526 – Staff Complaints and Grievances, First Reading
- PS – 9 Board Policy 528 – Union Contracts and Agreements, First Reading
- PS – 10 Custodial and Maintenance Staff Handbook

V. Adjournment

Ms. Hett adjourned the meeting at 6:26 p.m.



**WISCONSIN RAPIDS PUBLIC SCHOOLS**

# **Employee Handbook**

## **CUSTODIANS, CUSTODIAL** **AND MAINTENANCE AND** **COMPUTER TECHNICIANS** **STAFF**

*Board Approved: 7/8/2013*  
*Revised: 6/9/2014 (Appendix A)*  
*Revised: 10/13/2014 (Flex Spending)*  
*Revised: 12/8/2014 (Vacation)*  
*Revised: Pending*

## INTRODUCTION

The purpose of this ***Custodial and ~~Custodians~~, Maintenance Staff and ~~Computer Technicians~~*** *Handbook* is to provide clear and concise information on what a staff member working for the Wisconsin Rapids Public Schools (WRPS) District (hereinafter referred to as “The District”) needs to know to be able to perform their job duties. The *Handbook* contains many guidelines and standards that are designed to assist the employee in understanding the rules of operation in the school district.

This ***Custodial and ~~Custodians~~, Maintenance Staff and ~~Computer Technicians~~*** *Handbook* is not intended to cover every situation or answer every question about WRPS operations. The contents of this *Handbook* are presented as a matter of information only. The language which appears in this *Handbook* is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guarantee of continued employment. Only the Board has the authority to approve any employment contract. Employment is at-will, the employee or employer can terminate employment at any time. The District reserves the right to modify, revoke, suspend, terminate, or change any or all items contained in this *Handbook*, in whole or in part, at any time with or without notice.

It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including but not limited by enumeration to the following: federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the WRPS Board of Education (hereinafter referred to as “the Board”).

In the event of discrepancy or dispute with any language as set forth in this *Handbook*, The District has final authority regarding language interpretation on all *Handbook* content.



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## **WRPS MISSION STATEMENT**

Working together with home and community, we are dedicated to providing the best education for every student, enabling each to be a thoughtful, responsible contributor to a changing world.

## **GOVERNING VALUES**

### ***We Believe:***

- each student is the first consideration of the educational process.
- all students can learn.
- learning is a life-long process.
- in a safe, caring, and respectful learning environment.
- all students should become effective citizens of the community, state, nation, and the world.
- meaningful home, school, and community involvement is vital to continuous improvement.

## **PART I – WRPS MANAGEMENT GUIDELINES**

### **ADMINISTRATION**

The Superintendent shall be responsible for ensuring the efficient and effective implementation and administration of policies, procedures and resolutions as adopted by the Board. The Superintendent may delegate such functions deemed necessary. The Superintendent or his/her designee shall develop administrative practices to implement the policies and procedures within this *Handbook*.

### **DISTRICT EXPECTATIONS**

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

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

## EMPLOYEE CLASSIFICATION

### A. Full-Time

Employees in this category shall include those employees who are assigned to a position on a full-time basis (seven or more hours per day) for the full calendar year.

### B. Part-Time

Employees in this category shall include those employees who are assigned to a position for less than a full schedule of hours (less than seven hours per day) for the full calendar year.

### C. Temporary

A temporary employee is defined as an employee who is hired for a specific period of time and/or for a special project or purpose.

### D. Substitute

A substitute is an employee who fills in for a regular employee who is on a leave of absence.

## GOVERNANCE STATEMENT

The Board is the governing body of the District. Through its governance, the Board sets goals and expectations for the District, and policies that define how the Board interacts with the Superintendent. The ***Custodial and Custodians, Maintenance Staff and Computer Technicians Handbook*** is approved by the Board in compliance with these goals, expectations, and policies. The daily operations of the District are under the authority of its Superintendent.

## **PART II – EMPLOYMENT POLICIES**

### ACCIDENT/INCIDENT REPORTS

All accidents/incidents involving **personal injury to** staff or students occurring on WRPS property, school buses, or during the course of school-sponsored activities including field trips and other away events, are to be reported to the building administrator/supervisor immediately. A **completed “Report of Injury” form** ~~written report~~ must be **submitted** ~~sent~~ to the Business Services Department (Attn: Payroll) ~~immediately or~~ within 24 hours of the accident/incident occurring **(or the next scheduled District workday, as appropriate)**. **In the event of a work-related accident or injury, please see the Worker’s Compensation section of this Handbook.**

### ACTIVITY CODE

It is an expectation that any employee aware of an Activity Code violation as defined in the Student Activity Code document will report it to the appropriate building supervisor/principal.

## ASSIGNMENTS, VACANCIES AND TRANSFERS

### Determination of Assignment

~~Custodian~~ **Custodial** and Maintenance **staff** employees will be assigned or transferred by the Director of Buildings and Grounds. ~~and Computer Technicians will be assigned or transferred by the Director of Technology.~~

### **Job Posting**

The Board reserves the right to determine the nature, length and conditions of all job postings. When new jobs are created or vacancies occur and transfers or promotions might be considered, the Board shall provide notice of such job or vacancy. Employees desiring these jobs shall sign such posted notice and shall thereby be deemed to have made application for the jobs. Nothing herein shall prevent the Board from temporarily filling any job during the posting and decision period provided for herein.

### **Process for Filling Vacancies**

In filling vacancies or promoting employees to available jobs, ability and qualifications shall govern. The District reserves the right to establish the minimum qualifications for any position. The District retains the right to select the most qualified applicant for any position based upon stated job qualifications/descriptions (this does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job posting). The term "applicant" refers to both internal candidates and external candidates for the position.

## **ATTENDANCE**

**The District expects employees to be present for work. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively employees are expected to perform all assigned duties and work all scheduled hours during each designated workday unless the employee has received approved leave. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator.**

~~Custodians,~~ **Custodial** and Maintenance **staff employees** ~~and Computer Technicians~~ who are unable to report to work shall follow the applicable procedures using AESOP for reporting an absence, and to follow any additional procedures previously designated by the Director of Buildings and Grounds, ~~Director of Technology,~~ or AESOP Coordinator. For ~~Custodians~~ **Custodial** and Maintenance **Staff** employees, first shift sick calls are to be called in to the Director of Buildings and Grounds a minimum of one hour prior to the start of the employee's shift. If unable to reach the Director of Buildings and Grounds, the Storeroom Manager should be contacted. Employees working second shift or third shift must contact the Buildings and Grounds office by 2:00 pm.

The District will monitor attendance and absence patterns and reserves the right to contact staff with concerns regarding habitual or suspicious absences. **Theft of time and/or improper**

**modification of time worked records will be investigated and will result in disciplinary action up to and including termination.** Failure to notify the District of an absence and/or failure to report to work on a given day could result in disciplinary action, up to and including termination.

### **BUILDING SECURITY/ACCESS/KEYS**

Administrators are responsible for the security of their buildings. Security shall include distribution of keys and security codes to building staff, access to the building by the public, and proper supervision of staff, students and public while in the building.

Administrators shall maintain accurate records of building access codes and keys provided to staff within their building. Employees will be provided with keys and security codes as necessary for fulfillment of their duties and responsibilities.

Employees shall be responsible for keys and security codes assigned to them. Keys and security codes are not to be used by students, family members, or loaned to other individuals. Employees entering the building on weekends and after school hours are responsible for the security of the building during the time they are in and upon leaving the building. This includes arming the security system and locking all exterior doors.

In the event an employee loses a key, they are to immediately notify their building administrator **and the Director of Building and Grounds.**

~~Administrators shall dispense keys to staff at the beginning of the year and collect them from staff at the end of the school year. Staff may check keys out over the summer with approval of their building administrator.~~

Administrators will be responsible for the collection of keys from staff who are retiring or are terminating employment with the District. Administrators are responsible for contacting the Buildings and Grounds Department to have employee security codes removed or changed.

All District keys and security codes will be made, recorded, and dispensed by the Buildings and Grounds Department to the building administrator. *Building keys are not to be duplicated.*

### **CHILD ABUSE/NEGLECT REPORTING**

Any District employee having reasonable cause to suspect that a child seen in the course of professional duties has been physically, mentally or sexually abused, or neglected, or that threatened future abuse or neglect will occur, shall immediately contact the county Human Services Department, the county sheriff, or the city police and inform the agency contacted of the facts and circumstances which lead to the filing of the report.

All employees shall receive training in identifying children who have been abused and neglected, and in the laws and procedures governing the reporting of abuse or neglect.

Questions concerning child abuse/neglect reporting should be directed to building supervisors or administrators immediately and without delay. All reports and records shall be confidential. The District will not make any employment decision based on a District employee's decision to come forward with such an inquiry. If an employee fails to report, disciplinary action will be taken, up to and including termination.

## COMPENSATION

Wages and compensation are established by the District at the discretion of the Board, usually on an annual basis. The District will compensate new employees at a wage rate subject to Board approval. Such wage will be communicated to the prospective or promoted employee in an official offer of employment. Questions concerning compensation of any sort should be directed to the Director of Human Resources.

## CONFIDENTIALITY

Wis. Stat. Sections 118.125 and 118.26 outline the confidentiality of all pupil records including behavioral, health, and academic records. The administrative office interprets these statutes to mean that unless an individual has an "educational need to know," the academic, health, and behavioral records of students are not to be shared. This can be carried forward to both the written record and verbal conveyance of student health, academic, and behavior progress (or lack thereof). Open discussion of student progress, behavior, or health issues with individuals who do not have an "educational need to know" could be contrary to federal regulations and/or Wisconsin Statutes, and compromise professional accountability. These statutes are not intended to restrict staff from asking for assistance or ideas on how to handle a particular situation. Any violation of confidentiality may be cause for disciplinary action, up to and including discharge **termination**.

## COPYRIGHT

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is against federal law, and a violation of Board Policy 771. All reproduction of copyrighted material shall be conducted in accordance with applicable provisions of law and the WRPS Copyright and Fair Use Handbook. Questions regarding copyright shall be directed to the library media staff or Director of Technology.

## CRIMINAL BACKGROUND CHECKS

The Board is committed to maintaining a safe environment for students and staff. Conviction records of persons recommended for employment, volunteers, student teachers, or adults who have the potential to have unsupervised contact with students in the District will be obtained

and reviewed. The Board also reserves the right to obtain and review conviction records of any and all current District employees.

### **CRIMINAL BACKGROUND CHECKS—OBLIGATION TO REPORT**

All District employees shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three (3) calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any offense other than minor traffic offenses. Any offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three (3) calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. While an arrest, indictment, or conviction of a crime shall not be an automatic basis for termination, the District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

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

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

### **DISTRICT PROPERTY**

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. At the beginning of the school year, it is important for staff to check all District property in their work area(s) for which they are responsible. Missing or damaged items are to be reported to the building supervisor/administrator.

Employees cannot use WRPS property or equipment for personal use or gain. Any equipment, unused supplies, records, documents, intellectual property, electronic passwords, and keys issued must be returned to the District prior to the employee's last day of employment.

## DRUG, ALCOHOL, AND TOBACCO FREE WORK PLACE

In accordance with the federal Drug-Free Schools and Communities Act Amendments of 1989 and the Drug-Free Workplace Act of 1988, the District will be a Drug-Free School Zone. We believe that students and employees have the right to attend school and work in an environment that is free from the non-medical use of alcohol, drugs, and mood-altering substances. These substances interfere with the learning environment of students and the performance of students and employees. Please refer to the Board Policy 522.1 – *Drug-Free Workplace* for additional information.

## EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the District that no person may be discriminated against in employment by reason of their age, race, ~~color~~, creed, ~~color~~, **religion, genetic information, handicap or disability, pregnancy,** marital or parental status, ~~religion~~, gender, **sexual orientation, transgender status, gender identity, citizenship,** national origin, ancestry, **citizenship, sexual orientation,** arrest record, conviction record, **pregnancy, veteran status,** military service, membership in the national guard, state defense force or any other reserve component of the military forces of **United States or Wisconsin, or the United States,** ~~political affiliation,~~ use or nonuse of lawful products off ~~District the employer's~~ premises during non-working hours **and away from District-sponsored activities, or other protected group status, as required by state or federal law** ~~the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law.~~

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees **may be submitted** ~~must be made in writing~~ to the Director of Human Resources.

## EQUAL EMPLOYMENT OPPORTUNITY COMPLAINTS

Employees ~~or volunteers~~ of the District who believe they have been discriminated against based on **age, race, color, creed, religion, genetic information, handicap or disability, marital or parental status, gender, sexual orientation, transgender status, gender identity, gender expression,** national origin, ancestry, citizenship, arrest record, conviction record, pregnancy, **veteran status, military service,** membership in the national guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, ~~or~~ use or nonuse of lawful products off District premises **during non-working hours** and away from District-sponsored activities, **or other protected group status,** as required by **state or federal**

law, shall refer to Board Policy 511 – **Non-Discrimination and Equal Employment Opportunity Rule** — ~~Employee or Volunteer Discrimination and Harassment Complaint Procedures~~ for detailed information on the steps involved in filing a complaint.

**This policy covers all employment practices including but not limited to: selection, job assignment, compensation, discipline, termination, and access to benefits and training. Anyone who believes that the District has inadequately applied the principles and/or regulations of any state or federal law pertaining to employment practices may file a complaint with the Director of Human Resources or the Superintendent at Wisconsin Rapids Public Schools, 510 Peach Street, Wisconsin Rapids, Wisconsin 54494, or by telephone at (715) 424-6700.**

### **FAIR LABOR STANDARDS ACT**

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA]. Notification of rights under the FLSA is set forth in the employment poster located in each District building.

### **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The District complies with the provisions of the Federal and State Family and Medical Leave laws. Employees may be eligible for family and medical leave under the Federal Family and Medical Leave Act of 1993 (“FMLA”), the Wisconsin Family and Medical Leave Act (“WFMLA”), or both. There are different eligibility requirements for these laws, different rights under the laws, and different procedural requirements for employees to follow.

Employees should refer to the District’s FMLA policy in addition to WFMLA and FMLA posters which are reproduced and available in each District building. The posters do not spell out all rights and responsibilities of the District’s employees for every possible situation under the WFMLA and/or the FMLA. If an employee has any questions or desires additional information, they should contact the Department of Human Resources.

### **FRAUD AND FINANCIAL IMPROPRIETY**

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

Fraud and financial impropriety shall include, but is not limited to, the following:

- forgery or unauthorized alteration of any document or account belonging to the District;
- forgery or unauthorized alteration of a check, bank draft, or any other financial document;



- misappropriation of funds, securities, supplies, or other District assets, including employee time;
- impropriety in the handling of money or reporting of District financial transactions;
- profiteering as a result of insider knowledge of District information or activities;
- unauthorized disclosure of confidential or proprietary information to any unauthorized individual or organization;
- unauthorized disclosure of investment activities engaged in or contemplated by the District;
- accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy.
- inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
- failure to provide financial records required by state or local entities;
- failure to disclose conflicts of interest as required by law or District policy;
- disposing of District property for personal gain or benefit and,
- any other dishonest act regarding the finances of the District.

Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the Superintendent or designee shall take or recommend appropriate disciplinary action up to and including termination of employment. When circumstances warrant, the Board, Superintendent, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

## **GAMBLING**

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

## **GIFTS AND GRATUITIES**

No school employee or official of the District shall receive or offer to receive, either directly or indirectly, any gift, gratuity, or anything of value which they are not authorized to receive from any person, if such person: 1) has or is seeking to obtain contractual or other business or financial relationships with the District or the Board of Education; 2) conducts operations or activities which are regulated by the District or the Board; or 3) has interests which may be substantially affected by the District or the Board.

The receipt of any gift, gratuity, or anything of value as denoted above is contrary to Board policy.

## GRIEVANCE PROCEDURE

### Definitions:

A grievance shall mean a dispute regarding an employee's discipline or termination of employment, or a dispute concerning workplace safety as defined below. No grievance shall be processed under this policy unless it is in writing and contains all of the following:

- a) the name and position of the grievant;
- b) a clear and concise statement of the grievance;
- c) the issue involved;
- d) the relief sought;
- e) if related to workplace safety, the date the alleged violation of workplace safety took place;
- f) if related to workplace safety, the specific workplace safety rule(s) alleged to have been violated; and
- g) the signature of the grievant and the date.

The term "days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or his or her classification is scheduled to work. The time within which an act is to be done under this policy shall be computed by excluding the first day and including the last day.

A "grievant" is an employee as defined by Wisconsin Statutes governing this grievance procedure. At the grievant's cost and request they may be represented by a person of their choice.

"Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or District rule related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk.

"Discipline" means oral reprimands (where a written record of the reprimand is placed in the employee's file), written reprimands, suspension and demotion. Discipline does not include performance reviews, work or improvement plans or corrective actions that do not include a reprimand or other adverse employment action.

"Termination" means discharge from employment. Non-renewals and layoffs (reduction in force) are not considered terminations and are not subject to this procedure unless otherwise required by law.

## PROCEDURES

### First Step

Within ten (10) days after the facts upon which the grievance is based or should have reasonably become known the employee shall present the written grievance to his/her immediate supervisor. The immediate supervisor shall give a written answer within ten (10)

days of receipt of the grievance, with a copy to the District Office.

An employee who has been notified of termination may process the grievance commencing at Step 3.

### Second Step

If the grievance is not satisfactorily resolved at Step 1, it may be submitted by the grievant to the District Administrator within five (5) days after having received the answer in the First Step. After receipt of the written grievance by the District Administrator, he/she or the designated representative of the District Administrator will meet with the grievant in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the District Administrator shall respond to the grievance in writing. The District Administrator shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this policy and otherwise properly processed as required by this policy. If the District Administrator is aware of other similar pending grievances, he/she may consolidate those matters and process them as one grievance.

### Third Step

Upon the written request of the grievant in response to an adverse decision, the decision at the second step may be appealed by a written statement to the District Administrator particularly describing the reason for appeal. The appeal must be submitted with ten days (10) of the decision in Step 2. If the decision at Step 2 is based in whole or in part on the basis of timeliness, scope of the grievance process or other failure of the Grievant to properly follow the process, the matter shall be referred to the Board, which shall determine whether the matter should be processed further. If the Second Step decision is on the merits of the grievance only, the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the District Administrator. Any costs incurred by the (IHO) will be paid by the School District. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The oral or written statements of students, which would otherwise be hearsay, will be considered by the impartial hearing officer without the direct testimony of students, if other, non-hearsay information is presented. The burden of proof shall be "a preponderance of the evidence." In termination and discipline cases, the District shall have the burden. In workplace safety cases, the employee shall have the burden. The IHO may request oral or written arguments and replies. The IHO shall provide the parties a written decision.

The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add to, subtract from or modify the terms of the Board policy or rule that forms the basis for the grievance.

#### Fourth Step

Either party may appeal an adverse determination at step three to the Board of Education, by filing written notice in the District Office appealing the decision of the IHO within ten (10) days of the decision of the IHO. The Board of Education shall, within thirty (30) days after submission of the appeal, schedule the review of the IHO's decision. The review will be conducted by the Board during a closed session meeting unless an open session is required by law. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence and testimony produced at the hearing before the IHO. The Board may conduct a hearing if it so determines or if required by law. A simple majority vote of the Board members participating in the review shall decide the appeal (unless a greater number is required by law) within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding on all parties.

#### Timelines

Failure to process a grievance by the grievant within the time limit, or agreed upon extensions, shall constitute waiver of the grievance and will be considered resolved on the basis of the District's last answer. Failure of a management representative to meet the time limits applicable to responding to the grievance shall constitute a denial of the grievance and applicable time limits for advancing the grievance shall apply. To encourage that grievances are addressed in a prompt manner the time limits set by this policy are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of the parties.

#### Exclusive Remedy

This procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with Administration, and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by Administration which has final authority, subject to any applicable Board policy or directive, to resolve the matter.

For other matters regarding the conditions of employment not covered under this grievance procedure, see "Resolution of Workplace Concerns" located in the appropriate section of this *Handbook*.

### **HARASSMENT AND DISCRIMINATION**

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described in the Equal Opportunity section of this *Handbook*. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory

personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing WRPS employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile, or offensive work environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to unwelcome sexual advances, physical or verbal abuse, inappropriate jokes, insults or slurs, taunting based on personal characteristics, or requests for sexual favors used as a condition of employment. For additional information, see Board Policy Rule 511 – ~~Employee or Volunteer Discrimination and Harassment Complaint Procedures~~ **Non-Discrimination and Equal Employment Opportunity and Board Policy 511.5 – Employee Anti-Harassment.**

## INTERNET USAGE

The Wisconsin Rapids District Network (WRDN) and the Internet represent powerful educational resources, which allow users to locate, use, and place information on the worldwide electronic network. The school District network, with Internet access, computers, and software is an educational tool provided by the District for use by District staff and students. The term WRDN will be used to refer to all electronic equipment such as, but not limited to all wiring, equipment, software, computers, telephones, printers, copiers, connections, and services owned, leased, or contracted by the District to support educational and/or administrative functions.

### Restricted Uses

Use of these resources is a privilege and not a right. The District reserves the right to restrict or terminate WRDN or Internet access at any time. The District has the obligation to monitor network activity, Internet access, and email to maintain the integrity of the WRDN and ensure adherence to District policies. Users of the WRDN should not assume that information stored and/or transmitted is confidential or secure. WRPS declares unethical and unacceptable behavior just cause for taking disciplinary action, revoking District network and Internet privileges, and/or initiating legal action for any activity through which an individual:

- Uses the WRDN for illegal, inappropriate, or obscene purposes, or in support of such activities. Illegal activities shall be defined as a violation of local, state, and/or federal laws. Inappropriate use shall be defined as a violation of District policies, or uses inconsistent with educational or professional purposes. Obscene activities shall be defined as a violation of generally accepted social standards for use of a community owned and operated communication system; (For a full definition of obscene material or performance, reference Wis. Stat. § 944.21.)
- Uses the WRDN in a manner which violates contractual or license agreements, copyright, or other intellectual property rights;

- Disrupts or disables the WRDN;
- Degrades or disrupts equipment, software, or system performance;
- Uses WRPS technology resources for commercial or financial gain or fraud;
- Uses technology resources for a commercial enterprise or political lobbying unless specifically authorized by the District;
- Expends District resources for personal use;
- Steals data, equipment, or intellectual property;
- Attempts to gain unauthorized access to others' files or vandalizes the data of another user;
- Attempts to gain unauthorized access to resources;
- Attempts to bypass District Internet filtering system through the use of programs either downloaded from the Internet or brought in on a portable storage device, or through other websites or web services;
- Breaches security by sharing and/or using unauthorized passwords, working from network accounts that are not assigned to the user, forges electronic mail messages, or posts anonymous messages;
- Sends messages that may be discriminatory, harassing, or offensive to others, or material that defames an individual, company or business, or discloses personal information without authorization;
- Invades the privacy of individuals;
- Saves information in unauthorized areas;
- Modifies school District equipment by downloading or installing unauthorized software;
- Modifies school District equipment by changing hardware, software, or control panel settings without authorization; or
- Possesses any data, which might be considered a violation of these rules in paper, disks, or any other form.

### **Consequences of Violations**

Consequences of violation by District staff include but are not limited to:

- Suspension or revocation of Internet access, network privileges, and/or computer access;
- Disciplinary action leading to suspension and/or termination
- Legal action and prosecution by the authorities.

### **Remedies and Recourses**

Individuals accused of any of the violations have all the rights and privileges as stated in the school District policies and contractual agreements and/or handbooks. Board Policy 522.7 Rule - *Network and Internet Acceptable Use and Internet Safety Guidelines for Staff* have been developed to further detail acceptable uses of District technology resources. Please refer to that document for additional information.

## LICENSURE/CERTIFICATION

For those employees required to be licensed or certified by law, it is the employee's responsibility to keep an updated copy of his/her current license or certificate on file with the District's central office. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. Employees shall maintain the licenses that are in effect upon hire.

## OUTSIDE EMPLOYMENT

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

## PAYROLL

### Payroll Periods

Each pay period includes ~~is~~ **two (2) five-day workweeks at eight (8) hours per day. Time sheets are to be submitted immediately following the end of each five-day workweek.** ~~weeks long. Paychecks are issued every other Thursday. For Custodians and Maintenance employees, time sheets are due to the Buildings and Grounds Office by the Monday afternoon prior to the end of each pay period. For Computer Technicians, time sheets are due to the Technology Office by the Tuesday prior to the end of each pay period.~~

### Direct Deposit

Employees ~~must~~ **may voluntarily** participate in a payroll direct deposit plan by completing a District approved Direct Deposit Authorization Form indicating the financial institution where they desire their pay check to be deposited. The completed and signed Direct Deposit Authorization Form must be submitted to the Payroll Department at least one week prior to a payroll date and will be effective for the current and subsequent school years until revoked in writing. Each employee will have access to electronic records containing all their payroll information.

### **Voluntary Deductions**

Employees may elect to have the District deduct a portion from their wages as designated by the employee for various deductions as determined by the District.

### **PERSONNEL FILES**

The Board of Education recognizes the need to develop and maintain a file on each of the District's employees. These files will be maintained such that pertinent job-related information is retained. Every reasonable effort will be made to safeguard the individual's privacy. Access to the individual employee's file will be limited to those having an established need-to-know; however, the individual's personnel file is open and available to that person for examination in accordance with law. The Director of Human Resources is directed to establish guidelines governing the development, implementation, maintenance, and accessibility of said personnel files.

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file.

### **PHYSICAL EXAMINATION**

All new employees of the Wisconsin Rapids Public Schools shall have a physical examination, or submit proof of an examination within the past 90 days. The examination must include a tuberculin skin test and/or chest X-ray, showing the employee to be free of communicable tuberculosis. If the employee is found to have communicable tuberculosis, the employee's employment shall be declared void in compliance with state law. Employee physical examinations required by the Board of Education shall be paid for by the District in accordance with the current District practice and Wisconsin Statutes.

An employee may be exempt from the physical examination requirement for religious reasons only if an affidavit has been filed with the District claiming such an exemption. If there is reasonable cause to believe that such employee is suffering from an illness detrimental to the health of pupils, a health examination may be required to determine whether or not the employee is suffering from such an illness.

Certificates of examination shall be maintained in the Human Resources Office in a separate medical personnel file with any recommendations from the employee's physician.

- **Examination:** Upon initial employment and at intervals determined by the Board, physical examinations shall be required of District employees in accordance with Wis. Stats. § 118.25. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment with the District.



- Fitness for Duty: A physical and/or mental examination may be required (at District expense) when the District believes reasonable doubt exists concerning the current ability of an employee to perform his or her duties, or a risk of harm is presented to the employee, co-workers, or students. Failure or refusal to comply with this request, or failure to provide a doctor's certification of health may result in termination.

## **POLITICAL ACTIVITY**

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

School employees shall avoid any type of activity during their "on duty" hours which could be interpreted reasonably as supporting or opposing any referendum, candidate for public office, legislation, or political action.

No school employee shall, during hours for which pay is received, or during school sponsored activities, use any time, classrooms, buildings, property, pupils, school equipment, or materials for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

## **PROBATIONARY PERIOD**

~~All new employees hired shall serve a probationary period of one hundred eighty (180) calendar days. Such time shall commence on the first actual day of work.~~

~~Probationary employees may be laid off or discharged by the Board without recourse to the grievance procedure. Employees retained at the end of the probationary period shall become regular employees with seniority dating from the date of hire.~~

## **REDUCTION IN FORCE**

In the event the Board determines to reduce the number of positions or the number of hours in any position, the provisions set forth in this section shall apply. Staff reductions shall occur at the sole discretion of the Board, whose decision shall be final.

- A. Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing a reduction in force.
- B. Selection for Reduction: The elimination of a position does not necessarily mean the employee occupying the position will be dismissed. When determining who will be displaced as part of a reduction in force, the District will consider the following criteria:
  1. Needs of the District: Needs as identified and determined by the District in accordance with its constituted authority.

2. Qualifications as Established by the District: Including, but not limited to specific job skills, certification [if applicable], training, District evaluations, etc.
3. Qualifications of the Remaining Employees: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to current and past assignment and practical experience in the area of need.
4. Performance of the Employees: Performance of the employees under consideration as previously and currently evaluated, including but not limited to District evaluations, discipline, and referrals.
5. Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. The District will annually produce a length of service list.

Although length of service in the District will be considered when reducing positions, it will not be the sole deciding factor in any decision regarding who will be displaced. Employees who are displaced do not have any right to displace or “bump” another employee.

#### **REQUISITIONS AND PAYMENT REQUESTS**

All payment requests and requisitions for materials must be preapproved by a supervising administrator.

#### **RESOLUTION OF WORKPLACE CONCERNS**

The following procedures will be used to reconcile disputes or concerns which do not fit within the dispute parameters addressed in the “Grievance Procedure:”

##### **Step 1**

Employees should discuss any problem or complaint with his/her immediate Supervisor to determine if the dispute or concern can be resolved.

##### **Step 2**

If the dispute or concern cannot be resolved at Step 1, the employee must file a written statement with their immediate Supervisor or, if the dispute or concern is with or against the immediate Supervisor, with the Director of Human Resources no later than ten (10) calendar days from the date the employee first became aware of the conditions leading to the dispute or concern. The written statement shall include: (1) a summary of the facts pertaining to the dispute or concern, (2) a listing of all parties involved, (3) the remedy sought by the employee, and (4) the employee’s signature. The immediate Supervisor or the Director of Human Resources, as applicable, shall respond to the employee in writing within seven (7) calendar days of receipt of the written statement.

##### **Step 3**

If the dispute or concern is not resolved at Step 2, the employee may appeal a denial by the immediate Supervisor and Director of Human Resources to the Superintendent within ten (10) calendar days from the immediate Supervisor's and Director of Human Resources' decision. The Superintendent shall meet with the parties to discuss the matter. Within seven (7) calendar days of the meeting, the Superintendent shall issue a written decision which is binding.

## **SAFETY**

All employees shall adhere to WRPS safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. It is essential for all employees to be familiar with, know the location of, and adhere to the District Crisis Action Plan and Emergency Management Guide.

## **SCHOOL CALENDAR**

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

## **SOCIAL MEDIA**

The purpose of this section is to define expectations for WRPS employees who participate in social media (e.g. blogs, Facebook, Twitter, YouTube, etc.), whether the employee identifies himself/herself as an employee or not. The District would like to ensure that messages are consistent with the image, brand, reputation, values and mission of the District and the District is reflected in a favorable light.

The expectations are to be followed by WRPS employees who discuss the District in blogs and other websites, including social media sites. The expectations apply when employees are creating content about the District on their own sites or commenting on other sites. The expectations also apply to WRPS employees who participate in blogs or social media that contain content unrelated to the District. Nothing herein is intended to, or shall be construed to, limit or restrict lawful employee communications concerning the terms and conditions of employment.

If an employee communicates on the Internet about the District or school WRPS-related matters, the employee:

- Is subject to all applicable WRPS policies. For example, staff must not share confidential or proprietary information about the District, its students, employees, or business contacts. Employees who do not comply with this expectation may be subject to disciplinary action up to and including termination.

- Should disclose the employee's connection and role with the District, making it clear that the employee is only speaking on behalf of the employee, and not on behalf of the District.
- Will use good judgment that reflects both the employee and the District in a positive, favorable light, and strive for accuracy in communications. Errors and omissions (intentional or unintentional) may reflect poorly on the District, and may give rise to legal liability for the employee or the District.
- Should be respectful and professional to fellow employees, students, business partners, competitors and customers. Avoid using unprofessional online personas. Profanity, lewd or disparaging commentary is never appropriate.
- Will use a personal e-mail address as the only means of e-mail identification. Should an employee need to use social media as a requirement of their job, using the employee's WRPS e-mail address will be allowed, upon receipt of authorization from Administration.
- Is not authorized to represent the WRPS organization in open forums on Internet news websites.
- Should consult an administrator or the Director of Human Resources if the employee has any questions about what is appropriate to include in a blog, social networking posting or profile, or any other Internet location.
- Should report potential violations of this policy or inappropriate commentary about the District on public social media outlets to a supervisor or the Director of Human Resources.

The District reserves the right to request that certain subjects are avoided, certain posts are withdrawn and, inappropriate comments are removed.

Employee use of social media exposes the District to the potential for a number of legal claims, including but not limited to: defamation, invasion of privacy, harassment (e.g., sexual harassment), misleading endorsements or testimonials when the connection between the District and WRPS employees is not conspicuously communicated, and breach or misappropriation of confidential/trade-secret information. Employees should be cognizant and mindful of the potential consequences connected with individual access and participation in social media.

Penalties for violating the social media expectations will vary depending on the nature and severity of the specific violation. Any employee who violates the social media expectations may be subject to disciplinary action, suspension, and/or termination of employment, and face civil or criminal prosecution under federal and/or state law.

## **SEVERANCE FROM EMPLOYMENT**

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

- Voluntary termination or resignation
- Involuntary termination or discharge
- Failure to return to work the day following the expiration of an authorized leave of absence
- Job abandonment

## **UNIFORMS/SHOES**

The Board will provide such uniform shirts or other items it deems appropriate at intervals determined by the Board.

## **VEHICLE USE / PRIVATE VEHICLE USE / MILEAGE REIMBURSEMENT**

### **Travel Allowances or Mileage Reimbursement**

All employees who operate a District vehicle, mobile equipment, or persons who receive a District travel allowance or mileage reimbursement may undergo a driver's license record check at any time at the sole discretion of the District. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, ditch witches, and golf carts.

Employees will be reimbursed for required travel in accordance with established Board policy and administrative guidelines. Mileage reimbursement requests are to be submitted for approval to the employee's immediate supervisor.

### **Notice of Motor Vehicle Violations**

All employees who operate a District vehicle, mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisor immediately following any driving citation or conviction of a motor vehicle violation received while on the job. Supervisors receiving such notice will notify the Human Resources Department on or before the beginning of the next work day. Payment for any citation received while operating any vehicle in the course of employment is the responsibility of the employee. Employees are required to report to their immediate supervisor any and all citations or convictions received by an employee while operating any motor vehicle, regardless of type, while off the job prior to returning to work or resuming operation of any motor vehicle in the course of employment.

### **Commercial Driver's License (CDL)**

In addition to the notice requirements described above and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any motor vehicle violation, regardless of the type of vehicle being driven at the time of the violation.

### **Drivers**

All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. Wis. Stat. § 121.52(2)

## **WEAPONS ON SCHOOL PREMISES/PROPERTY**

**In accordance with Board Policy 522.9 – *Possession or Use of Weapons - Staff/Employees*, the Board of Education prohibits staff members from possessing, storing, making, or using a weapon, look-alike weapon or facsimile 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 vehicle, without the permission of the Superintendent of Schools/designee.**

~~The District is committed to maintaining a working environment that is safe and free of violence. No individual shall possess, conceal, or use a dangerous weapon in school buildings, on school premises, in a District-owned vehicle or at any school's sponsored function or event. A dangerous weapon is defined as a firearm (loaded or unloaded), handgun or electronic weapon, knife, razor, martial arts device, explosive device, metal knuckle, or any other object which is intended to be used to inflict bodily harm.~~

~~Nothing in this policy shall prohibit employees from carrying concealed weapons in their personal vehicles, should they be licensed to do so; however, no employee may bring their weapon on to District premises (owned or leased) during the course of their employment.~~

**Employees who violate Board Policy 522.9 – *Possession or Use of Weapons - Staff/Employees* will be subject to disciplinary action, up to and including termination, and may be referred to law enforcement officials.**

~~Any employee or other person who possesses or conceals a weapon in violation of this policy shall be subject to disciplinary action up to and including termination. The District will contact law enforcement officials should employees violate this policy.~~

If employees have questions regarding **Board Policy 522.9 – *Possession or Use of Weapons - Staff/Employees*** this policy, or the rights they retain as provided to them by Wis. Stat. § 175.60, please contact the Director of Human Resources.

## **WORK DAY SCHEDULE**

### Regular Workweek

~~The workweek for all employees shall be five (5) days between Monday and Saturday (between Monday and Friday for Computer Technicians), inclusive, Each workweek includes five (5) works days between Friday and Thursday of the following week (i.e. Friday, Monday,~~

**Tuesday, Wednesday, and Thursday; otherwise, Saturday may be assigned in lieu of one weekday within the workweek)** and shall consist of forty (40) hours during that period.

#### Workday

The hours and days to be worked by each employee during the employee's regular workweek shall be assigned by the Director of Buildings and Grounds ~~or the Director of Technology~~ in accordance with a schedule prepared by the Superintendent of Schools. This schedule may be revised from day to day by the Superintendent of Schools as the needs of the school system require.

All employees on the day shift shall be given two (2) ten (10) minute rest breaks per shift. All employees on the night shift shall be given one (1) ten (10) minute rest break and in addition one (1) twenty (20) minute lunch break per shift. For Custodial and Maintenance Employees: All breaks shall be set up by the Director of Buildings and Grounds and posted in each building and must be taken at the time specified except as may be otherwise approved by the employee's supervisor.

Wash up time for all intents and purposes shall not exceed ten (10) minutes before quitting time. ~~This provision does not apply to Computer Technician positions.~~

#### Summer Work

All regular full-time employees having a regular workweek as defined by the *Handbook*, shall be scheduled to work from 7:30 a.m. to 4:00 p.m. with one-half (1/2) hour off for lunch, during the summer months through the week before teacher inservice meetings begin. Such schedule may be modified with approval of the Director of Buildings and Grounds. ~~This provision does not apply to Computer Technician positions.~~

#### Work Assignments

Employees will be provided work assignments by their respective supervisor or director.

### **WORKER'S COMPENSATION AND REPORTING REQUIREMENTS**

Any employee who is injured on the job shall report the injury to their building office or school nurse prior to seeking medical attention, if at all possible. The employee shall complete a "Report of Injury" form which is available in the school office or the health room office even when no medical treatment is sought. Completed forms must be immediately faxed to the Business Services Department (Attn: Payroll). Upon completion of the "Report of Injury" form, the employee or supervisor will notify the worker's compensation accident reporting service prior to seeking any medical services for all non-emergency, non-life threatening injuries. All work related injury reporting procedures established by the District must be followed including obtaining an "Attending Physician's Return to Work Recommendation Record" prior to

returning to work. Some types of injuries suffered while at work may not be covered by worker's compensation insurance.

Any employee who is injured on the job shall receive such compensation as prescribed by the Worker's Compensation Laws of the State of Wisconsin. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

## **WORK SPACES AND PRIVACY EXPECTATIONS**

Employees shall have no expectation of privacy with respect to any item or document stored in or on WRPS-owned or leased property which includes, but is not limited to, WRPS-owned technology devices, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked.

## **PART III – BENEFITS**

### **DEFERRED COMPENSATION**

#### **125 Flexible Spending Plan**

*Rev: 10/13/2014*

A Section 125 Flexible Spending Account, also commonly referred to as a Cafeteria Plan, will be made available to employees eligible for the District sponsored Health Insurance Plan. The plan provider(s), and program(s) will be selected and determined by the Board.

#### **403(b) Salary Deferral**

Subject to eligibility requirements, employees shall have the opportunity to participate in the WRPS's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in qualifying IRS Code 403(b) investment vehicles with a vendor from the District list of approved vendors.

The purchase of the annuity will be optional for the individual employee. Employees will be required to sign an agreement to authorize 403(b) deductions from their salary. The Employee acknowledges the WRPS makes no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. WRPS shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the 403(b) vendor.

#### **457 Deferred Compensation Plan**



Subject to eligibility requirements, employees may defer salary through the Wisconsin Deferred Compensation Plan (457). The plan limitations and salary deferral rights will be those permitted by the 403(b) unless the Deferred Compensation plan's rules are in conflict, in which case the Deferred Compensation rules shall apply.

### **DENTAL INSURANCE**

The Board shall provide dental insurance to eligible employees as described in *Appendix A*. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

### **POST-EMPLOYMENT INSURANCE BENEFIT**

If an employee retires after the age of fifty-seven (57) and after fifteen (15) years of service to the District, unused accumulated sick leave shall be converted to a dollar amount equal to one hundred percent (100%) of the employee's daily rate of pay at the time of retirement multiplied by the number of unused accumulated sick leave days (including accumulated days in the sick/retirement bank where applicable). Such monies shall be applied to the health insurance program monthly premium (including the HRA premium) until the total monies are exhausted.

### **HEALTH INSURANCE**

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

### **LIABILITY INSURANCE**

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

### **LIFE INSURANCE**

The Board provides life insurance to eligible employees as described in *Appendix A*. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

### **LONG TERM DISABILITY (LTD)**

The Board provides long-term disability insurance to eligible employees as described in *Appendix A*. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

### **SHORT TERM DISABILITY**

The Board agrees to provide a voluntary Short Term Disability Plan which premiums are paid by the employee and are payroll deducted.

## **NO CLAIM**

No employee shall make any claim against the Employer for additional compensation in lieu of or in addition to the cost of coverage because said employee does not qualify for or chooses not to take an insurance plan.

## **WISCONSIN RETIREMENT SYSTEM (WRS)**

The Board shall contribute the employer's share. The employee shall pay the employee's required WRS contribution.

## **PART IV—LEAVES OF ABSENCE**

### **BEREAVEMENT LEAVE**

An employee shall be paid for scheduled time lost in case of a death in the employee's immediate family (spouse, children, father, mother, father-in-law, mother-in-law, sister, brother, domestic partner, sister-in-law or brother-in-law) but not to exceed three (3) working days. Bereavement leave days do not need to be used consecutively.

One (1) day of bereavement leave shall be granted for the purpose of attending the funeral in the event of the death of an employee's grandparent or grandchild.

The Superintendent or Director of Human Resources may grant up to three (3) non-accumulative bereavement leave days per year in the event of the death of a person or persons not already mentioned, for special circumstances, after consultation with the employee affected. Such leave will be deducted from accumulated sick leave.

One (1) day of bereavement leave may be granted for attending the funeral of a person not listed. Such leave will be deducted from accumulated sick leave.

### **Additional Time**

If additional time off becomes necessary and is requested by the employee and approved by the Superintendent, then up to five (5) days of accumulated sick leave may be used.

### **COURT APPEARANCE**

A leave of absence with pay shall be granted to enable an employee to answer any summons or subpoena related to District business. The Board will pay employees for all scheduled working time spent in court in connection with civil lawsuits arising out of District employment.

A leave of absence shall be granted to enable an employee to serve jury duty. The employee shall receive regular salary and benefits for any day on which the employee is regularly scheduled to work, less any jury duty pay. The employee will provide the employer a copy of compensation received from the court in payment for jury duty.

## **HOLIDAYS**

### Recognition of Holidays

Regular full-time and part-time employees shall be given time off (except for necessary work) for the following holidays:

- |                     |                           |
|---------------------|---------------------------|
| a) New Year's Day   | f) Day After Thanksgiving |
| b) Memorial Day     | g) December 24            |
| c) Independence Day | h) Christmas Day          |
| d) Labor Day        | i) December 31            |
| e) Thanksgiving Day | j) Floating Holiday       |

Any work performed on holidays, as directed by the supervisor, shall be paid at one and one-half (1½) times the regular rate with a minimum of at least one (1) hour's time being paid for.

The time off for the floating holiday shall be subject to approval by the supervisor upon request of the employee.

In the event one of the above holidays falls on a Saturday or Sunday, the Board will designate the day of observance.

In order to be entitled to holiday pay, the employee must work or be on a paid absence on the work day preceding and following the holiday.

Regular part-time employees shall receive holiday pay on a pro-rated basis.

## **MILITARY LEAVE OF ABSENCE**

Any employee who has enlisted or enlists in, or who has been or is inducted or ordered into active service in the Armed Forces of the United States, pursuant to the Uniform Services Employment and Re-employment Rights Act of 1994 (USERRA) and Wisconsin Statutes or any act or law amendatory thereof, shall be granted all rights and privileges provided by the USERRA and Wisconsin Statutes.

## **SICK LEAVE**

### Accumulation of Sick Leave

Each regular full-time employee shall receive 12 days of sick leave per year. Sick leave will be granted to new hires after serving a one hundred eighty (180) day probationary period and will be pro-rated for the remainder of the fiscal year. If the employee leaves before a year is concluded, the pro-rated number of days would be paid back to the District from the final paycheck or other means as the District desires.

Employees may accumulate no more than one hundred twenty (120) days of unused sick leave.

*Employees hired prior to July 1, 2013 who accumulated more than one hundred twenty (120) days of unused sick leave as of the end of fiscal year 2013, shall have the total number of accumulated days of unused sick leave in excess of one hundred twenty (120) days set aside in a sick/retirement bank to be available for future use. The allotment of unused sick leave in excess of one hundred twenty (120) days shall be credited to the sick/retirement bank one time only on July 1, 2013 and shall be based on the total accumulation of unused sick days at the close of fiscal year 2013. For example, an employee with a total accumulation of one hundred seventy (170) unused sick days at the end of fiscal year 2013 shall have fifty (50) days credited to his/her sick/retirement bank on July 1, 2013. Employees with days in the sick/retirement bank may access these days in the event their sick leave balance is expended down to zero. Otherwise, the sick/retirement bank shall be available for their use in conjunction with the Post-Employment Insurance Benefit subject to applicable regulations under law (see Part III – Benefits). Once used, the sick/retirement bank days may not be increased or replaced in future years.*

### Sick Leave Benefits

All regular full-time employees shall be paid sick leave benefits for all regularly scheduled working time lost by reason of illness or injury as defined herein, up to the total time accumulated by the employee. The Superintendent may require substantiation of said illness or injury.

Part-time employees shall accumulate sick leave benefits on a pro rata basis.

### Definitions and General Provisions

Time lost due to the closing of schools by order of the County Board of Health or other competent authority shall not result in any loss of wages or accumulated sick leave.

An employee returning from any illness or injury, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the Board or furnish a medical doctor's certificate of health prior to returning to work, in order to safeguard the health of students and fellow employees.

Employees shall not receive sick leave benefits in lieu of, or in addition to, payments received under the Worker's Compensation Act.

Any employee who has been proven to obtain sick leave benefits and/or worker's compensation benefits by fraud, deceit, or falsified doctor's statement shall be subject to suspension, discharge or other penalty as determined by the Board.

Sick leave benefits may be used for the purpose of time lost for oral surgery or physical examinations required for diagnostic purposes or required medical or psychological treatments. Oral surgery shall be deemed to be the treatment of the diseases, injuries or defects of the human jaw and the associative structure including extraction, periodontal surgery, injury, or any cutting with a knife.

Up to ten (10) days of accrued sick leave may be used annually to care for ill members of an employee’s immediate family (parents, children, spouse, siblings, and domestic partners). Said members do not have to reside with the employee. Such leave shall be deducted from accumulated sick leave. Said days shall be for illness or accident not covered under the Family and Medical Leave Act.

## **SPECIAL LEAVES**

A leave of absence without pay of not more than three (3) days may be granted by the Director of Buildings and Grounds or Superintendent of Schools under special or emergency circumstances.

Any employee desiring a leave of absence of more than three (3) days without pay shall secure written permission from the Board.

When an employee's special leave of absence exceeds thirty (30) calendar days, the employee shall be offered the opportunity for continuation coverage of group insurance in accordance with COBRA, and the employee will be responsible for payment of all insurance premiums effective with the first day of the leave. When an employee's special leave of absence is thirty (30) calendar days or less, the Board will continue to make its full contribution toward the insurance premiums of the employee.

Special leaves of absence shall not exceed one (1) calendar year. Employees who have been granted a special leave of absence and have not returned to work within one calendar year from the start of the special leave shall relinquish all employment rights.

## **VACATIONS**

### Eligibility and Definitions

The “vacation year” shall run from July 1<sup>st</sup> to June 30<sup>th</sup> each year. “Vacations” shall be defined as forty (40) hours pay at the employee’s straight time hourly rate for each week of vacation earned. All part-time employees shall receive vacation pay on a pro-rated basis in accordance with the number of hours worked by the employee on a normal work day as scheduled at the discretion of the Board.

Eligible employees in the District shall receive vacation based upon full years of service as measured each July 1 and based upon the schedules shown below.

Employees hired on or after July 1, 2013:

<b>Number of Years Worked</b>	<b>Vacation Days Earned</b>
Beginning with year one (1) of service	10 days
After seven (7) years of service	15 days

After fifteen (15) years of service	20 days
After twenty (20) years of service	25 days

For employees hired on or after July 1, 2013, vacation days shall be awarded for use in the same year they are received. Employees in their first year of service shall receive a pro-rated amount of vacation based upon the number of months worked. For example, an employee hired on October 1, 2014 would be eligible to earn nine-twelfths (9/12) of a full year's allotment of vacation. This would entitle the employee to  $9/12 * 10$  days, or 7.5 days, during their first year of service. The employee under this example would be entitled to ten (10) days of vacation on July 1, 2015, for fiscal year 2016.

Employees hired *prior to* July 1, 2013:

<b>Number of Years Worked</b>	<b>Vacation Days Earned</b>
After one (1) year of service	10 days
After five (5) years of service	15 days
After ten (10) years of service	20 days
After fifteen (15) years of service	25 days

For calculation purposes, vacation is earned based upon the prior year's service for eligible employees hired prior to July 1, 2013, which is based on the number of full years of service as measured each July 1.

In the event of separation of employment from the District during the year, vacation benefits listed above shall be pro-rated based upon the actual service during the year of separation, including resignation, termination, or voluntary or involuntary transfer to a position that allows a lesser vacation benefit.

### Scheduling of Vacations

Vacations shall be scheduled by the Board in accordance with the desires of the employees and consistent with the efficient operation of the school system. The vacation schedule shall be posted by May 1<sup>st</sup> of each year.

All interested employees shall make their vacation selections in writing prior to March 1<sup>st</sup> of each year, subject to supervisor approval. Scheduling preference shall be given based on length of service. Any employee not having made a selection by March 1<sup>st</sup> shall forfeit any preference in the vacation selection process that year.

Employees shall normally only be allowed to take vacations one (1) day at a time when school is not in session; however, vacation may be taken anytime during the year if it does not conflict with the needs of District and is approved by the employee's supervisor.

Employees shall be allowed to carry over a maximum of ten (10) days of vacation. Vacation days in excess of the maximum number of ten (10) that are allowed for carry over.

*Rev: 12/8/2014*

**INSURANCES**

***Dental Insurance***

The Board shall provide dental insurance to eligible employees as described below. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

**Minimum Hours for Any Board Contribution**

An employee who has an individual assignment of eighty percent (80%) of full-time equivalency or greater (or works an average of 30 hours per week) is eligible to participate in the District's dental insurance. Employees whose assignments are less than eighty percent (80%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

**Both Spouses Employed by the District**

If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for one family plan or two single plans, whichever is appropriate for the employees. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.

**Commencement and Termination of Benefits**

Coverage will commence on the employee's first day of employment. The insurance benefits described in *Appendix A* terminate according to the following schedule:

- If an employee resigns or is terminated. District coverage shall cease at the end of the month the resignation or termination becomes effective.

**Premium Contributions:**

**Single Coverage:** For employees who are eligible for and select single coverage, the District shall pay one hundred percent (100%) of the single premium of the dental insurance plan.

**Family Coverage:** For employees who are eligible for and select family coverage, the District shall pay ninety-five percent (95%) of the family premium of the dental insurance plan. Employees shall be responsible for the remaining portion of the premium (5%) through payroll deduction.

***Health Insurance***

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



#### Minimum Hours for Any Board Contribution

An employee who has an assignment of eighty percent (80%) of full-time equivalency or greater (or works an average of 30 hours per week) is eligible to participate in the District's health insurance. Employees whose assignments are for less than eighty percent (80%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution. For regular part-time employees, the Board will make premium payments on a pro-rated basis.

#### Both Spouses Employed by the District

If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for one family plan or two single plans, whichever is more appropriate for the employees. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.

#### Commencement and Termination of Benefits

Coverage will commence on the employee's first day of employment. The insurance benefits described in *Appendix A* terminate according to the following schedule:

- If an employee resigns or is terminated, District coverage shall cease at the end of the month the resignation or termination becomes effective.

#### Premium Contributions:

Single Coverage: For employees who are eligible for and select single coverage, the District shall pay no more than eighty-five percent (85%) of the single premium of the health insurance. Employees shall be responsible for the remaining portion of the premium (15%) through payroll deduction.

Family Coverage: For employees who are eligible for and select family coverage, the District shall pay no more than eighty-five percent (85%) of the family premium of health insurance plan. Employees shall be responsible for the remaining portion of the premium (15%) through payroll deduction.

#### ***Life Insurance***

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

#### Eligibility, Commencement and Termination of Benefits:

For eligibility requirements, commencement and termination of benefits refer to the *Employee Trust Fund Group Life Insurance Brochure*.

Premium Contributions: The Board pays one hundred percent (100%) of the premium for life insurance. The amount of coverage is based upon earnings and is equal to the total earnings of the previous year rounded to the next higher thousand.

***Long-Term Disability Insurance***

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

Minimum Hours for Any Board Contribution

An employee who has an assignment of at least eighty percent (80%) of full-time equivalency or greater (or works an average of 30 hours per week) is eligible to participate in the District's long-term disability insurance. Employees whose assignments are less than eighty percent (80%) of a full-time equivalency are not eligible to participate in the District's long-term disability insurance and are not eligible for any District premium contribution.

Commencement and Termination of Benefits

Coverage will commence on the employee's first day of employment. The long-term disability insurance benefits described in *Appendix A* terminate according to the following schedule:

- If an employee resigns or is terminated, District coverage shall cease on the last day of employment.

Premium Contributions

The District shall pay the full premium for long-term disability insurance for eligible employees.

*Rev: June 9, 2014*



## Employee Acknowledgement Form

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**This form is to be signed and returned to the Human Resources Department.**

The *Wisconsin Rapids Public Schools ~~Custodian, Custodial and Maintenance Staff and Computer Technician~~ Handbook* describes important information about the District. I understand that I should consult the Human Resources Department if I have any questions that are not answered in this *Handbook*.

I understand and acknowledge that there may be changes to the information, expectations, and benefits in the *Handbook*. I understand that the Wisconsin Rapids Public Schools may add new language to the *Handbook* as well as replace, change, or cancel existing language. I understand that *Handbook* changes can only be authorized by the District Administrator or Board of Education of the Wisconsin Rapids Public Schools.

**I understand and acknowledge that this *Handbook* is not a contract of employment or legal document. I understand and acknowledge that the *Handbook* does not alter my employment status or guarantee employment for any definite period of time. I have received the *Handbook* and I understand that it is my responsibility to read and follow the expectations contained in this *Handbook* and any future changes made to them.**

**EMPLOYEE'S NAME** (*printed*): \_\_\_\_\_

**EMPLOYEE'S SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_