

# River Valley School District

~~2016-17~~ **2017-18**

## All Staff Employee Handbook

Approved by Board June 9, 2016

**Red = For Discussion by ERC**  
**Credit Advancement Policy (Page 21)**

**Green = Approved by ERC**

**Blue = Approved by ERC and Board**

**From December 8, 2016, Board Meeting: Credit Advancement Policy (Page 21), Liquidated Damages (Page 33), Voluntary Transfers (Page 34), Job Posting (Page 34), Voluntary/Involuntary Transfer/Reassignment (Page 34)**

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## **GENERAL EMPLOYMENT POLICIES AND PRACTICES**

The River Valley School District believes that its employees are among its most important assets. This Employee Handbook will provide you with some of the information you will find helpful as an employee of the district. It is important that you be familiar with and understand the information contained in this handbook.

This handbook is provided for informational purposes only and is intended to provide a general overview. Nothing in this handbook is to be interpreted to create an express or implied contract, covenant, promise or representation between the district and you. There is no employment agreement intended or implied by this handbook.

The Board reserves the sole right to add, change, withdraw, or revoke any or all policies or practices at any time for any reason, with or without advance notice. The Board will endeavor to modify the handbook no more frequently than annually. However, circumstances, including but not limited to, changes to the law may cause more frequent modifications that are in the best interest of the district.

Where benefits and other specific matters are addressed in any written employment contract signed and approved by the Board or its authorized designee, they are governed by the contract to the extent it applies. Except where there is express language in a contract that conflicts with the language in this handbook, this Employee Handbook supersedes and replaces any and all previously stated policies and practices, oral or written representations, or statements of the district including, but not limited to, those contained in any handbooks, agreements, or correspondence.

This handbook is intended to be used and read in conjunction with existing Board policies. While a number of Board policies are expressly included or referenced in this handbook, the fact that other policies are not specifically included or referenced in this handbook does not affect their applicability or enforceability.

All employees are expected to conduct themselves in a professional manner at all times.

Please refer to building-level handbooks for procedures specific to each building.

### **MANAGEMENT**

The Board of Education on its own behalf, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law, rules, and regulations to establish the framework of school policies and projects including but without limitation because of enumeration, the right:

- To the executive management and administrative control of the school system and its properties, operations, programs and facilities, and the activities of its employees during working hours.
- To employ and re-employ all personnel and, subject to the provisions of law or State Department of Public Instruction regulations, determine their qualifications and

reasonable work assignments. In considering the above, the recommendations of the administration will be taken into account.

- To establish and supervise the programs of instruction, selection of textbooks and other teaching materials, the use of teaching aids, class schedules, hours of instruction, and length of school year.
- To take whatever action is necessary to comply with state or federal law, or to comply with state or federal agency decisions or orders;
- To take whatever action is necessary to carry out the functions of the school system in situations of emergency.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and Wisconsin Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin.

### **EQUAL OPPORTUNITY EMPLOYMENT**

The River Valley School District is an equal opportunity employer. Personnel hiring and administration in the district shall be conducted so as not to discriminate against applicant or employee on the basis of age, race, sex or sexual orientation, marital status, national origin, handicap or disability, creed, color, political affiliation, ancestry arrest or conviction record, membership in the national guard, state defense force or any other component of the military forces of the United States or Wisconsin, or any other reason prohibited by state or federal law. The district will carefully and systematically examine all of its employment policies and practices to be sure they do not either purposely or inadvertently operate to the detriment of any persons on any prohibited basis.

Application forms, hiring practices and personnel administration shall be periodically evaluated relative to equal opportunity employment. Discrimination complaints shall be processed in accordance with established procedures. The administrative staff shall be responsible for effectively implementing all nondiscrimination policies.

### **TUBERCULIN TEST/CHEST X-RAY**

Upon initial employment an employee must take a tuberculin skin test or chest x-ray or submit proof of such examination, chest x-ray or tuberculin test taken within ninety (90) days or with an affidavit pursuant to Section 118.25(2)(b), Wis. Stats. TB tests or chest x-rays may be taken at one of the three local clinics, two currently in Spring Green and one in Plain. The cost of the initial test as prescribed in Section 118.25, Wis. Stats., shall be paid by the School Board.

## **EMPLOYEE CLASSIFICATIONS**

**ADMINISTRATIVE EMPLOYEES** - Staff with Individual Contracts under §118.24, Wis. Statutes and/or other supervisory administrative personnel exempt under the Fair Labor Standard Act (FLSA).

**TEACHERS** - Staff with Individual Contracts under §118.22 Wis. Statutes

**NON-EXEMPT (Hourly) STAFF** - Non-Exempt Staff without Individual Contracts under §118.22 and §118.24.

**CO-CURRICULAR STAFF** – A person hired on a limited basis to coach or advise a co-curricular program or activity.

**SUBSTITUTE EMPLOYEES AND LIMITED TERM EMPLOYEES** – Substitute and limited term employees are defined as persons hired on a limited basis to replace an employee during a leave of absence or for a specific project for a specific length of time. A substitute/limited term employee has no expectation of continued employment.

### **Fair Labor Standards Act Safe Harbor Policy**

The River Valley School District intends to comply with all federal regulations with respect to the Fair Labor Standards Act (FLSA). In this regard, the FLSA provides an exemption from both minimum wage and overtime payment for employees employed in bona fide executive, administrative, professional and computer positions. To qualify for an overtime exemption, an employee generally must be paid no less than \$23,660 a year or \$455 per week on a salary basis. (This does not apply to teachers or certain medical personnel.) Certain exempt computer employees may be paid at least \$455 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour.

Being paid on a "salary basis" refers to an employee who regularly receives a predetermined amount of compensation each pay period on a weekly or less frequent basis which cannot be reduced because of variations in the quality or quantity of work. Subject to the exceptions listed below, an exempt employee must receive his or her full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any work week in which they perform no work and will not be paid, unless appropriate accrued paid leave is utilized. If deductions are made from an employee's predetermined salary because of the employer's operating requirements, that employee is not paid on a "salary basis." If the employee is ready, willing, and able to work, deductions may not be made for time when work is not available.

Deductions from pay are permissible when an exempt employee is:

1. Absent from work for one or more full days for personal reasons, other than sickness or disability;
2. Absent from work for one or more full days due to sickness or disability, if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
3. In receipt of amounts such as jury or witness fees; or

4. On an unpaid disciplinary suspension for one or more full days, imposed in good faith for workplace conduct rule infractions.

Also, the District is not required to pay an employee's full salary in the initial or final week of employment, for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either a partial-day or full-day deduction may be made. Finally, as a public employer, the District operates under principles of public accountability, which permit deductions from the pay of an exempt employee for partial-day or full-day absences due to illness, injury, or personal reasons when accrued paid leave is not used by an employee because:

1. Permission for its use has not been sought or has been sought and denied;
2. Accrued leave has been exhausted; or
3. The employee chooses to use leave without pay, if such leave is available.

Deductions may also be permissible for budget-related temporary layoffs.

It is the District's policy to comply with the "salary basis" requirements of the FLSA with regard to exempt employees. The District will properly investigate and correct any improper payroll deductions or other payroll practices that do not comply with the FLSA. If an employee believes there is an improper payroll practice, or there has been an improper deduction from an exempt employee's salary, the employee should report it to the Human Resources Department, which will promptly investigate the matter. The employee will be promptly reimbursed for any improper deduction and no similar deductions will be taken from the complaining employee or any other exempt employee's pay. There will be no retaliation against any employee for reporting his or her concerns with respect to this policy.

## **JOB BENEFITS**

The following benefits are provided to eligible Administrative Employees, Teachers, and Non-Exempt Hourly Staff. Co-curricular Staff, Substitute Employees and Limited Term Employees will be offered benefits required by state and federal laws.

### **Health and Dental Insurance**

All employees who meet the requirements of the health insurance plan shall be provided the option of participating in a group health insurance plan. The Board shall designate the plan carrier and the level of the benefits offered. Those employees who choose not to participate in the group health insurance plan waive their right to this benefit until such time as a change in circumstances or open enrollment permits an employee to commence participation. The Board shall contribute 87.4% of premiums for family or single health insurance. Staff who work less than 30 hours per week and who were already enrolled in health insurance prior to July 1, 2014, will be grandfathered. The Board shall pay a prorated premium towards the cost of health insurance for staff working less than 35 hours per week. Prorated insurance calculations are available in the Human Resource Office.

Employees must participate in a mandatory wellness screening each year. This screening will be available at school in the fall or can be given by plan physicians. Failure to participate in the wellness screening will result in an additional 5% premium contribution paid by the employee.

Employees will have the option of participating in a dental plan. The Board shall designate the plan carrier and the level of the benefits offered. Those employees who choose not to participate in the group dental insurance plan waive their right to this benefit until such time, if any, as a change in circumstances or open enrollment permits an employee to commence participation. The Board shall contribute 95% of premiums for family or single dental insurance. The Board shall pay a prorated premium toward the cost of dental insurance for staff working less than 35 hours per week. Staff who work less than 30 hours per week and who were already enrolled in dental insurance prior to July 1, 2014, will be grandfathered.

Spousal co-workers (both spouses employed by the district or one spouse employed by the district and one spouse retired from the district and enrolled in the district's family health insurance plan) will be allowed to enroll in one family health and one family dental insurance plan. Enrollment is contingent upon at least one of the two spousal co-workers being eligible for the applicable benefit as set forth by board policy. The non-enrollee spouse will be considered a "dependent" under the enrollee's plan.

Spousal co-workers will be allowed to enroll in two separate single health and dental insurance plans provided that the cost of the two (2) single plans together is less than the cost of one (1) family plan and is allowed by the insurer. Enrollment for single insurance is contingent upon both of the two spousal co-workers being eligible for the applicable benefit as set forth by board policy.

### **Vision Insurance**

Employees will have the option of participating in a vision plan. The Board shall designate the plan carrier and the level of the benefits offered. Those employees who choose not to participate in the group vision insurance plan waive their right to this benefit until such time, if any, as a change in circumstances or open enrollment permits an employee to commence participation. The Board shall contribute 95% of premiums for family or single vision insurance. The Board shall pay a prorated premium toward the cost of vision insurance for all staff working less than 35 hours per week. Staff who work less than 30 hours per week and who were already enrolled in vision insurance prior to July 1, 2014, will be grandfathered.

### **Long Term Disability Insurance**

The District will provide long term disability insurance to eligible employees based on the requirements of the carrier. The Board shall designate the plan carrier and the level of the benefits offered. The long-term disability income policy will provide a monthly benefit equal to 90% of the employee's monthly salary beginning on the 61<sup>st</sup> day of the disability.

### **Short Term Disability Insurance**

The District will provide short term disability insurance to eligible employees at any time during their employment at the employee's expense. However, if sign up takes place 30 days after the date of hire, the employee is required to complete an Evidence of Insurability form to be considered. Forms and documents are available in Central Office from the Human Resource



Specialist.

### **Life Insurance**

Specific employees—Full time Administrators, Network Administrator, School Nutrition Supervisor, the Administrative Assistant, HR Specialist/Business Administrator, and AP/Bookkeeper— shall be entitled to a \$100,000 life insurance policy from the life insurance carrier selected by the board. The District will pay 100% of the premium. Income attribution for any tax liability associated with the provision of such life insurance shall be the sole responsibility of the employee.

### **WRS**

The District participates in the Wisconsin Retirement System and pays the actuarially determined employer contribution for employees who are eligible to participate.

### **Benefit Option Program**

The annual District contribution shall be \$6,261.00 or a prorated amount for part-time teachers based on the part-time employee's teaching contract percentage. Eligible employees are those teachers who were employed by the district on or before November 14, 2002, and whose spouse is also a district employee or whose spouse has health benefits elsewhere. The benefit option plan consists of either a tax-sheltered annuity or a monthly cash payment equal to the amount specified above. A complete list of available tax-sheltered annuity companies is available upon request from the District Central Office. After June 1, 2003, no additional employees will be permitted to enroll in this program.

### **Section 125 Plan**

The District will provide a flexible reimbursement plan under the Internal Revenue Service Code Section 125. The provision of this plan is contingent upon the continuance of this benefit under Internal Revenue Service Code Section 125. The Flexible Reimbursement Plan may be used for eligible expenses under the provisions of Internal Revenue Code Section 125.

### **403(b) Plan**

All common law employees except student teachers and student workers are immediately eligible to make contributions to the 403(b) Plan under the Internal Revenue Service Code Section 403(b). Roth 403(b) contributions are not permitted.

The Plan will permit employees with 15 years of service to the District that satisfy the conditions for the Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service (Section 3.2 of the Plan) to increase their Elective Deferrals limitation.

The Plan will permit participants to make exchanges between vendors on the current vendor list, and the Plan will accept transfers from another employer's 403(b) plan. The Plan will permit transfers from the Plan to another employer's 403(b) plan, if requested by a former participant. The Plan will permit transfers from other eligible retirement plans. Hardship distributions are available under the Plan. Loans are not available under the Plan subject to availability and any additional conditions that may apply under a Participant's 403(b) Individual Agreement.

The Plan shall be administered jointly by the Employer and Vendors. A list of approved vendors is available from the Human Resource Specialist located in Central Office. Forms will be available in the same location.

### **Worker's Compensation**

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the District office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify the District office as soon as possible, but not to exceed twenty-four (24) hours after the occurrence of the injury.

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

#### **Up to Day Sixty (60) of Worker's Compensation Leave**

The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This provision will apply up until the sixtieth (60th) consecutive day of leave or as long as the employee has accumulated reimbursable leave available whichever occurs first. This income will be generated by combining worker's compensation insurance with prorated accumulated reimbursable leave as necessary through a deduction of one-third (1/3) of a day of reimbursable leave for each day while on worker's compensation.

#### **Day Sixty-One (61) and Thereafter of Worker's Compensation Leave**

The employee will receive her/his worker's compensation payment. The employee, subject to rules and regulations of the carrier, may be eligible for long-term disability leave.

River Valley School District is committed to providing a safe and healthy working environment for all employees. As part of this commitment, we shall make every reasonable effort to provide suitable temporary employment to any employee unable to perform his or her job duties as a result of an injury or illness. This may include a modification to the employee's original position or providing an alternative position, depending on the employee's medical restrictions, providing that this does not create an undue hardship to the River Valley School District. This program applies to all employees with injuries and/or illnesses.

### **Mileage**

The authorized use of an administrator's personal vehicle in the administrator's exercise of the duties and responsibilities of his/her position shall be reimbursed at the rate approved by the Internal Revenue Service. For all other employees, the District shall pay mileage at the Internal Revenue Service mileage reimbursement rate for all travel done in their own vehicles concerning school business. A change in the mileage rate will become effective immediately when implemented by the IRS. This travel must be authorized by the administration. Administrative authorization of the trips can be provided before or after the use of the personal vehicle. Payment for the usage of the employee's personal vehicle will only be made if the District's automobile is not available or not applicable for the travel use desired.

### **Professional Dues**

The District Administrator shall be entitled to have up to \$1,500 in dues/fees paid on an annual basis in addition to expenses for one national convention of his or her choice. Other full time administrators shall be entitled to have up to \$1000 in dues and fees. Part time administrators will be entitled to have up to \$500 in dues/fees paid on an annual basis.

Professional dues will also be paid to the State Associations for the School Nurse(s) and School Psychologist and other designated professionals determined by the District Administrator.

### **Cell Phone**

The District believes cell phones are a necessity for all administrators due to the District's need to contact them at all times for work-related emergencies. All administrators shall be reimbursed every two years up to \$100 for the purchase of a phone and \$50 per month flat fee for cell phone service.

### **LEAVE, HOLIDAY, AND VACATION BENEFITS**

Any employee obtaining leave, holiday or vacation leave benefits by fraud, deceit or falsified statements shall be subject to disciplinary action including, but not limited to suspension or dismissal. If such conduct is suspected, the District may require a physician's statement to verify personal illness.

### **Reimbursable Leave**

Twelve reimbursable leave days will be credited at the beginning of each fiscal year. The portion that is unused during the school year shall accumulate from year to year as follows: Beginning with the 2013-14 school year, new full time employees will be allowed to reach a cumulative cap of 90 days. Employees hired prior to this date who have at least 90 days of reimbursable leave will be allowed reach a cumulative cap of 120 days. Employees with less than 90 days will be allowed to reach a cumulative cap of no more than 90 days. If an employee with over 90 days of accumulated reimbursable leave uses days resulting in having less than 90 days, only the maximum of 90 will be allowed to accumulate. Reimbursable hours will be prorated for part-time employees. Annual leave shall accrue at the start of each new contract year in the District, except that, in the event a first year employee ceases employment, the leave shall be prorated based on the actual time worked as a percentage of a full-year contract. Employees on long-term disability or unpaid leave shall not accrue reimbursable leave except where required by law.

Reimbursable leave is intended to provide staff a maximum of 12 days per school year to be used. Additional days may be approved by the District Administrator providing they fall within the following circumstances:

- Family Medical Leave
- Emergency Leave
- School Closings

Employees are not required to state a reason for the use of reimbursable leave days, but it is understood that they are generally not to be used to extend a weekend holiday, vacation recess,

or a convention. All leave days that extend a holiday, vacation recess, or a convention will be subject to pre-approval of the District Administrator. All days that extend a holiday, vacation recess, or a convention will not be approved for reimbursement unless the leave is used for medical purposes or emergency situations as determined by the District Administrator who may require verification as appropriate. If the leave is used for medical purposes, a physician's statement will be required for reimbursement.

Cap at 20 staff absent (district wide) on the same day, unless medical concerns warrant or if pre-approved through administration.

If an employee is absent for 3 or more consecutive contract days, the employee will be required to provide a written physician statement within 10 calendar days of returning to school to receive reimbursement. In the following situations—Bereavement, Weddings, and Emergency Leave—employees may use up to 5 days per occurrence. Leave requested beyond the 5 days may be approved in extenuating circumstances at the District Administrator's discretion.

No payment is made for unused reimbursable leave days, current or accumulated, at any time, unless otherwise indicated.

Requests for leave should be made at least two (2) working days in advance of taking such leave, except in the case of an emergency or illness.

### **Reimbursable Leave Sharing Program**

#### 1. Definitions

The Reimbursable Leave Sharing Program (RLSP) is defined as a reserve of reimbursable days, beyond any individual accumulations, which are deposited by employees for use by any eligible employee during a medical emergency.

- a. A medical emergency is defined as a catastrophic, life-threatening health condition or conditions affecting the physical or mental health of an employee or his or her immediate family member that requires the care of a physician, prolonged absence of the employee from duty and, because the employee will have exhausted all of his or her paid leave, results in a substantial loss of income.
- b. "Immediate family member" is defined as spouse, domestic partner as defined by Wisconsin Statutes Chapter 770, biological child and/or legally adopted child, through the end of the month in which the child turns age 26.

#### 2. Eligibility

All employees of the River Valley School District who meet the eligibility criteria are eligible to participate in the RLSP. Participation in the RLSP is voluntary. Eligibility criteria are as follows:

- a. The employee must be eligible for River Valley School District reimbursable leave.
- b. The employee must have exhausted all other applicable paid leave.

- c. The illness or injury is not covered by Workers' Compensation, long-term disability or other compensation programs unless such benefit has been exhausted. Also, the RLSP benefit will cease if/when an employee becomes eligible for Workers' Compensation, long-term disability or other compensation programs.
- d. The employee has not been disciplined for reimbursable leave abuse during the past two (2) years.

### 3. Deposits

Up to four (4) reimbursable days per employee, based on hours worked per day, may be deposited in the RLSP upon establishment of said RLSP. Annually, thereafter, employees may deposit up to two (2) days in the RLSP. All deposits will be deducted from the accumulated leave of the contributing employee(s). Two (2) contributed days will result in one (1) day credited to the bank. The total number of hours in the RLSP at any one time shall not exceed four thousand (4,000) hours. Once days are contributed to the RLSP, they are non-refundable to the contributor.

### 4. Withdrawals

- a. Employees may request to use reimbursable leave days from the RLSP for medical emergencies as defined under "1. a." above. Requests for use of reimbursable leave days from the RLSP must be made at least ten (10) business days prior to the exhaustion of an employee's paid leave days, if possible.
- b. Requests for use of reimbursable leave from the RLSP shall be made in writing by the employee, when capable, and/or his/her representative(s). Requests shall be made to the District Administrator. The request shall be accompanied by a report from a doctor identifying the employee's or family member's medical emergency and the anticipated length of said medical emergency. The request must also indicate the number of days requested. The number of reimbursable days that the employee receives will be taxed as wages or salary at the recipient's hourly or daily pay rate.
- c. The employee's withdrawal from the RLSP will include the employee's regular salary or wages and fringe benefits.

### 5. The RLSP Application Process

- a. Applications to utilize days from the RLSP will be made to the District Administrator.
- b. The request to withdraw days from the RLSP will be forwarded by the District Administrator to the full School Board for action. The School Board will meet as soon as possible. Information supplied by any health care provider in support of an employee's application will be shared with the Board. Any such information disseminated to the District Administrator or the Board may be further disseminated without the written approval of the employee unless otherwise authorized by school policy or law. Any application for use of reimbursable leave days from the RLSP leave bank shall constitute a release by the applicant of such information to the persons named herein for the purposes described herein.

- c. Withdrawals from the RLSP shall not exceed sixty (60) consecutive workdays per year per employee.
- d. The District Administrator shall notify the requesting employee within five (5) working days after the School Board meeting if his/her RLSP withdrawal request has been approved or denied. The decision of the School Board is final.

6. Special Circumstances

- a. If an employee exhausts the leave granted by the School Board, he or she may reapply providing the School Board with evidence of extenuating circumstances.
- b. An employee requesting leave beyond 60 days shall be considered on a case by case basis by the School Board.

7. Requests and Reporting

- a. The Business Manager will notify employees and solicit requests for deposits to the RLSP initially and every September 1, allowing fifteen (15) calendar days for individual responses (September 15).
- b. At the November school board meeting, the Business Manager shall present a report showing RLSP usage and balance of days available to use in the succeeding 12 months
- c. If extenuating circumstances present during a given school year, the School Board may open the date for employees to make deposits to the RLSP.

**Professional Leave**

Professional leave will be granted when a staff person is completing a district required or district approved event or activity. Examples of professional leave include, but are not limited to attending a professionally relevant conference or clinic, a co-curricular activity where you serve as adviser or coach and you have students participating, or you are attending an event that is requested by administration. Employees are required to state a reason for the use of professional leave days.

**Vacation**

Paid vacation will be provided to eligible 12 month full time employees. For 12 month part time employees, vacation pay shall be prorated based on the average number of hours worked per week during the previous year.

12 month administrators will receive 20 vacation days upon employment. Vacation days for all other eligible employees are earned per years of employment as follows:

All eligible employees

1 Year = 5 days

2 years = 10 days

8 years = 15 days

(20 days grandfathered for other eligible staff hired prior to July 1, 1998)

14 years = 20 days

Vacation time may be taken in hourly increments as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least two (2) weeks before taking such leave. However, vacation time requested with less than two (2) weeks' notice may be approved by the District Administrator and/or her/his designee. No employee may be denied the ability to take all of her/his accrued vacation during a twelve-month period, but the District Administrator and/or her/his designee shall have the right to schedule vacations on a first-come, first served basis, as necessary to accomplish work objectives. Employees are encouraged to take vacation during school recess periods unless special arrangements have been made by the employee and her/his immediate supervisor or her/his designee. The immediate administrator will provide written notice of approval for the requested vacation ten (10) workdays from the date of receipt of the employee's request.

Employees may not receive cash payment for any accumulated vacation time. Vacation time must be used by August 31 following the previous contract year (i.e. for a contract issued July 1, 2011 and ending June 30, 2012, vacation days from that contract must be used by August 31, 2012).

Vacation is accrued on a prorated basis and cannot be used before it is accrued without obtaining advance permission of the District Administrator in the event of exceptional circumstances. In the event an employee used any unaccrued vacation by permission, mistake, or inadvertence, the employee shall be required to reimburse the District for such days if he/she leaves prior to his/her next anniversary. Any employee who terminates her/his employment for any reason, other than discharge, shall be entitled to the vacation pay remaining in her/his accumulation, as well as a prorated amount of vacation the employee would have received upon her/his next anniversary.

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

### **Holidays**

A paid holiday is a day off with pay for the number of hours the employee normally works. Paid holidays will be provided to employees according to the following schedule:

#### **12-Month Full-Time and Part-Time Employees:**

1. Labor Day
2. Thanksgiving
3. Day After Thanksgiving
4. Christmas Eve Day
5. Christmas Day
6. New Year's Eve Day
7. New Year's Day
8. Friday in Spring
9. Memorial Day
10. Independence Day

12-month part-time employees shall receive prorated holiday pay for each of these holidays based upon the number of hours the part-time employee normally works.

## Teachers

1. Labor Day
2. Memorial Day

Part time teachers shall receive prorated holiday pay for each of these holidays based upon the number of hours the part time teacher normally works.

## 9-Month Full-time and Part-Time Employees (Non-Exempt Hourly Employees):

1. Labor Day
2. Thanksgiving
3. Christmas Day
4. New Year's Day
5. (1/2 day) (Afternoon of a Friday in Spring)
6. Memorial Day

9-month part-time employees shall receive prorated holiday pay for each of these holidays based upon the number of hours the part-time employee normally works.

If an employee is scheduled to work more than a school year but less than a full calendar year, the employee(s) shall be entitled to all holidays listed above that fall within the employee's scheduled work week.

Any holiday falling on a weekend will be credited during the pay period in which it falls.

Non-Exempt Hourly employees who are called to work on any of the above-mentioned holidays shall be paid time and one-half for all hours worked in addition to being paid for the holiday. Should a paid holiday fall during an employee's vacation period, the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

In order to be eligible for holiday pay an employee must work their scheduled workdays immediately preceding and following the holiday, unless the employee is on an approved absence.

## **Jury Duty**

All employees summoned for jury duty shall, at the employee's option, receive full pay while summoned for or serving on a jury on their regular workdays for as much time as she/he is summoned by the court. Any employee who exercises this option must, in order to receive full pay, turn in to the District any compensation, excluding any mileage or meal allowance, received for such duty.

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

## **Military Leave**

Employees shall be granted military leave in accordance with applicable federal and state laws.



### **Family and Medical Leave**

It is the policy of the River Valley School District to comply with all applicable state and federal laws concerning child-rearing, personal illness or family illness leave.

Leaves provided by the District, which are taken for the same reasons as leaves covered by the FMLA are not in addition to leave provided under the FMLA. If leave qualifies for family or medical leave under both the federal and state laws, the leave used counts against the employee's entitlement under both state and federal FMLAs concurrently. Leave covered by the FMLA will be deducted from the annual entitlement under the FMLA. When paid leave (reimbursable days) is substituted for unpaid leave under either or both FMLAs, the substitute leave will be counted as leave taken under the relevant law or laws.

### **Absence From Work – Duty to Report**

Any employee who is unable to report for work at the beginning of his/her workday shall notify the designated office or person (of every building he/she reports for that day) as soon as it is possible. All staff will provide adequate substitute plans so that the normal processes will continue in his/her absence.

### **Unpaid Leave of Absence**

Approval of leave without pay is dependent on circumstances in each case. The basic purpose of leave without pay is to preserve an employee's continuity of service through emergency or necessary periods of absence. Leave of absence without pay must be approved by District Administrator prior to taking the leave. Written approval must be submitted to the human resource office. All unpaid leave will be docked on the payroll covering the specific dates in which unpaid leave was taken. No benefits, paid leave, vacation or years of service accrue during a leave of absence.

Generally, unpaid leaves of absence exceeding thirty (30) calendar days will only be granted as a reasonable accommodation for a medical reason. The employer, at its discretion and expense and consistent with state and federal law, may require any employee to submit to a physical exam to determine the extent of an illness, or injury during a leave of absence for that purpose. An employee who exhausts his/her reimbursable leave and family and medical leave and is still unable to return to work, may request an unpaid leave of absence for a period of no more than one (1) year.

All employees may be granted a non-medical leave of absence of up to 30 calendar days without pay when approved in advance by District Administrator and Board of Education. Participation in the employer's insurance and other benefit programs can be continued during unpaid leaves of absence provided the employee reimburses the District for any premiums and further provided continuation is permitted by the carrier.

### **Sabbatical**

After six consecutive years of employment in River Valley School District, an employee may apply for a one-year sabbatical leave of absence. Applications for this unpaid leave should be submitted to the District Administrator by January 15th in the year preceding the requested

leave. This leave is subject to the approval of the Superintendent and Board of Education. An employee on sabbatical should notify the District by March 1 of whether or not they intend to return to the District. Upon return from a sabbatical leave, the employee is guaranteed a position in the District and shall retain all accumulated reimbursable leave and years of experience on the salary schedule as had been earned before taking the leave.

### **Absence Without Leave**

No employee may absent himself/herself from duty without permission of his or her supervisor. Absence without leave shall be reason for discharge. Any employee absent for three consecutive working days without notice may be considered to have resigned from District service.

## **HOURS AND SCHEDULE**

### **Teaching Staff**

The teacher shall be on the teaching premises for eight hours. The teacher is expected to stay on the teaching premises until 3:30 p.m. or until the last buses have left, whichever is later. The building administrator shall determine schedules and meeting attendance for teachers. The District Administrator must approve any exceptions.

The Board shall grant each teacher who works more than 4 hours/day a thirty (30) minute duty free lunch period daily which shall be at or near the time of the regular school lunch period. It is understood that teachers shall not be required to assume duties during this period of time; however, in time of emergency, it is also understood that it will be necessary to follow emergency procedures (Code Blue, tornado, fire drills, bomb threats, etc.)

### **School Closings**

Any days missed due to inclement weather will be made up at the discretion of the Board.

### **Non-Exempt Hourly Employees (12 Month and 9 Month)**

The employee and her/his immediate supervisor may mutually agree to a regular workday that does not consist of eight (8) consecutive hours. Because of different schedule requirements, employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours and lunchtime.

The regular workweek is five (5) consecutive days, unless the employee and the immediate administrator mutually agree to a different work schedule.

### **Overtime for Non-Exempt Hourly Employees**

A. Approval – In order for an employee to work beyond her/his contract (scheduled) hours in any week, prior approval must be obtained by the immediate supervisor. Overtime will be offered on a rotational basis within the effected job classification by building. If no employee volunteers for overtime, overtime will be assigned on a rotational basis within the effected job classification by building.

- B. Pay - Time and one-half (1 1/2) will be paid for all hours worked over forty (40) hours per week. The reason for overtime must be indicated on the back of the employee's time card and must have supervisory approval in writing for said overtime. For the sole purpose of determining the appropriate pay period for receipt of overtime, a week is defined as a pay period starting at 12:00 a.m. Sunday and ending at 11:59 p.m. the following Saturday.

### **Lunch and Rest Breaks for Non-Exempt Hourly Employees**

- A. Lunch Break - All employees who work five and three quarter (5.75) hours or more per day will be entitled to an unpaid half-hour lunch period, which shall be duty free.
- B. Rest Breaks - Employees scheduled to work at least four (4) hours per workday shall receive one (1) fifteen (15) minute paid break. Employees scheduled to work at least seven (7) hours per workday shall receive two (2) fifteen (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor.

### **School Closings for Non-Exempt Hourly Employees**

A. In the event of a school closing, 9-month school year employees will make up his/her lost time by choosing one of the following:

1. Use reimbursable leave
  - a. Leave used for school closings due to inclement weather can be taken from accumulated reimbursable leave (banked days)
  - b. Employees with no accumulated reimbursable leave must use the current year's allocation
2. Use dock pay

(Delayed start and early release days due to inclement weather will be counted as a full day and no time will need to be made up)

B. A 12-Month employee will make up his/her lost time by choosing one of the following:

1. Work their normal contracted hours
2. Use reimbursable leave
  - a. Leave used for school closings due to inclement weather can be taken from accumulated reimbursable leave (banked days)
  - b. Employees with no accumulated reimbursable leave must use the current year's allocation
3. Use Vacation Time
4. Use dock pay

(Delayed start and early release days due to inclement weather will be counted as a full day and no time will need to be made up)

### **Building Emergency Pay for Non-Exempt Hourly Employees**

Employees called to work hours outside of their regular work schedule that are not contiguous to their regular work schedule shall receive a minimum of two (2) hours of pay

except as noted below. The Supervisor may, at their discretion, require such employees to work the full two (2) hour period.

### **Special Event Pay for Non-Exempt Hourly Employees**

Employees called in to open a building for a special event, as authorized by board policy, i.e., use of a school facility by an outside agency or for co-curricular events, will be paid for the time the employee is required to be at the District or a flat fee of ten dollars (\$10.00), whichever is greater.

### **Workshop or In-service Days**

Employees will be required to attend the first teacher in-service day and will be paid for a minimum of two and one-half (2.5) hours or their regular daily work hours, whichever is greater. Additional workshop or in-service days may be scheduled by the River Valley School District.

### **CALENDAR**

The Board shall establish the school calendar annually. (See Figure 2.)

### **PAY PERIODS**

Salary shall be paid by the District, less deductions required by federal and state law or authorized deductions as permitted by Board policy. Paychecks will be distributed/direct deposited on the 5<sup>th</sup> and 20<sup>th</sup> of the month. If those days fall on a weekend or holiday, checks will be distributed/deposited on the work day before. Salary shall be divided in 24 equal installments for all 12-month employees.

Employees working less than 12 months shall have the opportunity to sign a Voluntary Pay Period Request form to be paid in 24 equal installments or be paid according to Wisconsin State Statute.

### **WORK RULES**

*Please refer to the following as found in the District Policy Manual.*

*Policy 743 Acceptable Use of Networked Computers, Electronic Email, and Internet Safety Policy*

*Policy 524.2 Code of Conduct for all River Valley Employees and Elected Officials*

*Policy 524.3 Sexual Harassment*

*Policy 524.1 Drug Use by Employees Engaged in the Performance of a Federal Grant  
Cross Reference Drug Free Workplace Act of 1988: Chapter 961, Section 125.09, Wisconsin Statutes*

### **All Employees**

All employees of the River Valley School District are expected to conduct themselves in a professional manner. The school nurses, psychologist, social worker, special education aides, substitutes, and teachers are responsible for maintaining a current license or certificate as required by the laws of the State of Wisconsin.

The Board agrees to furnish all staff with a written copy or their location of all rules, regulations, and policies now in effect or when they become effective.

After seeking approval by the Board or its designee, employees may participate in professional meetings for the purpose of improving and stimulating their professional growth. Participation shall be in accordance with Board rules, policies, and statutory requirements. The Board or its designee will pay necessary expenses for these meetings as approved.

The Board shall provide all staff with a written job description of their services, duties, and obligations. The Board possesses the right to develop and/or alter the written job description.

These work rules constitute the general work rules applicable to administrators and employees of the River Valley School District. The application and implementation of these rules may vary between individuals or individual buildings due to the nature of the work or as specific circumstances require. Likewise, these work rules do not constitute the entire list of potential actions or violations for which administrators and employees may be disciplined. State and federal statutes and regulations also govern the workplace. Violations of these rules will also result in appropriate disciplinary action.

### **Administrators**

The Administrator agrees to perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations, and policies of the Board which are now existing or which may be hereinafter enacted by the Board. The Board agrees to furnish the Administrator with a written copy or their location of all rules, regulations, and policies now in effect or when they become effective.

The Administrator agrees to devote full time (unless employed in a part-time capacity) to the duties and responsibilities normally expected of the Administrator's position during the term of his or her contract. The Administrator shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the Administrator's duties and responsibilities. The Board reserves the right, solely in its own discretion, to determine whether outside pursuits or other employment interferes with the proper discharge of the Administrator's duties and responsibilities.

After seeking approval by the Board or its designee, the Administrator agrees to participate in professional meetings for the purpose of improving and stimulating the Administrator's professional growth. Participation shall be in accordance with Board rules, policies, and statutory requirements. The Board or its designee will pay necessary expenses for these meetings as approved.

The Board shall provide the Administrator with a written job description of the Administrator's services, duties, and obligations. The Board possesses the right to develop and/or alter the written job description.

Administrators must be in possession of a State of Wisconsin Administrator's license or certificate as required by the laws of the State of Wisconsin, and may be terminated if the Administrator fails to maintain the license required for his or her position.

## **TRAINING AND EDUCATION REIMBURSEMENT POLICY**

### **All Full Time Employees**

The Board or Administration may authorize employees to participate in job-related training. *Non-Probationary* Employees are eligible to apply for training benefits. The training requested must benefit the District and must be directly applicable to the employee's current job classification.

### **Authorization Requirements**

The following requirements must be met before any training reimbursement shall be considered:

- All training that involves college credit shall meet the requirements of the tuition reimbursement policy as set forth below.
- All training not involving college credit shall meet the requirements of the non-college credit education and training policy as set forth below.

### **Credit Advancement Policy**

Determination of credit advancement shall depend upon the benefit the District can reasonably be expected to obtain from the employee's completion of the course. Salary Credit Advancement is subject to the following provisions:

- Employees must submit the Credit Advancement Form 30 days prior to the beginning of the course.
- Credit advancement will be applied providing the completion grade is an A or B.
- Classes that are taken as "audit" or that result in an "incomplete" will not be eligible for credit advancement.

1. Applicants must submit legible copies of college/university grade card/report indicating the applicant's name, school term, course name(s), grade(s), and credit(s) for the term.

2. Beginning July 1, 2014 upon completion of preapproved credit and verification of grade, employees will receive salary advancement of \$200 per credit applied to their base salary.

3. Teachers working on a Professional Development Plan (PDP) approved by administration will be advanced a total of six (6) credits in two stages of three (3) credits each.

4. Teachers earning National Board Certification (10 year license) will be advanced six (6) credits upon certification and six (6) credits at the end of year five of the certification for a total of twelve (12) credits.

5. Continuing Education Units (CEUs) are eligible for credit advancement. One (1) credit is equal to 15 CEU hours.

- Reimbursements for approved credits will be made once the official documentation has been submitted to the human resource office and paid in accordance with the following dates:

Deadline	Pay Period
SEPTEMBER 1 <sup>ST</sup>	SEPTEMBER 20 <sup>TH</sup>
FEBRUARY 1 <sup>ST</sup>	FEBRUARY 20 <sup>TH</sup>
JUNE 1 <sup>ST</sup>	JUNE 20 <sup>TH</sup>
OCTOBER 1	OCTOBER 20
APRIL 1	April 20

- The District will not duplicate payments for educational expenses supported by outside sources including but not limited to scholarships, grants, and tuition discounts.

### **CURRICULUM WORK/STAFF DEVELOPMENT OUTSIDE OF CONTRACTED HOURS**

The District Administrator and/or his/her designee may approve curriculum work or staff development experiences. Effective October 1, 2014, teachers will be paid the rate of twenty-two dollars (\$22.00) per hour for approved work outside their contracted hours. Non-Exempt Hourly staff members will be reimbursed based on the wages and hours of their employment contract or agreement.

### **TEACHING LOAD**

The normal teaching assignment for middle school or high school is 6 assignments per day. Assignment of the above classes shall be at the discretion of the Administration. Teacher salary and benefits will be prorated based on the percent of time a teacher is scheduled for work.

Whenever conditions require a teaching load in excess of that provided herein, the teacher shall receive additional compensation equivalent to fourteen and two-sevenths per cent (14.2857) of that teacher's salary for each assignment beyond those provided herein and will be paid only to those teachers who give up their preparation period with their approval.

Classroom teachers in Grades PK-5 will be guaranteed weekly preparation time during specials (i.e. music, art, P.E, L.M.C.) of not less than 210 minutes total. All other teachers in grades PK-5 will be guaranteed weekly preparation time of not less than 210 minutes. Acceptance of this preparation time is voluntary.

### **SUBSTITUTE/HOME BOUND**

Substitutes shall be hired if possible in all cases when teachers (including special teachers) are absent. In the event a substitute cannot be found and a regularly employed teacher is asked to substitute, he/she shall receive compensation at the rate of \$22 per class period during their prep period and/or duty free lunch period.

If a teacher provides Homebound Instruction outside of the school day, the pay shall be at a prorated per diem rate. Mileage shall be paid at the IRS rate.

### **EXTENDED CONTRACTS**

Teachers shall be issued a separate contract for days beyond the school year calendar. Pay for the additional days agreed upon shall be based on the rate of twenty two dollars (\$22) per hour. The District Administrator and/or his/her designee shall designate such teachers.

## **PROBATION**

### **Teacher**

All newly hired teachers shall serve a probationary period for 8 quarters. This may be extended for an additional 4 quarters if deemed necessary by the building administrator or their evaluator and approved by the board.

### **Non-Exempt Hourly Employees**

Non-Exempt Hourly Employees will serve a probationary period of 60 working days. By mutual agreement between the employee and their supervisor, this may be extended to 90 working days, if the employee receives a less than satisfactory evaluation during the employee's initial 60 working days probationary period.

## **TEACHER ACTION PLAN**

1. An Action Plan can be developed at any point during the school year.
2. The WI Department of Public Instruction has indicated that the Educator Effectiveness system can be used as one piece of data to inform local human resource decisions.
3. An action plan shall be based on objective (observable or measureable) evaluative information focusing on a performance deficiency or deficiencies and should be clearly defined and detailed in the plan.
4. An action plan shall include the following elements:
  - a. A detailed description of the behavior or behaviors in question.
  - b. A rationale connecting the performance deficiency or deficiencies described in (a) above to Standards for Nonrenewal of Teachers described in the Employee Handbook.
  - c. A detailed list of actions that the teacher and administrator will take to correct the performance deficiency or deficiencies in question.
  - d. A timeline that includes both parameters regarding the anticipated beginning and end date of the action plan (this does not preclude an extension if the Administrator believes an extension is necessary) and when the teacher and administrator will meet during the action plan process (no less than monthly) to review progress and provide corrective feedback.
5. The development of an action plan does not preclude disciplinary action as sometimes certain issues may not fall into one category or another. As an example, a teacher's difficulty in maintaining a classroom environment conducive to learning may also result



in a child being injured because of inadequate supervision. An action plan designed to assist the teacher in maintaining the classroom environment would not preclude the Administration from issuing a letter of reprimand for that specific incident.

6. A signature denoting receipt of the action plan from all parties involved including, at a minimum, the Teacher, his or her representative if desired, the Administrator, and the District Administrator.
7. A teacher has the right to file a written reply or response to the action plan and that reply or response can be placed in the teacher's personnel file upon request.

### **STANDARD FOR DISCIPLINE AND TERMINATION**

A non-probationary employee may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook. "Cause" is defined as the following:

- A. There is a factual basis for the discipline or termination:

The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and

- B. Reasonableness of the penalty:

The particular discipline or termination imposed by the District must not be unreasonable.

In the event of misconduct, the District reserves the right to discipline, and, if necessary, terminate any employee in accordance with this Handbook, District Policy, and any applicable state statutes.

Discipline may result when an employee's actions fall short of generally accepted standards of professional behavior or violate a policy or rule, when an employee's performance is not acceptable, or the employee's conduct is detrimental to the interests of the School District. Typically, disciplinary action will involve these four steps: verbal reprimand, written reprimand, suspension with or without pay, and termination of employment, however, specific disciplinary actions will depend on the behavior and frequency of occurrences. Some serious employee behaviors may lead to suspension or termination without following the progressive discipline steps. The District reserves the right to impose disciplinary action as may be appropriate in particular circumstances.

The following standards apply:

Copies of any disciplinary material(s) shall be provided to the employee before or at the same time such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material as stipulated in Section 103 .13, WI Stats.

### **REPRESENTATION**

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

### **STANDARD FOR NON-RENEWAL OF TEACHERS**

Teachers employed in the District are subject to non-renewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. Such non-renewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats. and is not covered by the grievance procedure under this Handbook.

118.22 Wis. Stats. sets out the procedures the district must follow in order to non-renew a teacher's contract. In order to demonstrate that its decision is performance based, the District must give the teacher notice that their performance is perceived as deficient and advise the teacher as to why his or her performance is not deemed acceptable.

Performance deficiencies include:

1. Not following the DPI Educator Effectiveness Model;
2. Deficient subject matter knowledge;
3. Lack of adherence to applicable standards;
4. Inability to maintain a classroom environment conducive to learning; and
5. Inability to maintain professional human relation skills.

Thus, in addition to notice of the perceived deficiencies, the Administration shall give the teacher advice as to how to correct the performance concerns and time to correct them. If the teacher fails to improve sufficiently in meeting the identified performance concerns, the administration shall make a recommendation to the Board to non-renew unless the non-renewal is contrary to public policy or is motivated by the fact that the teacher is a member of a protected group as identified in the WI Fair Employment Act or Federal Law. A majority vote of the full Board (5 votes) is required to non-renew a teacher's contract.

### **REDUCTION IN FORCE - TEACHERS**

It is the Board's intention to provide reasonable continuity of employment to all regular full and part time employees. However, the Administration may recommend to the Board that a reduction in the workforce is necessary when one or more of the following circumstances are present:

- a. A decrease in student enrollment within a specific grade level, program area or within the School District.
- b. Loss of operating revenues.

- c. An elimination of a program(s) or change in delivery of services.
- d. The return of a teacher from a leave of absence.
- e. Other legitimate reasons which the Administration, upon its discretion, determines that a reduction in staff is required.

### **Selection for Reduction**

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

#### A. Step One - Attrition:

Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reducing staff.

#### B. Step Two - Volunteers:

Volunteers will be solicited prior to reduction. Requests for volunteers will be sent to employees within the job classification(s), grade level(s), program area(s), department(s), and/or certification area(s) identified for a reduction. An employee who volunteers under this section must put his/her request in writing and submit it to Central Office within 5 working days of the District's notification. Volunteers will only be accepted by the District if, in the District's opinion, the remaining employees in the job classification are licensed and qualified to perform the remaining work. Volunteers will be treated as a District directed layoff under this section of the Handbook, and the District will provide the volunteer(s) with a written confirmation of layoff.

#### C. Step Three - Selection For Reduction/Layoff:

The Administration will recommend to the Board employee(s) identified for layoff. The Administration shall utilize the following criteria, which are all equal in importance, for determining the employee(s) for layoff:

- a. Educational Needs of the District.
- b. Qualifications of the Remaining Employees in the Certification Area, Department or Classification:

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 Administration subject to final Board approval. These experiences shall include, but are not limited to, length and range of an employee's experience both within and outside the District, the range of skills, certification or licensure, additional training, educational attainment, performance evaluation, and professional investment to the District outside the employee's immediate role.

## **REDUCTION IN FORCE, POSITIONS & HOURS - NON-EXEMPT HOURLY EMPLOYEES**

### **Reasons for Layoff**

In the event the Administration determines to reduce the number of positions (full layoff) or the number of hours in any position (partial layoff), the following shall apply. Layoffs shall be made only for reasons asserted by the Administration.

### **Layoff Notice**

The Administration will give at least ten (10) working days notice of layoff. The layoff notice shall specify the effective date of layoff and the reasons for the layoff.

### **Selection for Reduction**

Individual employees shall be selected for layoff according to the following steps:

1. Attrition:

Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that is administratively feasible in implementing layoffs.

2. Volunteer(s):

The District will provide the volunteer(s) with a layoff notice. Requests for volunteer(s) will be sent to Non-Exempt Hourly employee(s) within each job category. An employee who volunteer(s) to be laid off will put her/his request in writing. Volunteer(s) will only be accepted by the District if, in the District's opinion, the remaining employee(s) in the job category are qualified to perform the remaining work.

3. Selection for Reduction/Layoff:

The needs of the district will determine which employee(s) are selected for layoff or reduction in hours.

### **Reduction in Hours**

Employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined as reimbursable leave and vacation. Economic provisions will be prorated after reduction.

## **ADMINISTRATOR DISCIPLINE AND DISCHARGE UNSATISFACTORY PERFORMANCE**

Administrators whose performance is deemed unsatisfactory may be nonrenewed under the procedures described in Wis. Stat. sec. 118.24.

In lieu of discharge or nonrenewal, the Board, in their discretion, may elect to pursue other remedial options including but not limited to the establishment of performance plans, demotion, salary or wage reduction or attendance at conferences or programs intended to assist the employee in the performance of his or her responsibilities.

### **Termination**

Contracts will, at the Board's discretion, expire on the date of the death of the Administrator, the expiration date of the Administrator's contract, or the end of any month in which any of the following events occur:

- A. Inability of the Administrator to perform the essential functions of his or her position.
- B. Any misstatements, misrepresentations or omissions of material fact on the application form and/or during any interview for the position for which the Administrator was hired.
- C. Misconduct.

Administrators may be dismissed by the Board for reasons which are not arbitrary or capricious provided that the Administrator has received written notice from the Board of its intent to dismiss and the reason or reasons for dismissal. Dismissal is subject to the grievance procedure.

### **Termination by Mutual Consent**

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

### **Liquidated Damages**

In the event the Administrator breaches his or her contract by termination of services during the term of his or her contract, the sum of \$1,800 is determined to be the reasonable liquidated damages which the parties, looking forward, reasonably anticipate will follow such a breach. Liquidated damages will be reduced by 50% if the Administrator seeks release from his or her contract at least 30 days prior to the requested release date and continues to actively work in his or her position during that time (leave may not comprise any of that time). Nothing in this section shall be construed to require the Board to grant an Administrator a requested release during the term of his or her contract.

The following employees who terminate their employment with less than 30 days notice shall be assessed the following in liquidated damages:

School Nurse (60% or 100% positions) \$500  
Network Administrator \$800

### **GRIEVANCE PROCEDURE**

Grievances may be filed in accordance with the procedures described in this section with respect to discharge, discipline or issues pertaining to workplace safety. Any employee may initiate a

grievance. A representative of his or her choice may represent an employee at all stages of the grievance procedure.

### **Definitions**

1. Grievance: A complaint arising from termination, discipline or issues pertaining to workplace safety.
2. Bifurcation: Splitting the case into more than one element to deal with issues independently. Example: If a grievance has a timeliness issue, it may be addressed prior to the violation being grieved.
3. Consolidation: For multiple grievances which relate primarily to the same subject matter or issue, the joining of the grievances for procedural and hearing purposes.
4. Days: Unless otherwise specifically stated, for purposes of this policy, shall mean calendar days. The time limits provided for herein are substantive and a grievant's failure to process a grievance within the time limits stated herein shall be deemed a waiver and settlement of the grievance unless, if mutually agreed upon by both parties in writing, time limits are waived or extended.
5. Employee: All employees of the District. For employees in collective bargaining units, the grievance procedure in any collective bargaining agreement that predates this policy shall supersede this policy for the duration of the agreement.
6. Employee Discipline: Includes suspension (either paid or unpaid) or a reprimand that is placed in the personnel file. Employee discipline does not include letters of performance expectations or performance improvement plans, evaluations or performance reviews of employees, transfers, demotions or changes in job assignments or placement on paid administrative leave such as during an investigation pending a decision leading to discipline.
7. Termination: Discharge from employment for rule violations, unsatisfactory performance or misconduct. Termination does not include voluntary quit, layoff and/or workforce reduction, failure to be recalled from layoff, job abandonment (e.g., failure to report for work or return from a leave), resignation in lieu of discharge, termination due to lack of appropriate licensure, medical condition or other inability to perform job duties, end of employment of a temporary, seasonal or contract employee, retirement or nonrenewal under Wis. Stat. secs. 118.22 or 118.24.
8. Workplace Safety: A violation of a state or federal regulation on health and/or safety standards in the workplace that is applicable only to the safety of an employee or employees and not the endangerment of property.

### **Procedure**

Employees are encouraged to attempt to resolve disputes informally with their immediate supervisor. However, informal attempts to resolve disputes shall not impact the timeliness requirements of the grievance process in the absence of mutual written agreement.

### **Initial Filing**

#### **Discipline and Termination**

In cases of termination or discipline, the employee must file his or her grievance on the form provided by the District with the District Administrator within ten (10) days of the date the notice of discharge or discipline, was sent or given.

The District Administrator shall either refer the grievance to the grievant's building principal or other administrative supervisor (e.g., the Business Manager, HR Director, etc.) within 3 business days of receipt of the grievance or shall, in his or her discretion, personally handle the matter. The administrative supervisor or District Administrator shall meet with the grievant and/or the grievant's designated representative within 10 days after receiving the written grievance. The administrative supervisor or District Administrator shall respond in writing to the written grievance within 10 days of the meeting or, if the administrative supervisor or District Administrator determines that further investigation is warranted, at a later date as determined by the administrative supervisor or District Administrator but in no event later than 60 days after receiving the written grievance. If further investigation is warranted, the administrative supervisor or District Administrator shall notify the grievant in writing of the investigation within 10 days of the meeting.

If the grievant is not satisfied with the written response, the employee must request in writing a hearing within 10 days of the date the response, was sent or given. If no written response is provided in the above timeframe, the employee must request in writing a hearing within 15 days of the meeting with the administrative supervisor or District Administrator or, if the administrative supervisor or District Administrator has notified the employee of a further investigation, within 65 days of the date of the notification. The request for a hearing shall be on a form or forms provided by the District and shall be filed with the District Administrator.

### **Workplace Safety**

For issues pertaining to workplace safety, the employee must first bring the safety concern to his or her immediate supervisor in writing within 10 days of the date on which the issue arises. The supervisor shall respond to the concern in writing within 10 days.

If the employee is not satisfied with the response, the employee shall file his or her grievance on the form provided by the District with the District Administrator within 5 days of the date the supervisor's response was sent or given or, if no written response is received from the employee's immediate supervisor, within 15 days of the date of the filing of the concern with the immediate supervisor.

The District Administrator shall either refer the grievance to the grievant's building principal or other administrative supervisor (e.g., the Business Manager, HR Director, etc...) within 3 business days of receipt of the grievance or shall, in his or her discretion, personally handle the matter. The administrative supervisor or District Administrator shall meet with the grievant and/or the grievant's designated representative within 10 days after receiving the written grievance. The administrative supervisor or District Administrator shall respond in writing to the written grievance within 10 days of the meeting or, if the administrative supervisor or District Administrator determines that further investigation is warranted, at a later date as determined by the administrative supervisor or District Administrator but in no event later than 60 days after receiving the written grievance. If further investigation is warranted, the administrative supervisor or District Administrator shall notify the grievant in writing of the investigation within 10 days of the meeting.

If the grievant is not satisfied with the written response, the employee must request in writing a hearing within 10 days of the date the response, was sent or given. If no written response is provided in the above timeframe, the employee must request in writing a hearing within 15 days

of the meeting with the administrative supervisor or District Administrator or, if the administrative supervisor or District Administrator has notified the employee of a further investigation, within 65 days of the date of the notification. The request for a hearing shall be on a form or forms provided by the District and shall be filed with the District Administrator.

### **Administrative Supervisors**

In the event an administrative supervisor has a grievance, he or she shall file the initial grievance, whether the grievance pertains to termination, discipline or workplace safety, with the District Administrator, who shall process the grievance utilizing the same timelines and procedures as are set forth above for grievances from other employees grieving discipline or discharge.

### **District Administrator**

Grievances by the District Administrator shall be filed with the President of the School Board and the Board will exercise the same functions as are exercised by administrative supervisors or the District Administrator for grievances filed by other employees. The same timelines and procedures shall apply except that, if the District Administrator is not satisfied with the Board's written response, the request for a hearing shall be filed with the President.

### **Consolidation of Grievances**

In the event more than one employee files a grievance related to the same facts or subject matter, the grievances may be consolidated.

### **Hearings**

Within 15 days of the District Administrator or Board President receiving the hearing request or the next regular Board meeting, whichever is later, the School Board shall appoint an impartial hearing examiner to hear the grievance. The impartial hearing officer shall be an attorney licensed to practice law in the State of Wisconsin or other individual with experience and expertise in public sector labor relations.

Upon appointment, the hearing officer shall set a hearing date, and inform both the employee and the District Administrator of the hearing date. If the District Administrator is the grievant, the hearing officer shall notify the Board President. The hearing shall be held within 30 days after appointment of the hearing officer. In the event of a bifurcated hearing, the first hearing shall be held within 30 days after appointment of the hearing officer.

The hearing officer shall conduct the hearing informally and impartially in such manner as he or she deems best calculated to ascertain the correctness of the allegations of the grievance. The District may request bifurcation of the grievance if timeliness or other issues not relating to the merits of the case are in question. A record shall be made of the hearing in such form as the hearing officer determines is appropriate but shall, at a minimum, include an audiotape of the hearing and preservation of all written materials presented at the hearing.

The hearing officer will abide by the following guidelines:

1. Rules of evidence and procedure as applicable in civil and criminal cases do not apply. (Example: A second party may share what they heard, which could be considered



- “hearsay” in other legal proceedings.)
2. The scope of authority is limited to the issue in question of the specific case. A broad decision that would bring into play other policies and issues is not within the authority of the hearing officer.
  3. The grievant shall have the burden of proof on all issues.

The hearing officer shall have the authority, after having heard whatever evidence he or she deems sufficient, to act as follows:

- a. Uphold the termination of the employee.
- b. Uphold the discipline imposed on the employee.
- c. Reduce the original penalty.
- d. Dismiss the grievance.
- e. In work safety cases, if the hearing officer determines that a safety hazard exists, the hearing officer may enter such orders as are reasonably necessary to remedy the safety hazard or, if the hearing officer determines that no safety hazard exists, may dismiss the grievance.
- f. In discipline and termination cases, if the hearing officer determines, based on an arbitrary and capricious standard, that the evidence does not support the disciplinary action taken or the termination, the employee may be reinstated, and the hearing officer may order that the employee be paid and/or reimbursed for all or part of his or her salary and benefits, may order that a letter, indicating that the disciplinary action was reversed and that the specific charge should not be considered in any future actions, be placed in the employee’s personnel file, or may order that the employee’s personnel file be expunged of all material relating to the discharge or discipline or any combination of the foregoing.
- g. The hearing officer’s decision shall be in writing and shall be served by first class mail upon the grievant and the District Administrator or Board President and representatives for the grievant and District, if any.

The grievant or, on behalf of the District, the District Administrator or Board President, may appeal the hearing officer’s decision to the School Board. Any appeal of the hearing officer’s decision shall be made in writing on a form or forms provided by the District within 15 days of the date of the hearing officer’s written decision.

The Board shall review the record of the hearing within 30 days of the receipt of the appeal and issue a written decision within 10 days thereafter. The Board shall have the right to affirm, modify or overrule the hearing officer’s decision in whole or in part or it may remand the grievance to the hearing officer with directives as determined to be appropriate by the Board. The Board shall not hold any hearing or accept any additional information or evidence on the grievance but shall base its decision exclusively on the record of the hearing. The Board may, in its exclusive discretion, permit written arguments to be filed by or on behalf of the grievant or District Administrator or President. If written arguments are permitted, the appeal timeline for review of the record shall be extended from 30 to 90 days.

The decision shall be served by first class mail upon the employee, the District Administrator or Board President, and their representatives, if any.

### **LIQUIDATED DAMAGES**

## **Teaching Staff**

If an employee breaches said contract by failing to appear, unless excused from the District Administrator or resigns before the end of the term hereunder, no further salary installments will be due. After a contract is executed by both parties no resignation will be accepted without the approval of the School Board. The Board may refuse to accept a resignation or may condition acceptance of a resignation on the payment of liquidated damages to help cover the District costs for seeking a replacement according to the following schedule:

~~\$250.00 after July 1<sup>st</sup>~~  
~~\$350.00 after August 1<sup>st</sup>~~  
~~\$800.00 after August 20<sup>th</sup>~~

\$750 on or after June 16  
\$1,500 on or after July 1  
\$3,000 on or after August 1

The Board reserves the right to waive the aforementioned damages in the event of extenuating circumstances (e.g., health reasons, incapacity, negotiated resignation, etc.).

## **VACANCIES AND TRANSFERS - NON-EXEMPT HOURLY EMPLOYEES**

### **Job Posting**

When a position becomes vacant or a new position is created, notice of such available position shall be posted for up to fourteen (14) calendar days on all designated building bulletin boards and emailed to all Non-Exempt Hourly Employees.

The notice will include the date of posting, job requirements, classification, position description, work hours, pay rate, location, start date, qualifications required for the position, and shall be signed by the District Administrator.

In the event a position is filled internally by an employee in that job classification, the District may use the applicant pool for the newly vacated position to fill the vacancy created by the transfer of the internal applicant. The District shall provide a five (5) day internal posting period for the newly vacated position to seek an internal applicant pool.

### **Applicant Selection**

The Administration retains the right to select the most qualified applicant for any position based upon the stated job descriptions (this restriction does not prohibit the Administration from considering qualifications related to the position and that exceed those minimum qualifications listed in the job description(s)). The term applicant applies to both internal and external candidates for the position.

### **Involuntary Transfers**

No employee will be involuntarily transferred by the Administration without a conference followed by a written notice from the District Administrator which will include the reasons for

the transfer.

### Voluntary Transfers

An employee who desires a change that is posted or who desire a transfer to a position that is posted to another building, may file a written statement of such desire with the District Administrator within the posting period. Such statement shall include the position to which the employee desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

## **VACANCIES, TRANSFERS AND REASSIGNMENTS - TEACHING STAFF**

### Job Posting

Notices of vacancies, including extracurricular positions, will be posted for a period of up to fourteen (14) calendar days on the official bulletin board in each school, on the District's web site and emailed to teaching staff. Internal candidates will be given first consideration for any vacancy before external candidates are considered, but they will not be guaranteed a transfer or new position. Vacancies are positions open by retirement, termination, and/or resignation.

Such notices shall contain the date of posting, a description of the position, name, and location of the school, requirements of the position, name of the person to whom the application is to be returned, and date by which the application is to be returned.

~~Teachers who desire a change that is posted in grade and/or extra duty and/or subject assignment or who desire a transfer that is posted to another building, may file a written statement of such desire with the District Administrator within the posting period. Such statement shall include the grade and/or extra duty and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.~~

### Voluntary/Involuntary Transfer/Reassignment

If the District Administrator in his/her reasonable judgment so determines, such a transfer or reassignment may be made.

Reasons for such action will be presented in writing to the teacher(s) involved.

A teacher transferred or reassigned, will maintain his/her accumulated length of service for consideration in staff reduction.

No employee will be involuntarily transferred by the Administration without a conference followed by a written notice from the District Administrator which will include the reasons for the transfer.

Teachers who desire a change that is posted in grade and/or extra duty and/or subject assignment or who desire a transfer that is posted to another building, may file a written statement of such desire with the District Administrator within the posting period. Such statement shall include the grade and/or extra duty and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

## **PERSONNEL RECORDS/PERFORMANCE REVIEWS/EVALUATIONS**

The River Valley School District is responsible for the custody and maintenance of all personnel-related information concerning employees, including:

- Employee Applications
- Job Descriptions
- Employee Evaluations
- Credits Earned for Continuing Education
- Employee Grievances
- Employee History
- Employee Benefits
- Employee Work Records
- Social Security Number
- Tax Records
- Other Pertinent Information

Information contained in an employee's personnel file is considered a public record unless otherwise provided by law or in the event it is determined that an employee's interest in privacy outweighs the public's interest in disclosure of a specific record.

Secret files on employees will not be kept. The employee's file will be made available upon request by the employee; but such access shall be under close supervision to assure that the file is not altered. Memoranda concerning poor performance or misbehavior will be directed to the employee and discussed with the employee prior to insertion in the official personnel file. Documentation of a verbal counseling session is acceptable if a copy of the documentation is directed to the employee and also a copy sent to the official personnel file.

Employee records will be updated as necessary.

### **EVALUATION - ADMINISTRATION**

The Board or its designee shall evaluate, in writing, the performance of all Administrators at the end of his/her first year of employment in the District and annually thereafter. The Board or its designee may, at its own discretion, evaluate Administrators on a more frequent basis than that provided for in the first sentence of this paragraph. The District Administrator will be evaluated by the Board. The Business Manager will be evaluated by the District Administrator. The District Administrator will follow the Educator Effectiveness System to evaluate Building Principals.

### **EVALUATION - NON-EXEMPT HOURLY EMPLOYEES NOT COVERED BY EDUCATOR EFFECTIVENESS**

Non-Exempt Hourly Employee staff and other staff not covered by Educator Effectiveness shall be evaluated annually.

### **EVALUATION – TEACHING STAFF**

The district views teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members.

Administration will follow the Educator Effectiveness System to evaluate teaching staff.

All monitoring and observation of the performance of either probationary or non-probationary teachers shall be conducted openly and with full knowledge of the teacher. Additional observations may be made if deemed necessary by the respective evaluator.

The teacher shall have the right to answer or address any material filed.

A teacher may appeal the final summary decision to the District Administrator.

### **Other Evaluations and Observations**

Administration reserves the right for evaluation of information or comments covering and concerning any teacher's actions involved in a teaching or non-teaching situation. If such action occurs on school property, and/or at a school function, and is in violation of any District policies, this information may be put in the teacher's file at the discretion of the administration. The teacher will be given a chance to answer or address such information.

### **RETIREMENT**

Retirement/Reimbursable Day Payback - Any Non-Exempt Hourly Employee who voluntarily retires with more than ten (10) years of service will receive pay of up to 160 hours at their hourly rate based upon their accumulated reimbursable leave. This Payback will not be available to employees who are discharged or terminated. This benefit expires June 30, 2017.

### **Retirement for Teachers**

Teachers who retired on or before June 30, 2013, shall continue to receive the benefits as described in the relevant collective bargaining agreement in accordance with the terms of the relevant agreement.

**FIGURE 1 - 2016-17 EXTRACURRICULAR SALARIES**











**FIGURE 2 - 2016-17 CALENDAR**

**EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGMENT**

I acknowledge that I have received and read the River Valley School District Employee Handbook and understand the provisions contained herein. I understand that the terms described in the Employee Handbook may be altered, modified, changed, or eliminated by the district at any time, with or without prior notice. The Board will endeavor to modify the handbook no more frequently than annually. However, circumstances, including but not limited to, changes to the law may cause more frequent modifications that are in the best interest of the district.

The Employee Handbook applies generally to all employees except where expressly noted.

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

PRINT FULL NAME: \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_

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

WITNESS: \_\_\_\_\_