



Professional Educator Handbook

Ripon Area School District

P.O. Box 991

Ripon, WI 54971 920-748-4600

www.ripon.k12.wi.us

Approved by the Ripon Board of Education on June 17, 2024

Ripon Area School District

Mission, Vision, and Belief Statements

Approved October 2018



RASD Mission Statement

Empowering learners, engaging community, enriching the world

RASD Vision Statement

**One of Wisconsin's finest school districts,
fostering excellence for all through innovation.**

RASD Core Values

**Integrity: Exemplifying honesty and trustworthiness while adhering to
high moral principles**

Excellence: Striving for the utmost quality in any endeavor

**Commitment: Devoting full energies and talents to
successfully complete undertakings**

**Collaboration: Working together inclusively toward a positive outcome,
locally and globally**

Innovation: Taking initiative and risks to seek better solutions

**Kindness: Treating ALL others and self with consideration and
generosity**

Ripon Area School District Beliefs and Guiding Principles

Developed July 2018



RASD Beliefs and Guiding Principles

I. ABOUT LEARNERS AND LEARNING

1. All learners can learn
2. Learners acquire knowledge in different ways and different rates
3. Successful learning breeds continued success, which influences esteem, attitude, and motivation
4. Mistakes are inherent in the learning process
5. Learning and curiosity are basic human drives
6. Learners require positive and validating relationships with teachers
7. Learner wisdom is enhanced by meaningful, real-life experiences requiring complex thinking
8. Learning is engaging and rewarding
9. Learning is fostered by frequent, formative feedback
10. Learning is future-focused

II. ABOUT TEACHERS AS LEARNING FACILITATORS

1. Learning Facilitators are models of continuous learning and improvement
2. Learning Facilitators inspire, motivate, and empower learners
3. Learning Facilitators is collaborative and involves ongoing learning
4. Learning Facilitators create the foundation for a safe, welcoming, and joyful classroom community
5. Learning Facilitators are knowledgeable and competent in pedagogy and human development
6. Learning Facilitators reflects the current research on learning and cognition
7. Learning Facilitators relate to and connect with learners
8. Learning Facilitators and learning are a cause and effect relationship
9. Learning Facilitators are the single most important factor in learners' understanding
10. Learning Facilitators are future-focused

III. ABOUT LEARNING COMMUNITIES

1. Students, families, staff, and the community are partners in educating Ripon students
2. Learning Communities align all systems, policies, and practices to support the principles that learners acquire knowledge in different ways and at different rates
3. Learning Communities have high expectations for all learners and staff
4. Learning Communities embrace reasoned analysis and strive for continuous improvement
5. Learning Communities encourage and support risk taking and innovation
6. Learning Communities have a clear, shared purpose and direction
7. All members of the Learning Community are committed to the mission and vision and empowered to achieve it
8. Communication in Learning Communities is frequent, open, and transparent

9. Learning Communities are inclusive and embrace diversity
Learning Communities are future-focused

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Table of Contents

Table of Contents.....	5
I. INTRODUCTION.....	7
A. WELCOME.....	8
B. DISCLAIMER.....	8
II. EMPLOYMENT POLICIES.....	9
A. ANTI-HARASSMENT POLICY.....	9
B. NONDISCRIMINATION POLICY 2260.....	12
C. COMMUNICATIONS AND SUGGESTIONS.....	19
D. CONFLICT OF INTEREST AND ETHICAL STANDARDS.....	20
E. DRUG-FREE WORKPLACE.....	20
F. EQUAL EMPLOYMENT OPPORTUNITY.....	20
G. IMMIGRATION LAW COMPLIANCE.....	22
H. OUTSIDE ACTIVITIES OF STAFF.....	22
I. PERSONNEL FILES.....	22
J. POLITICAL ACTIVITIES OF STAFF.....	23
III. EMPLOYMENT CONDITIONS.....	23
A. EMPLOYEE EXPECTATIONS.....	23
B. EMPLOYEE WORK DAY/HOURS OF WORK.....	31
C. EMPLOYEE RESPONSIBILITIES.....	33
D. EMPLOYEE PERFORMANCE AND EVALUATION.....	36
E. EMPLOYEE STATUS.....	36
IV. COMPENSATION.....	39
V. BENEFITS.....	41
A. DISTRICT PROVIDED BENEFITS.....	41
B. VOLUNTARY BENEFITS.....	44
C. VOLUNTARY RETIREMENT.....	45
D. WORKERS' COMPENSATION.....	45
VI. TIME OFF AND LEAVES.....	46
A. PAID LEAVE DAYS.....	46
B. FAMILY AND MEDICAL LEAVE ACT.....	51
C. LEAVES OF ABSENCE.....	51
VII. EXTRA-CURRICULAR ACTIVITY ASSIGNMENTS.....	53
A. LETTER OF ASSIGNMENT.....	53
B. WORK SCHEDULE.....	53
C. EVALUATION.....	53
D. VOLUNTEERS.....	53
EMPLOYEE ACKNOWLEDGEMENT FORM.....	53

I. INTRODUCTION

A. WELCOME

We are pleased to have you as a member of the faculty of the Ripon Area School District (RASD). The skills and commitment each employee brings to his/her job makes an important contribution to our goal of providing excellence in education to the students and families of the RASD. It is the District's responsibility to provide for the public education of students from 4-year-old preschool (4PS) through twelfth grade. We offer a variety of schools, sites, programs, and activities that embody our commitment of giving more choices in order to achieve better results. The school system is governed by a nine-member Board of Education elected at-large for 3-year terms by the residents of the District. The Superintendent is responsible for overall administration of the schools and implementation of Board policies. An RASD employee can expect a fair and equitable salary, competitive benefits, and the opportunity to be a part of the best that public education has to offer. We are pleased to have you as a member of our team and hope that you find that the satisfaction gained from doing your job matches the effort you put into your work.

It is each employee's responsibility to read and become familiar with this information and to comply with the policies adopted by the Board and the administrative guidelines available electronically on the District website, as well as the rules and regulations contained herein. Any section in the handbook that is governed by a Board policy will provide the policy number in parentheses for easy access.

This Professional Educator Handbook has been written to provide information and guidance to faculty members. Given the reality of a complex, ever-evolving organization, the information in this handbook is not all-inclusive. We recognize that employees are bound to have many questions relating to their specific position or responsibilities. You are encouraged to direct any specific inquiries you may have to your immediate supervisor.

B. DISCLAIMER

This Professional Educator Handbook has been prepared for informational purposes only. None of the statements, policies and administrative guidelines, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. All of the district's employees are employed at will and employment is not for any definite period, unless otherwise provided by individual contract.

Violations of the terms of the Professional Educator Handbook, policies, regulations, or guidelines may result in disciplinary action in accordance with Policy 3139, up to and including termination of employment.

The provisions set forth in this Handbook may be altered, modified, changed, or eliminated at any time by the District. This Professional Educator Handbook supersedes any and all previous handbooks, statements, policies and administrative guidelines, rules, or regulations given to employees, whether verbal or written.

This Handbook is not all-inclusive of the information for which faculty members are responsible for knowing and following. Additional publications that faculty members should follow include, but are not limited to, Board policies and guidelines, the Teacher Performance Evaluation (TPE) document, building bulletins and handbooks, the Mentoring Handbook, the Student-Teacher Handbook, curriculum guides, and the Teacher Salary and Stipend (TSS) document.

II. EMPLOYMENT POLICIES

A. ANTI-HARASSMENT POLICY

The Ripon Area School District is committed to maintaining and ensuring a working environment that is free of harassment or intimidation. The District will not tolerate any form of harassment, including sexual harassment, and will take all necessary and appropriate action to eliminate it.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a school employee that:

- A. places a school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. is sufficiently severe, pervasive, and persistent so as to create a hostile working environment which materially alters the employee's working conditions from the perspective of a reasonable person similarly situated;
- C. has the effect of substantially disrupting the orderly operation of a school or any other aspect of the District's operations.

Harassment may include, but is not limited to:

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- 1. unwelcome sexual propositions, invitations, solicitations, and flirtations;
- 2. physical and/or sexual assault;
- 3. threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other

conditions of employment or education may be adversely affected by not submitting to sexual advances;

4. unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, text messages, or social media postings;
5. sexually suggestive objects, pictures, videotapes, audio recordings, or literature, placed in the work or educational environment, which may embarrass or offend individuals;
6. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;
7. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;
8. remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;
9. consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment; and
10. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment.

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering

with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment.

Prohibited age based harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's age, being over age forty (40), and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment.

Prohibited race/color based harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race and/or color and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment.

Prohibited disability harassment occurs when unwelcomed physical, verbal, or nonverbal conduct is based upon an individual's disability, perceived disability, or record of disability, and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; or of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Any individual who believes he/she has been subjected to harassment by any other person should report that incident to a building principal or to the Superintendent. If an employee is not comfortable making a complaint to their building principal or the Superintendent, the complaint may be made to the District Compliance Coordinators. It is the intent of the District to establish an atmosphere where complaints are timely investigated and the harassment is appropriately addressed. The Board designates the following individuals to serve as the District's Compliance Officers:

Jonah Adams, Business Manager
1120 Metomen Street
Ripon, WI 54971
920-748-4600
adamsj@ripon.k12.wi.us

Emmy Jess, Pupil Services Director
850 Tiger Drive
Ripon, WI 54971
920-748-4600
jesse@ripon.k12.wi.us

The District forbids retaliation against anyone who has reported harassment or cooperates in a harassment investigation.

Policy 3362, Policy 3362.01, AG 3362, and AG 3362a

B. NONDISCRIMINATION POLICY 2260

The Board is committed to providing an equal educational opportunity for all students in the District. The Board does not discriminate on the basis of the Protected Classes in any of its student programs and activities. To see the complete Policy 2266 Nondiscrimination and Access to Equal Educational Opportunity, visit the District website or request a copy from the District office or any of the school building offices.

Protected Classes include:

- A. Race;
- B. Color;
- C. National origin;
- D. Age;
- E. Sex (including gender status, change of sex, sexual orientation, or gender identity);
- F. Pregnancy;
- G. Creed or religion;
- H. Genetic information;
- I. Handicap or disability (in accordance with Policy 1623, AG 1623A, and AG 1623B);
- J. Marital status;
- K. Citizenship status;
- L. Veteran status;
- M. Military service (as defined in 111.32, Wis. Stats.);
- N. Ancestry;
- O. Arrest record;
- P. Conviction record (In accordance with Policy 4121);
- Q. Use or non-use of lawful products off the District's premises during non-working hours;
- R. Declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters; or
- S. Any other characteristic protected by law in its employment practices.

Reporting Procedures

Students and District employees are required, and all other members of the District community and Third Parties are encouraged to promptly report suspected violations of this policy to an administrator, supervisor, or other District official so that the Board may address the conduct. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the District's Compliance Officer within two (2) days.

Members of the District community, which includes students or Third Parties, who believe they have been discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying, the Principal believes that the reported misconduct may constitute discrimination based on a Protected Class, the Principal shall report the act to one of the COs, who shall investigate the allegation in accordance with this policy. While the CO investigates the allegation, the Principal shall suspend the Policy 5517.01 investigation to await the CO's written report. The CO shall keep the principal informed of the status of the Policy 2260 investigation and provide the Principal with a copy of the resulting written report.

The COs will be available during regular school/work hours to discuss concerns related to discrimination/retaliation. COs shall accept reports of discrimination/retaliation directly from any member of the District community or a Third Party and reports that initially are made to another District employee. Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation) or designate a specific individual to conduct such a process.

The CO will provide a copy of this policy to the Complainant and the Respondent. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) days of learning of the incident/conduct.

Any District employee who directly observes discrimination/retaliation of a student is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) days. Additionally, any District employee who observes an act of discrimination/retaliation is expected to intervene to stop the misconduct unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other District employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO/designee must contact the Complainant if age eighteen (18) or older or the Complainant's parents/guardians if the student is under the age of eighteen (18) within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

District Compliance Officers (COs)

The Board designates the following individuals to serve as the District's CO's:

Jonah Adams

Business Manager

1120 Metomen Street

Ripon, WI 54971

(920) 748-4600

adamsj@ripn.k12.wi.us

Emmy Jess

Pupil Service Director
100 Ringstad Drive
Ripon, WI 54971
(920) 748-1550
jesse@ripon.k12.wi.us

The names, titles, and contact information of these individuals will be published annually in the staff and student handbooks and on the School District's website. A CO will be available during regular school/work hours to discuss concerns related to student discrimination in educational opportunities under this policy.

Investigation and Complaint Procedure

The CO shall investigate any complaints brought under this policy. Throughout the course of the process as described herein, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All complaints must include the following information to the extent known: a description of the alleged violation, the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken during the investigatory phase to protect the Complainant from further loss of educational opportunity, including but not limited to a change of work assignment or class schedule for the Complainant, tentative enrollment in a program, or other appropriate action. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO still may take whatever actions are deemed appropriate in consultation with the Superintendent.

As soon as appropriate in the investigation process, the CO will inform the Respondent that a complaint has been received. The person(s) must also be provided an opportunity to respond to the complaint. All investigations shall be commenced as soon as practicable upon receipt of a complaint and concluded as expeditiously as feasible, in consideration of the circumstances, while taking measures to complete a thorough investigation. The complaining party shall be notified in writing of receipt of the complaint within forty-five (45) days of the complaint and shall reach a determination concerning the complaint within ninety (90) days of receipt unless additional time is agreed to by the complaining party.

The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who reasonably may be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO or designee shall prepare and deliver a written report to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definitions in this Policy, as well as in State and Federal law as to whether the Complainant has been denied access to educational opportunities on the basis of one of the protected classifications, based on a preponderance of evidence standard. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The CO may consult with the Board's attorney during the course of the investigatory process and/or before finalizing the report to the Superintendent.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias or partiality, or for other reasons that impair the CO's ability to conduct an investigation, the CO may in consultation with the Superintendent or Board President, if the matter involves the Superintendent, engage outside legal counsel to conduct the investigation consistent with this policy.

Absent extenuating circumstances, within five (5) days of receiving the report of the CO or designee, the Superintendent either must issue a written decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and Respondent. The Superintendent may redact information from the decision in the event the release of information raises concerns regarding the integrity of the complaint or investigation process. The Board authorizes the Superintendent to consult with legal counsel to determine the extent to which information in an investigation report must be provided to either the Complainant or Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above. The decision of the Superintendent will be reviewed by the Board upon request.

If the Complainant feels that the decision does not adequately address the complaint s/he may appeal the decision to the State Superintendent of Public Instruction by submitting a written request to the Wisconsin Department of Public Instruction, Pupil Nondiscrimination Program, or by contacting the DPI Pupil

Nondiscrimination Program at (608) 267-9157. Any person, including the Respondent in a complaint, who is subject to disciplinary action up to and including termination as a result of a complaint may choose to file a grievance utilizing the District's grievance procedure as outlined in Policy 3340 or Policy 4340.

The Board reserves the right to investigate and resolve a complaint or report regardless of whether the member of the School District community or third party chooses to pursue the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Sexual Harassment Policy and Procedures

The Board does not discriminate on the basis of sex (including sexual orientation or gender identity), in its education programs or activities, and is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment. To see the complete Policy 5517.01 Bullying, visit the District website or request a copy from the District office or any of the school building offices.

The Board prohibits sexual harassment that occurs within its education programs and activities. When the District has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, the Board is committed to eliminating sexual harassment and will take appropriate action when an individual is determined responsible for violating this policy. Members of the School District community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. Third Parties who engage in sexual harassment are also subject to the disciplinary sanctions listed in this policy. The Board will provide persons who have experienced Sexual Harassment ongoing supportive measures as reasonably necessary to restore or preserve access to the District's education programs and activities.

The Board designates and authorizes the following individual(s) to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

Jonah Adams
Business Manager
1120 Metomen Street
Ripon, WI 54971
(920) 748-4600

adamsj@ripon.k12.wi.us

Emmy Jess
Pupil Service Director
100 Ringstad Drive
Ripon, WI 54971
(920) 748-1550
jesse@ripon.k12.wi.us

The Title IX Coordinator shall report directly to the Superintendent except when the Superintendent is a Respondent. In such matters, the Title IX Coordinator shall report directly to the Board President. Questions about this policy should be directed to the Title IX Coordinator.

BULLYING Policy 5517.01

The Board is committed to providing a safe, positive, productive, and nurturing educational environment for all of its students. The Board encourages the promotion of positive interpersonal relations between members of the school community. Bullying toward a student, whether by other students, staff, or third parties is strictly prohibited and will not be tolerated. To see the complete Policy 5517.01 Bullying, visit the District website or request a copy from the District office or any of the school building offices.

Definition of Bullying:

Bullying is defined as deliberate or intentional behavior using words or actions, intended to cause fear, intimidation, or harm. Bullying may be a repeated behavior and involves an imbalance of power. Furthermore, it may be serious enough to negatively impact a student's educational, physical, or emotional well-being. The behavior may be motivated by an actual or perceived distinguishing characteristic, such as, but not limited to: age; national origin; race; ethnicity; religion; gender; gender identity; sexual orientation; physical attributes; physical or mental ability or disability; and social, economic, or family status; however, this type of bullying behavior need not be based on any of those particular or other particular characteristics. It includes, but is not necessarily limited to such behaviors as stalking, cyberbullying, intimidating, menacing, coercing, name-calling, taunting, making threats, and hazing.

Student(s) who believe they have been or are the victim(s) of bullying should immediately report the situation to the building principal or assistant principal, or the Superintendent. Student(s) may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate administrator or Board official. Complaints against the building principal should be filed with the Superintendent. Complaints against the Superintendent should be filed with the Board President. Every student is encouraged to report any situation that they believe to be bullying behavior directed toward a student. Reports may be made to those identified above.

Board Policy 5517.01 will be annually distributed to all students enrolled in the School District, their parents and/or guardians and employees. The policy will also be distributed to organizations in the community having cooperative agreements with the schools. Additionally, the policy will be posted in conspicuous locations in all school buildings and departments within the District and discussed with students, as well as incorporated into the teacher, student, and parent/guardian handbooks. State and Federal rights posters on discrimination and harassment shall also be posted at each building. All new hires will be required to review and sign off on this policy and the related complaint procedure.

The District will also provide a copy of the policy to any person who requests it.

Cyberbullying

Cyber bullying is defined as the use of information and communication technologies including, but not limited to email, social networking sites, cell phone and paper text messages, instant messaging, defamatory online personal polling websites, to support deliberate, repeated, and hostile behavior by an individual or group, that is intended to harm others.

Student Hazing Policy 5516

The Board believes that hazing activities of any type are inconsistent with the educational process and may in some circumstances be a violation of State law. It prohibits all such activities at any time in school facilities, on school property, and at any District-sponsored activity or that event. To see the complete Policy 5516 Student Hazing, visit the District website or request a copy from the District office or any of the school building offices.

Hazing shall be defined for purposes of this policy as performing any act or coercing another, including the victim, to perform any act of initiation into any class, group, or organization that causes or creates a risk of causing mental, emotional, or physical harm. Permission, consent, or assumption of risk by an individual subjected to hazing shall not lessen the prohibitions contained in this policy.

Administrators, faculty members, and other employees of the District shall be alert to possible situations, circumstances, or events that might include hazing. If hazing or planned hazing is discovered, the students involved shall be informed by the discoverer of the prohibitions contained in this policy and shall be ordered to end all hazing activities or planned activities immediately. All hazing incidents shall be reported immediately to the Principal or Superintendent. Students, administrators, faculty members, and other employees who fail to abide by this policy may be subject to disciplinary action and may be held personally liable for civil or criminal penalties. Disciplinary action for students may include, but not be limited to, suspension and/or expulsion. Disciplinary action for staff members may be subject to any applicable terms of a collective bargaining agreement.

The individual informed of the situation shall immediately do the following:

- A. Write all information concerning the reported activity or planned activity received from the person reporting the incident to create a complete record of the initial contact with administration.

- B. Determine if any potential criminal activity has occurred, and if so contact law enforcement immediately.
- C. Determine whether the information received illustrates hazing behavior that is based on the students or any group of students' Protected Classes. sex (including transgender status, change of sex, or gender identity), race, color, national origin, religion, creed, ancestry, marital or parental status, sexual orientation or physical, mental, emotional or learning disability, or any other characteristic protected by Federal or State civil rights laws ("Protected Classes").
- D. If the conduct reported appears to be based on one (1) or more Protected Class, the Administrator shall inform the District Compliance Officer and refer to Policy 5517 – Student Anti-Harassment and proceed accordingly.
- E. If the hazing or planned hazing does not appear to be based on any Protected Classes, then the Administrator shall proceed to conduct an investigation consistent with the procedures found in Policy 5517.01 - Bullying. If at any point, information surfaces indicating that hazing activity was based on one (1) or more Protected Class, the Administrator or designee conducting the investigation shall contact the Compliance Officer and consult Policy 5517 – Student Anti-harassment.

Students, administrators, faculty members, and other employees who fail to abide by this policy may be subject to disciplinary action and may be held personally liable for civil or criminal penalties. Disciplinary action for students may include, but is not limited to, suspension and/or expulsion. Disciplinary action for staff members may be issued up to and including termination from employment. (See Policy 3139 – Staff Discipline or Policy 4139 – Staff Discipline).

C. COMMUNICATIONS AND SUGGESTIONS

The District values the comments and suggestions of its employees concerning work methods and operations. Employees should follow the chain of command when offering a suggestion, comment or concerns and thus are expected to relay suggestions or comments about their employment conditions to their immediate supervisor. As a general rule, the immediate supervisor is the person who annually evaluates in writing that employee's work service as listed in the organization chart. If a concern taken to your supervisor cannot be resolved to your satisfaction, you should only then feel authorized to discuss the item with the supervisor at the next highest level. You can expect to be redirected to follow this "chain of command" in seeking redress of a situation that affects your own personal employment situation. You may rest assured that your rights to hold and/or express opinions on school matters not directly related to your own employment conditions will be unaffected by this "chain of command" guideline.

Policy 3112 and 3112.01

D. CONFLICT OF INTEREST AND ETHICAL STANDARDS

Professional educators are expected to maintain high standards of honesty, integrity, impartiality, and professional conduct. Further, professional staff members are expected to perform their duties in a manner free from conflict of interest pursuant to §19.59 and § 946.13 Wisconsin Stats.

Policy 1130, Policy 3210

E. DRUG-FREE WORKPLACE

The District seeks to provide a safe, drug and tobacco-free workplace for all of its employees. The manufacture, distribution, dispensation, possession, or use of tobacco, alcohol, inhalants, controlled substances, substances represented to be such (i.e. fake or look-alike substances), or unauthorized prescription medication, is prohibited on school premises, in school vehicles, or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, be under the influence of, or distribute any illegal drug, unauthorized prescription medication or alcoholic beverage as defined in Wisconsin Statutes while on school premises, during working hours or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illegal drug, unauthorized prescription medication or alcoholic beverage on school premises, during working hours or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.

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

Policy 3122.01, Policy 3215, AG 3122.01

F. EQUAL EMPLOYMENT OPPORTUNITY

The Board of Education does not discriminate in the employment of professional staff on the basis of the Protected Classes.

Protected Classes include:

- A. Race;
- B. Color;
- C. National origin;
- D. Age;
- E. Sex (including transgender status, change of sex, sexual orientation, or gender identity);
- F. Pregnancy;
- G. Creed or religion;
- H. Genetic information;
- I. Handicap or disability (in accordance with Policy 1623, AG 1623A, and 1623B);
- J. Marital status;
- K. Citizenship status;
- L. Veteran status;
- M. Military service (as defined in 111.32, Wis. Stats.);
- N. National origin;
- O. Ancestry;
- P. Arrest record;
- Q. Conviction record (In accordance with Policy 4121);

- R. Use or nonuse of lawful products off the District's premises during non-working hours;
- S. Declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters; or
- T. Any other characteristic protected by law in its employment practices.

Policy 3122 and AG 3122

G. IMMIGRATION LAW COMPLIANCE

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

Policy 3111

H. OUTSIDE ACTIVITIES OF STAFF

Professional educators are expected to avoid situations in which their personal interests, activities, and associations may conflict with the interests of the District. Employees are discouraged from engaging in conflicting employment that decreases their effectiveness in serving the school district.

All school personnel are employed for a specific job in the schools. It is understood that the duties of each position shall be carried out to the satisfaction of the superintendent of schools and the principal. The board recognizes the right of each individual to improve himself/herself financially.

Personnel of the schools may receive compensation for outside activities as long as these activities do not interfere with the proper discharge of their assigned duties or do not cause poor public relations within the community. It is expected that any outside activity should be carried on in a business-like and ethical manner.

Policy 3231

I. PERSONNEL FILES

It is critical to effective human resource management and necessary for satisfaction of legal obligations that the Board maintains accurate personnel records. If an employee has a change in any of the following information, the employee is expected to contact the Payroll Office as soon as possible:

1. Legal name

2. Home address
3. Home telephone number
4. Emergency contact
5. Marital status
6. Change of beneficiary
7. Exemptions (W-4 Tax Form)

Any access granted for review and inspection of a personnel file must be completed in accordance with state law. The District shall maintain personnel records of employees and grant access to inspect or review those records as provided for in §103.13 Wis. Stats.

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

Policy 8320, AG 8320

J. POLITICAL ACTIVITIES OF STAFF

Because political activities may be disruptive, divisive, and distracting to a positive learning environment, such activities are not appropriate within the school setting. The Board prohibits political activities on all District owned and used property, within all school buildings, in school buses and vehicles, and at all school sponsored activities unless part of a Board approved teaching unit.

Policy 3231, AG 3231A

III. EMPLOYMENT CONDITIONS

A. EMPLOYEE EXPECTATIONS

1. Attendance

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the District to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the professional educator's building principal and as further specified in other parts of this Professional Educator Handbook. Any deviation from assigned hours must have prior approval from the professional educator's building principal.

Employees who are unable to report to work shall follow the procedures for reporting his/her absence and obtaining a substitute. Any time spent not working during an employee's scheduled day must be accounted for in the substitute assignment system. The District monitors attendance and absence

patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

2. Background Checks for Employment

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

- a. Has been convicted of a misdemeanor or felony in this state or any other state or country; and
- b. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet a district's performance expectations, incompetence, inefficiency, neglect of duty, potentially illegal conduct, unprofessional conduct, or insubordination.

Knowingly falsifying or omitting information shall be sufficient grounds for termination of employment.

Additionally, anyone applying for any position shall be required to agree to the release of all records to the Board for examination for the purpose of verifying the accuracy of background and criminal violation information. Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

3. Child Abuse Reporting Requirement

Wisconsin Statutes 48.981 requires all school district employees to report cases of suspected child abuse or neglect. Each professional educator employed by the District who has reasonable cause to suspect child abuse or neglect shall be responsible for reporting immediately every case, whether ascertained or suspected, of abuse or neglect resulting in physical or mental injury to a student by other than accidental means. The professional educator shall immediately notify the appropriate administrator according to the District's Reporting Procedure for Student Abuse or Neglect and be responsible for contacting School Resource Officer who will then provide additional steps depending on the situational details and the child's residence address.

A reporting staff member shall not be dismissed or otherwise penalized for making a report of child abuse or neglect. Failure to report cases of suspected child abuse or neglect shall result in discipline, up to and including discharge. For more information see Policy 8462 and AG 8462.

4. Confidentiality

Wisconsin Statutes 118.125 and 118.26 outline the confidentiality of all student records including behavioral, health, and academic records. The District interprets these statutes to mean that unless an

individual has a “right to know,” the academic, health, and behavioral records of students are not to be shared. This can be carried forward to both the written record and verbal conveyance of student health, academic, and behavior progress (or lack thereof). Open discussion of student progress, behavior, or health issues with individuals that do not have a “right to know” could be contrary to Wisconsin Statutes and could compromise professional accountability. These statutes are not intended to restrict staff from asking for assistance or ideas on how to handle a particular situation.

Failure to maintain the confidentiality of student records shall result in discipline, up to and include discharge. For more information see Policy 8330, AG 8330, and Policy 8350.

5. Copyright

A variety of machines and equipment for reproducing materials to assist employees in carrying out their educational assignments are available to professional educators in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video, or computer-programmed materials, is a serious offense against federal law, a violation of Board policy, and contrary to ethical standards for District employees. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as “fair use” under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. For more information see Policy 2531 and AG 2531.

6. Crisis Management Plans

The District has standardized lockdown procedures for use when the situation requires emergency safety measures. Each professional educator should know exactly what the lockdown procedures are and where the lockdown procedures “flipchart” is located for their classroom or work location. Employees must follow the prescribed procedures during any emergency drill or situation.

7. District Property

As public employees we are each responsible for wise and responsible use of both the funds made available to us by the citizenry and the equipment and materials purchased with those funds. This expectation for wise and responsible use forms the public employee burden often referred to as the “public trust.” The District may supply an employee with equipment or supplies to assist the professional educator in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft.

Employees may not utilize District property for personal use or gain. Limited use of telecommunications equipment, computer equipment, software, and minimal duplication-for-a-fee copy machine use are exceptions when used appropriately and do not interfere with the work responsibilities of the professional educator.

Any equipment, unused supplies, or keys issued must be returned prior to the professional educator's last day of employment, including, but not limited to employee identification badges, parking permit, keys, and the key fob for building entry.

8. Emergency Drills

Every school conducts emergency drills in accordance with state law. All employees present in a building at the time of an emergency drill are required to participate in the drill.

9. Equipment Disposal or Relocation

All District-owned equipment intended to be moved to another building site or declared surplus for disposal purposes must first be approved by the principal for such change in use. An "Equipment Disposal/Relocation Request Form" must be submitted to and approved by the principal before any change is made.

10. False Reports

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

11. Homework

Professional educators must be familiar with and abide by the District's policy and administrative guidelines regarding the assignment of homework to students. For more information see Policy 2330, AG 2330 and other related guidelines.

12. Information Technology

The Ripon Board of Education has established policies that specify the rules for employee use of District-owned technology as well as personally owned technology. Professional educators are expected to know and abide by the District's policies and administrative guidelines related to use of technology. These include, but are not limited to the following policies and related administrative guidelines:

7530.01	Staff Use of Wireless Communication Devices
7530.02	Staff Use of Personal Communication Devices
7540	Computer Technology Network and Internet Acceptable Use and Safety
7540.01	Technology Privacy
7540.02	District Web Page
7540.03	Student Network and Internet Acceptable Use and Safety
7540.04	Staff Network and Internet Acceptable Use and Safety
7540.05	Assistive Technology and Services
7540.06	Electronic Mail

7541	Electronic Data Processing Disaster Recovery Plan
7542	Access to Technology Resources from Personally-Owned Communication Devices
7543	Remote Access to the District's Network
8605	Use of Electronic Wireless Communication Devices by District Employees Who Operate Board Owned or Operated Vehicles

Users of the District's information technology should have no expectation of privacy in the content of their personal files and records of their online activity while on the District's network.

13. Injuries to Employees

Professional educators are covered under Workers Compensation Insurance. In accordance with District Policy 8442 and AG 8442, any work-related injury must be reported to the school office within three (3) calendar days so that proper reports may be filed for medical/hospital bills as well as claims for time off from work due to the injury. Failure to report an injury may jeopardize an employee's claim for payment of medical bills, disability claims, and/or back wages. Injuries sustained while on the job may not be covered under an employee's personal health insurance. It is the employee's responsibility to file injury reports with the school office; the District assumes no responsibility for filing such reports.

14. Injuries to Students

Professional educators are responsible for reporting any student injury to the school office immediately. Each school's procedures for first aid, medical assistance, emergency assistance, parental contact, and appropriate written reports will be followed. For more information see Policy 8442 and AG 8442.

15. Legal Actions Involving Employees

Every professional educator shall notify his/her principal as soon as possible, but no more than three calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony or misdemeanor, or any offense involving moral turpitude.

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

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

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

16. Licensure/Certification

All matters related to obtaining and renewing a teaching license or certification are the professional educator's personal responsibility. Each professional educator who is required to be licensed or certified by law must provide the District with a copy of his/her current license or certificate to be maintained in his/her personnel file. Professional educators are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject shall be void. All teaching contracts shall terminate if, and when, the employee's authority to teach terminates, and no person shall be employed with an expired license. Employees shall maintain the licenses that are in effect upon hire. Teaching staff are expected to submit/renew their teaching license(s) by the beginning of each new school year. Staff who have not completed their portion of the application/renewal process with the Department of Public Instruction for a required additional license by the start of the new school year will be subject to substitute teacher pay until their portion of the application/renewal process is complete.

17. Operation of District Vehicles

All professional educators who drive a District vehicle must provide proof of a valid driver's license. Continued use of District vehicles is contingent on following the rules and procedures for using District vehicles. Professional employees who drive District vehicles must notify his/her principal immediately of any driving citation or conviction of a traffic violation. Principals receiving such notice will immediately notify the Superintendent. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District or personal vehicle. Policy 3440b

18. Operation of Personal Vehicle

Professional educators who are required to drive their personal vehicle for District business or activities will be reimbursed at the Board-approved rate. The employee's personal insurance shall serve as the first level of coverage. Policy 3440c

19. Outside Employment

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the professional educator's regular position with the District. Professional educators shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The Board expects professional

educators to devote maximum effort to the position in which employed. A professional educator will not perform any duties related to an outside job during the additional time that the responsibilities of the District's position requires; nor will a professional educator use any District facilities, equipment, or materials in performing outside work. When the periods of work are such that certain evenings, days, or vacation periods are duty free, the professional educator may use such off-duty time for the purposes of non-school employment. For more information see Policy 3230 and 3231.

20. Physical Examination

Examination: Upon initial employment and thereafter, physical examinations shall be required of professional staff in accordance with section 118.25 of the Wisconsin Statutes. When hired, a professional educator will be given a conditional offer of employment, contingent on evidence that the employee is of sound health and able to perform the essential functions of their job. For more information see Policy 3160 and AG 3460A.

Tuberculosis Questionnaire: Each professional staff member of the School District shall file with the Business Office proof of freedom from communicable tuberculosis according to law and the administrative guidelines of the Department of Health Services. The statement of freedom from communicable tuberculosis shall be filed prior to the first day of employment and thereafter as required by law. Administrative Guidelines 3160B

Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises concerning the professional educator's ability to perform the essential functions of his/her job, and consistent with the limitations imposed by applicable State and Federal law. Failure to comply with this request or failure to provide a doctor's certification of fitness for duties assigned may result in discipline up to and including discharge/termination. For more information see Policy 3161.

21. Professional Appearance

Professional educators are expected to be neat and professional in their dress and grooming. When on duty for the District, professional educators are role models for students and are expected to dress in a manner that is consistent with the expectations outlined in Policy 3216. Business casual is most appropriate. Casual dress is appropriate for field trips, shop experience, lab experiment, or clean up which would possibly soil clothing. Employees must get approval from their principal if they feel business casual would not be appropriate for their level or certain activity. Administration will determine when personal protective clothing and gear must be worn.

22. Professional Development

All professional educators are expected to pursue independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, Board established curriculum, as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, each professional educator will make him/herself available during the contractual year and day to his/her colleagues for

assistance, to the District for services beyond those specifically required as part of his/her individual contractual duties, and to the community as a valuable resource.

23. Safety Training

Professional educators for whom training in the following areas is deemed necessary and appropriate shall be trained as part of the District's safety program:

- a. the control of blood-borne pathogens (Policy 8453.01)
- b. the information regarding hazardous chemicals (Policy 8405)
- c. the use of automated external defibrillators (Policy 8452)
- d. the control of casual-contact communicable diseases (Policy 8450)
- e. the control of direct-contact communicable diseases (Policy 8453)

Administrators may designate any safety training a condition of continued employment when provided at the District's expense.

24. Student Supervision

The District requires each professional educator to maintain a standard of care for supervision, control, and protection of students commensurate with the employee's assigned duties and responsibilities. For more information see Policy 3213 and Administrative Guideline 3213.

25. Student Teachers

The District recognizes its responsibility to assist in the training of future teachers by providing classroom placements for student teachers. Professional educators of the District will comply with the District's rules and procedures for the placement and supervision of student teachers.

26. Substitute Teachers

Professional educators must use the District's procedures whenever a substitute teacher is needed. Student teachers shall not be used as substitutes. Only the sub caller may make arrangements for substitutes, except when a principal must utilize internal substitutes due to an emergency situation or when a professional educator intends to be absent for non-school business for less than a half-day for which the professional educator must make arrangements with a colleague for coverage and notify the principal of the arrangements in advance of the absence. Substitute teachers are directly responsible to the building principal during the time they are assigned to that principal's building. Professional educators are responsible for providing current seating charts, lesson plans, classroom rules, and other information necessary for the orderly and effective operation of the class by the substitute.

27. Volunteers

The District encourages community interest and participation in its schools in many ways, one of which is provision for volunteer service by qualified adults in assisting students and teachers in a variety of school and classroom-related activities. Proper utilization of volunteers not only affords personal satisfaction to

adults interested in volunteer service, but it also affords increased learning opportunities to students who can benefit from a variety of learning experiences provided by the volunteer under the direction of the professional educator. All volunteers who work directly with students ~~required~~ to have the District-prescribed background check. Special rules apply for teen volunteers of Summer School.

Designated volunteer programs such as the Art Presenter Program and the Senior Tax Exchange Program (STEP) are of particular value to the students of the District. Because of the value of these designated volunteer programs and of volunteers in general, professional educators are expected to support the use of volunteers in their schools, their classrooms, and during school activities. Volunteers are to complete tasks of educational benefit set for them by the professional educators they are assisting. A volunteer is not empowered to independently diagnose student learning needs or prescribe student activities or formally evaluate student work. The latter tasks are reserved for the professional educator responsible for the students.

28. Work Spaces

Professional educators are expected to maintain professional and appropriate work spaces that are consistent with the professional educator's assignment and the District's educational program. Personal items should be kept to a minimum and should never violate District policies or directives. Personal appliances (e.g., coffee makers, refrigerators, microwaves) are generally more appropriate for staff break rooms than classrooms and must be approved through the Business Office.

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

29. Work Stoppage

Professional educators may not engage in, condone, assist, or support any work stoppage strike, slowdown, or sanction, or withhold in full or in part any services to the District. Professional educators who fail to perform their normal duties when so required as part of any action which disrupts the orderly operation of the District will be subject to whatever disciplinary action the District deems appropriate up to and including discharge. Policy 3531

B. EMPLOYEE WORK DAY/HOURS OF WORK

1. Normal Hours of Work

Certified staff are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats.

All professional educators shall be required to be in their assigned building and available to students pursuant to the schedule established by the District or building principal. Such schedule shall include 30

minutes for lunch.

During the school day professional educators are not to absent themselves from a class while that class is in session (except for legitimate student teacher training purposes), nor should professional educators leave the building earlier than the designated time at the end of the teaching day. Professional educators wishing to deviate from the above regulation must request and receive permission to do so from their building principal before taking leave. Requests should be limited to emergency situations or such instances where the task cannot be completed except during school hours.

In the Ripon Area School District, there must be an understanding that teachers' responsibility to their students and the professional culture of the district entails the performance of duties and the expenditure of time beyond the student school day and school year. These duties include but are not limited to lesson planning, student assessment, staff meetings, professional development sessions, curriculum development meetings, school improvement planning meetings, IEP meetings, student conferences, and parent communication. Particularly, teachers must be available to students for assistance outside of class.

Every effort will be made to cooperatively schedule meetings and professional activities with teachers, staff, and administrators with enough advance notice to allow teachers to plan accordingly. It is understood that on a daily basis teachers will be at their workplace sufficiently prior to and following their assignment to prepare and be available to teach and meet student needs, and to provide time for administrative, colleague and parent interaction.

2. Meetings

Faculty Meetings: Professional educators are required to attend all mandatory administratively scheduled meetings of the faculty, staff, department/grade level, or other sub-group of employee. Administratively scheduled meetings may begin before the normal workday begins or extend beyond the end of the normal workday. The administration shall attempt to provide reasonable notice of all such meetings. Professional educators who are required to attend administratively scheduled meetings will receive no additional remuneration beyond their regularly paid salary for attending such meetings.

Student Progress Meetings: Professional educators are required to attend individual educational plans (IEP) team meetings, Response to Intervention team (RtI) meetings, parental conferencing meeting or other meetings of similar nature, which are normally conducted at irregular times and are required to attend such events regardless of the date, time, or duration of said meetings. Professional educators who are required to attend such student progress meetings will receive no additional remuneration beyond their regularly paid salary for attending such meetings, except if such meetings extend beyond 5:00 p.m. for which the professional educator shall be compensated at the rate indicated in the Salary & Stipend Guide. Professional educators attending student progress meetings during the work day, including during time designated for planning or preparation, will receive no compensation or additional remuneration beyond their regularly paid salary for attending such meetings.

3. Consultation with Parents

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation may be in the form of phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to scheduled parent/teacher conferences and open houses at which attendance is mandatory except for professional educators who have received permission from their principal due to being engaged in other school activities scheduled at the same time.

4. Weather Related or Other Emergency School Closing

The Superintendent shall make the decision regarding emergency closings in accordance with provisions in Policy 8420 and Administrative Guidelines 8420. When weather or road conditions force the delay of the beginning of the school day or the cancellation of school, notice of such change in the school day schedule will be announced on the district website, IC messenger, as well as the following radio stations: Ripon WRPN (1600 AM) and WPKR (99.5 FM). Television stations Channel 2 (WBAY), Channel 5 (WFRV), Channel 11 (WLUK), and Channel 26 (WGBA) of Green Bay will also air the cancellation message. Any two-hour delay or cancellation decision will be made by 6:15 a.m.

When a scheduled school day is canceled and changed to a virtual day, professional educators shall not report to work, nor shall their compensation be affected for such times, they should instead follow their school's procedures for providing virtual instruction to students. Any scheduled sick days that fall on such a day may be canceled. Professional educators shall either have the option of arranging for their own classroom virtual instruction for the day or a colleague is willing to provide virtual instruction for their class.

5. Weather Related or Other Emergency Delay or Early Dismissal

When inclement weather, other emergencies, or special situations require a delayed start or early release professional educators shall not report to/remain at work, nor shall their compensation be affected for such times.

Professional educators shall not receive additional compensation in the event the District requires missed day(s)/time to be made up with or without students.

6. School Calendar

The school calendar shall be determined by the Board.

C. EMPLOYEE RESPONSIBILITIES

1. Access to Students

Professional educators are responsible for making themselves available in their classrooms or work areas to students in the morning prior to the start of classes and after classes end at the conclusion of the student day. This access is intended to provide time for students who need remedial, make-up, or enrichment assistance to work with their teachers or other education professionals and is within the normal work day of salaried professional educators for which no additional compensation is made.

2. Attendance at School Events

Professional educators are required to attend all mandatory, administratively-required school events. These events, though not limited by enumeration, may be an open house, music program, art show, and/or other school or district events that occur after the normal work day. Professional educators who have a co-curricular conflict or other professional conflict may be excused at the discretion of their principal as long as such arrangements are made at least 24 hours in advance. The missed time may be required to be made up.

3. Curriculum Development

In addition to each professional educator's individual responsibility for developing the scope, sequence, and lessons for his/her teaching assignment in accordance with the Board-approved curriculum, every professional educator has the responsibility to participate in curriculum development for the District as part of a curriculum committee, grade level/departmental team, work group, or individual task. Each professional educator has the obligation to participate in ongoing curriculum committee work and is expected to contribute professionally to curriculum committee activity and to attend meetings as scheduled. The District shall appoint a chairperson for the departmental curriculum rewrite process, and that chairperson shall coordinate efforts with the administration and provide leadership throughout the rewrite process.

The District will maintain and publish a listing of curriculum committee members and a curriculum development schedule that may include, but is not limited to, an ongoing cycle that includes an outside audit, a curriculum rewrite process, and a textbook/resources process, or any other components deemed appropriate by the District for each curriculum area, grade level, department, program, or other grouping determined by the District.

Each professional educator is assigned to a particular curriculum committee and is obligated to participate in the curriculum development and rewrite process as deemed appropriate by the District. Compensation for the committee's curriculum work will be determined by the Salary and Stipend Guide, and will be paid upon approval of the entire scope of work by the Board.

Individual curriculum work outside of the regular cycle of curriculum development and rewrite, above and beyond the normal scope and sequence and lesson planning for which each professional educator is personally responsible for his/her teaching assignment, may be authorized by the District at the sole discretion of the District. The District may invite curriculum projects to be proposed by individuals, groups, committees, departments of the faculty, or administrators. The District will announce the criteria for approval and determine, in its sole discretion, the projects that are approved and conditions for such approval. Compensation for professional educators of approved non-cycle curriculum development and rewrite work, often referred to as R & D summer curriculum projects, will be determined by the Salary and Stipend Guide.

Every professional educator also carries the professional responsibility to update and improve semester

outlines and units of study for courses and classes personally taught as part of their regular salaried position. Each professional educator is expected to develop written materials within an approved format and to submit copies of these materials as directed by his/her principal.

4. Professional Duties

The District recognizes that each professional educator performs many duties not directly related with the regular classroom teaching assignment or other professional assignment nor specifically itemized in the position assignment. Professional duties are those considered to be part of the professional educators traditional workday and include, but are not limited to the following enumerated duties. The District, at its sole discretion, may add to or change this list.

- a. The assignment itself;
- b. Faculty meeting attendance and participation;
- c. District-level committee attendance and participation;
- d. School-level committee attendance and participation;
- e. Varied ad hoc committees on which professional educators have traditionally served;
- f. Open house(s) as scheduled;
- g. Parent conferences as scheduled;
- h. Implementation of discipline plans, IEPs, 504 plans, RtI plans, ELL plans, G/T plans or other student assistance/accommodation plans as determined appropriate by the District;
- i. Supervision of students assigned during the workday (i.e., hallway, detention, to lunch or midday recess);
- j. Letters of recommendation for students;
- k. Daily check of mailbox, minimally before school and in the afternoon;
- l. Daily monitoring of and response to email and voicemail;
- m. Summer monitoring of and response to email;
- n. Adherence to deadlines for submission of information and data to administration;
- o. Written lesson plans developed in advance in accordance with District format and expectations;
- p. Professional sharing of information obtained from workshop/conference attendance, site visit, school meeting, or District meeting.

5. Professional Growth

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

D. EMPLOYEE PERFORMANCE AND EVALUATION

1. Employee Evaluation

The District views employee evaluation as an ongoing process for the purpose of improving organizational performance and assessing individual performance of employees. The process for employee evaluation is specified in the Teacher Performance Evaluation Guide which is shared annually with all professional educators. The District, at its sole discretion, may revise the Teacher Performance Evaluation Guide at any time. Any evaluation process must comply with Policy 3220 and all applicable state and federal laws and regulations.

2. Employee Discipline

Given sufficient reason, the Board or designee has the right to suspend or discipline an employee in accordance with Policy 3139. A professional educator may be disciplined for violations of Board policy or for other failure to meet the expectations and obligations of their position. No employee may be subject to arbitrary or capricious disciplinary action.

Disciplinary action will normally follow a progressive discipline model that is designed to correct inappropriate conduct on the part of employees. Progressive discipline will generally progress as follows:

- a. Oral reprimand, with a written record placed in the employee file;
- b. Written warning;
- c. Suspension, the length of which is determined by the administration to effect the corrective goal of discipline;
- d. Termination, pursuant to Policy 3140

As long as it is not arbitrary and capricious, the Superintendent may skip one or all steps in the progressive discipline model whenever the Superintendent deems that the severity of the offense merits it. Any professional educator who is suspended without pay or discharged shall be given written notice of the reasons for such action. A copy of such notice shall be made a part of the professional educator's personnel record. Instances of discipline as defined in Policy 3340 and AG 3340 are subject to the employee grievance procedure.

E. EMPLOYEE STATUS

1. Employee Definitions

Regular Employees: Regular Employees are defined as professional educators whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.

Regular Full-time School Year Employee: A regular full-time school year employee is defined as a professional educator who is scheduled to work at least 7 hours per day on a regular basis for at least a 180-day school year.

Regular Part-time School Year Employee: A regular part-time school year employee is defined as a

professional educator who is scheduled to work less than 7 hours per day on a regular basis for at least a 180-day school year, or works less than the 180-day school year.

Exclusions: A regular full-time or regular part-time employee does not include student, substitute, temporary, or summer school employees.

Summer School Employees: A summer school employee is defined as a professional educator who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.

The District will employ professional educators by issuing Individual Teaching Contracts to each professional educator. The Individual Teaching Contracts must be signed and returned to the District Office no later than the stated deadline in order to become a valid contract for the succeeding year.

The non-renewal of Individual Teaching Contracts shall be governed by § 118.22, Wis. Stats.

2. Determination of Assignments

The Superintendent is responsible for the assignment of all professional educators in conformance with any legal requirements or certification requirements. Teaching assignments for the forthcoming school year will generally be issued no later than the end of the previous school year. If circumstances cause the Superintendent to delay issuance of any or all teaching assignments, then the Superintendent shall inform the affected professional educators no later than the end of the school year of the delay and issue the assignments as soon as practicable. After assignments are issued changes may have to be made due to late staff changes, grade level or school population changes, the final development of class schedules, enrollment changes in specific classes, budgetary/financial adjustments, computer failure, or other factors uncertain when the initial assignment was made. Assignments shall be made in accordance with Policy 3130 and AG 3130. In all cases the decision of the Superintendent shall be final as to the assignment of professional educators.

3. Transfers

Professional educators interested in transferring from one position to another will apply in writing to the Superintendent according to procedures provided in the vacancy announcement. Consideration will be given to such applications, and all transfer applicants shall receive a written response when the position is filled.

Prior to an involuntary transfer to another grade level, department, program, or school, the professional educator shall be consulted by the Superintendent or his/her designee at which time the reason for consideration of the change in assignment will be explained. If an involuntary transfer of assignment is made, written notification will be made to the professional educator when the administrative decision is finalized.

Assignments shall be made in accordance with Policy 3130 and AG 3130. In all cases the decision of the Superintendent shall be final as to the assignment of professional educators.

4. Reduction in Staff

The Board of Education reserves the right to reduce the number of positions, or the number of hours in any particular position, as it determines is necessary for the continued operation of the District's educational program in an efficient and effective manner. Such staff reductions will be made in compliance with Policy 3131 and AG 3131. In deciding which position(s) to reduce or eliminate, as well as the individuals affected, the Board shall act in what it determines is in the best interest of the students and the District.

No professional educator whose position has been eliminated or reduced and whose employment has been terminated or modified shall have any right to be contacted by the District in the event that a vacancy opens in the future. Likewise, no professional educator whose employment has been terminated or reduced is entitled to a future position or will receive any preference over other applicants. Professional educators whose employment ended or was reduced with the District due to a reduction in force shall not be prevented from applying for future positions with the District.

5. Termination, Non-Renewal, and Resignation

Individual employment contracts of a professional educator may be terminated or non-renewed upon a majority vote of the full membership of the Board subject to any applicable law. Employees may be terminated or non-renewed for any reason, provided that the decision is not arbitrary or capricious, or in violation of any applicable law. In the event the Superintendent intends to recommend the non-renewal of a teacher's contract, he/she shall comply with Policy 3140 and AG 3141 and all applicable statutory non-renewal procedures.

Any decision to terminate or non-renew a professional educator's employment contract shall be subject to review consistent with the grievance procedure in Policy 3340 and AG 3340.

Any professional educator who plans to leave the District shall notify his/her principal at the earliest possible date of his/her decision to leave. A professional educator may resign in accordance with the terms of his/her individual employment contract. A resignation, once submitted and accepted by the Board or its designee, is final and may not be rescinded without approval by the Board. The Board may defer acceptance of a resignation until such time as the position from which the professional educator has resigned is filled by the District. Resignations shall be processed in accordance with Policy 3140 and AG 3341.

6. Contract Termination

Should a teacher seek to be released from their contract, the teacher shall submit a written request for release to the Board and shall be subject to and obligated to pay liquidated damages in accordance with the following schedule:

- A teacher terminating his/her contract after June 1 but prior to July 1 will pay liquidated damages in the amount of \$500.
- A teacher terminating his/her contract after June 30 but prior to August 1 will pay liquidated damages in the amount of \$1,000.
- A teacher serving notice to the District after July 31 but prior to August 15 will pay liquidated damages in the amount of \$1,500.
- A teacher serving notice to the District after August 14 will pay liquidated damages in the amount of \$2,500.
- The Board, in its discretion, may waive the liquidated damages.

F. GRIEVANCE PROCEDURE

Policy 3340 specifies the exclusive internal method for resolving grievances concerning discipline, termination, and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure. The Board maintains the right to modify the Grievance Procedure, in accordance with state statute, at any time at its sole discretion.

IV. COMPENSATION

A. PAYROLL INFORMATION

Professional educators are paid in accordance with the provisions specified in Policy 6510 and AG 6510B. All professional educators will be put on the school-year payroll cycle unless the employee completes the IRS required form to request a 12-month payroll cycle.

Professional educators are paid on the 10th and 25th of the month. If a payday falls on a bank holiday or a weekend, the pay date will be the day preceding the bank holiday or weekend.

Pay is subject to all deductions required by law, federal tax, Social Security payment, Medicare, and state and local income taxes, as applicable. The amount of the deductions will depend on earnings and information furnished on individual W-4 forms regarding the number of exemptions claimed. If an employee wishes to modify the number of exemptions, he/she must request a new W-4 form from the Payroll Office. Only an employee may modify his/her own W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. Professional educators are encouraged to regularly check their pay-related information on the online Employee Portal.

The annual W-2 form reflects how much of an employee's earnings were deducted for these purposes. Any other mandatory deductions to be made from paychecks, such as court ordered garnishments, will be explained whenever the District is ordered to make such deductions. Questions about pay and deductions should be discussed with the Payroll Office.

Should there be an underpayment of any kind, the District will make every effort to repay the amount as quickly as possible. In the event that there is an overpayment of any kind that the District has not noticed, it is the employee's responsibility to bring this to the attention of the Payroll Office.

All professional educators shall have their pay (after all appropriately authorized amounts have been deducted) directly deposited into one designated bank account of the employee's choosing. Direct deposit notification will be available in the employee's Alio account. Any changes to direct deposit information may be made by notifying the Business Office.

B. SALARY AND RELATED COMPENSATION

1. Salary

Salary information for professional educators is contained in the Salary & Stipend Guide.

2. Extended Contracts

The Board may determine extended contracts are necessary to complete the work of the District. Information regarding extended contracts is contained in the Salary & Stipend Guide.

3. Extra-Curricular Stipends

Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. The stipend for extra-curricular activities shall be specified in the letter of assignment. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees. Payments for extra-curricular activities shall be made in accordance with the Salary & Stipend Guide.

4. Supervisory Duties

Supervisory duty assignments, including but not limited to lunch, bus, and recess duties, will be assigned to professional educators or support staff at the sole discretion of the District. The assignment of a duty shall not be deemed a contract, and individuals assigned supervisory duties may be reassigned by the District at any time.

5. Substitute Assignment

Professional educators may be assigned to serve as a substitute during his/her workday. Any designated stipend for service as a substitute will be paid in accordance with the Salary & Stipend Guide.

6. Required Training

The District may occasionally require a professional educator to attend a workshop or training necessary for employment that occurs outside scheduled work days. The professional educator may be eligible for compensation for this required training and will be paid in accordance with the Salary & Stipend Guide.

7. Summer School

If summer school session employment is available, the District may offer summer school employment to

qualified professional educators of the District's choosing. The District is free to use outside providers to perform such work. The terms and conditions of employment for summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a summer school session shall not be used to determine eligibility or contribution for any benefits, length of service, or wage/salary levels.

8. External Honorarium

Professional educators who are offered a payment or honorarium for work performed during time when the employee is being paid by the District shall promptly report the monetary offer to the Superintendent. The Superintendent, at his/her sole discretion, shall determine after conferring with the professional educator whether the payment or honorarium shall be received and by whom.

V. BENEFITS

A. DISTRICT PROVIDED BENEFITS

The Board provides a competitive and comprehensive package of benefits to its employees. The Board retains the final authority to establish, modify, rescind, add, or in any way affect employee benefits. Annually, in conjunction with the budget process, the anticipated share cost of all employee benefits, specifying both the employee and employer share, shall be approved through Board action.

Insurance coverage will commence on the professional educator's first day of employment. Except for cases of misconduct, professional educators whose employment is terminated at the conclusion of a school year shall have their health and dental-insurance coverages continued and paid at the same District rate through August of the same year in which the employment was terminated. Professional educators whose employment terminates during the school year shall have their health, dental, and life, insurance coverages continued and paid at the same District rate through the last day of the last month of their employment.

1. Wisconsin Retirement

Wisconsin Retirement System (WRS) Contributions: The Board agrees to contribute the employer's share for eligible employees. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements.

2. Health and Dental Insurance

The District reserves the right to select the carrier(s) and to determine the plan benefits including deductibles, co-pays, and other coverages for health and dental insurances. The District reserves the right to change the structure of the benefit plan, including eligibility, at any time. Specific information concerning the plan may be found in the appropriate Summary Plan Description which governs all conditions of coverage. The plan documents are maintained in the Business Office and provided to employees who enroll in the coverages. Eligible employees who are covered under

fully insured group health and dental plans are assured the privacy protections required by Federal and State Law in accordance with Policy 3419.01, AG 3419.01, Policy 3419.02 and AG 3419.01.

3. Eligibility for Health and Dental Insurance

Each professional educator employed by the District is eligible to have group health and dental insurance on a single or family plan basis. A professional educator whose individual contract has an assignment of at least seventy five percent of full-time equivalency (75%) is eligible to participate in the District's health and dental insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited to the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Professional educators whose assignments are less than seventy five percent of a full-time equivalency (75%) are not eligible to participate in the District's health and dental insurance.

4. Premium Contributions for Health Insurance

Full-time professional educators who qualify for single or family benefits as determined by the insurance contract and participate in the Health Risk Assessment (HRA) are eligible to have 88% of the base monthly premium rate paid by the District. Full-time professional educators who do not participate in the HRA are eligible to have 75% of the base monthly premium paid by the District.

5. Premium Contributions for Dental Insurance

Full-time professional educators who qualify for single or family benefits as determined by the insurance contract are eligible to have 88% of the monthly premium rate paid by the District.

A professional educator whose individual contract has an assignment of at least seventy five percent (75%) of a full-time equivalency, is eligible for the dental insurance. Professional educators whose assignments are less than seventy five percent (75%) of a full-time equivalency are not eligible for dental insurance.

6. Employer Continuation of Coverage

- a. Coverage will be continued for eligible professional educators should any of the following occur:
- b. **Layoff, Termination, and Resignation:** Coverage will continue until the end of the month in which the employee's work is terminated. All 9-month staff who resign at the conclusion of the school year in June remain covered through August 31.
- c. **Short-Term Disability Leave:** Coverage will continue through the end of the short-term disability, up to 90 days paid at the same District rate
- d. **Leave of Absence:** Eligibility is for a leave of absence, which is an FMLA-qualifying event, but does not meet the requirements of FMLA Leave only because an employee has been

employed by the District for less than a year and/or fewer hours than required. Under a non-FMLA leave granted by the Employer, coverage will continue for a maximum period of 90 days paid at the same District rate

- e. **Retirement:** Specific eligibility requirements vary by employee classification. For eligible retirees, coverage may continue for a period of ten (10) years or until eligible for Medicare, whichever is less. Premiums are paid in full by the retiree, unless otherwise specified in applicable employee handbooks.
- f. The above noted leave(s) run concurrently with FMLA, USERRA or any State-mandated family or medical leave, and/or any other applicable leaves of absence. At the end of the period(s) listed above, the professional educator's coverage will be deemed to have terminated for purposes of Continuation of Coverage under COBRA.

7. **Alternate Benefit**

The Board shall provide an Alternate Benefit Plan (ABP) to professional educators under the Internal Revenue Service code that permits employees to choose cash in lieu of family plan health insurance benefits

- a. Professional educators who are eligible for family insurance coverage who decline all health insurance coverage from the District and who have other health insurance coverage shall receive \$3,000 each year the professional educator declines all health insurance coverage from the District. The cash payment shall be subject to appropriate taxation as defined by the IRS and the State of Wisconsin. Payment will be included in twenty-four paychecks unless the employee has elected to receive paychecks on a school-year basis. It is understood that this ABP payment is not considered compensation by the WRS.

8. **Group Term Life Insurance**

Each professional educator eligible to participate in the WRS is eligible to participate in the Group Life Insurance Program. One hundred percent of the basic monthly premium is paid by the teacher. The District pays an additional forty percent of the basic monthly premium to provide continued coverage at retirement at the fifty percent of basic level.

9. **Group Long-Term Disability Insurance**

Long term disability insurance will be made available at no cost to all professional educators working at least twenty hours per week. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

10. **Liability Insurance**

Employees are covered by the District's liability policy while acting within the scope of their defined duties and responsibilities. The District's liability policy shall be in accordance with Wisconsin Statutes.

11. **Travel Expenses**

The District may provide for reimbursement of actual and necessary expenses, including travel

expenses, of professional educators that are incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board and in accordance with advance authorization by an administrator.

12. Professional educators should use District-owned vehicles or bus transportation whenever transporting students. When attending meetings/workshops outside of the District, professional educators should use District-owned vehicles if available. When personal vehicles are used during the course of performing duties for the District, the District shall reimburse the professional educator at the mileage rate approved by the Board.

B. VOLUNTARY BENEFITS

1. Short-Term Disability

The Board shall make short-term disability insurance available to eligible employees, working at least twenty hours per week, at the employee's expense. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

2. Tax-Sheltered Annuity (TSA)/403(b) Retirement Plan

The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Services (IRS) Code 403(b) Savings Program and invest his or her money through salary deferral in annuities and other qualifying IRS Code 403(b) investment vehicles. Employees will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District's plan document.

3. Section 125/Flexible Spending Account

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

- a. Payment of insurance premium amounts (IRC § 106);
- b. Permitted medical expenses not covered by the insurance plan (IRC § 105)
- c. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

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

C. VOLUNTARY RETIREMENT

The Board may provide, at its sole discretion, a post-retirement benefit for eligible professional educators, and reserves the right to modify or terminate this benefit at any time.

Professional educators must meet all of the following requirements in order to access the early retirement benefit:

- a. Must have been employed the equivalent of fifteen years of full-time employment as a professional educator and/or administrator in the Ripon Area School District;
- b. Must submit a written, voluntary letter of resignation to the Superintendent no later than February 1 of the school year at the end of which the professional educator will retire;
- c. Must achieve at least the minimum age of fifty-five on or before June 30 of the year at the end of which the professional educator will retire.

Professional educators who qualify for and elect to access the retirement benefit outlined herein shall be eligible to convert accumulated sick leave to a credit, at the following rate per day of accumulated sick leave, based on years of experience in the District:

- a. Fifteen years: \$210 per day
- b. Twenty years: \$221 per day
- c. Twenty-five years: \$231 per day
- d. Thirty years: \$242 per day
- e. Thirty-five years: \$257 per day

The sum of the sick leave conversion shall be placed into a Health Reimbursement Arrangement (HRA) account to be used for medical expenses covered by the following conditions:

- a. For an employee or for an employee and any eligible dependents, at his/her retirement;
- b. For the spouse and/or eligible dependents, after an employee's death.

To be eligible to convert accumulated sick leave to a credit for the HRA, the professional educator must, upon retirement, elect to take an immediate benefit with the Wisconsin Retirement System.

D. WORKERS' COMPENSATION

Workers' compensation is to provide for payment of medical expenses and for partial salary continuation in the event of a work-related accident or illness. District employees are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment will depend upon the nature of the injury or illness.

Any employee who is injured on the job shall report the injury to his/her principal prior to seeking medical attention, if at all possible. In the event of an emergency, the employee shall notify his/her principal within twenty-four hours after the occurrence of the injury or as soon as practicable. The employee shall complete an accident report form available in his/her school office.

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

- a. Injuries because of a self-inflicted wound;
- b. Injuries sustained because of an employee's horseplay;
- c. Injuries sustained while an employee does an activity of a strictly private nature.

In the event an employee has suffered an injury or illness in the course and scope of employment that limits him/her from returning to work at full-duty status, the District may offer you temporary light duty assignments during your healing period, consistent with the restrictions prescribed by your medical provider.

In such circumstances, it is the employees' responsibility to keep the District informed as to the status of the restrictions and any changes to them. The District will assign employee tasks consistent with medical provider restrictions, but it is the employee's responsibility to notify his/her supervisor if the tasks assigned cause him/her further pain, discomfort, or injury. Moreover, the restrictions prescribed by the medical provider are not limited to the workplace. The District expects employees to follow all such restrictions during the period of convalescence and healing, whether at work or away from work. If the District learns that the employee has engaged in conduct at or away from the workplace that conflicts with the prescribed restrictions, such information will be reported to the District's Workers' Compensation carrier, if appropriate.

VI. TIME OFF AND LEAVES

A. PAID LEAVE DAYS

Full-time staff or staff that work 20 hours/week (.50 FTE) are eligible for paid leaves. Each professional educator will have access to his or her paid leave balances through the Employee Portal. Paid leave may be taken in half-day increments. Paid leave days shall be exhausted for necessary absences from duty prior to being granted unpaid leave. The responsibility for applying for and claiming leave rests with the professional educator. In all cases of absence, it is the responsibility of the professional educator to submit via the Alio Employee Service Portal to his/her principal in a timely manner.

Annually, on the first day the professional educator reports to work for the contract year, ten sick leave days and one personal leave day are credited to the employee's account. Professional educators whose part-time assignment is less than for all school days or whose employment commences after the beginning of the contract year shall receive a pro-rated amount of sick leave.

1. Sick Leave

Yearly sick leave credit of ten days shall be granted to the professional educator on the first day the

professional educator reports to work for the contract year. Sick leave will accumulate to a maximum of one hundred days.

Professional educators beginning work after the first day of the contract year shall receive a pro-rated amount of sick leave. Professional educators who leave the District's employment prior to the completion of his/her contract year shall have a pro-rated amount of sick leave removed from his/her account; if the professional educator has exceeded his/her account total, then the amount exceeded shall be deducted from the final amount of salary due to the professional educator.

Sick leave shall cover necessary absences from duty because of personal illness, bodily injury, hospitalization or surgery, exposure to a contagious disease, or emotional upset which renders the professional educator incapable of performing his/her assignment. Sick leave may be used to care for a family member or member of the professional educator's household.

It is expected that whenever possible medical or dental appointments for the employee or family member be scheduled outside of regularly scheduled work hours. When appointments cannot be scheduled outside of the regularly scheduled work hours, professional educators are expected to return to work after the appointment if the timeframe permits them to do so. When a professional educator intends to be absent for a medical/dental appointment or other non-school business for less than a half-day, the professional educator may avoid use of sick leave if the professional educator makes arrangements with a colleague for coverage and notifies the principal of the arrangements in advance of the absence; if the principal, school office, or sub caller is used to provide a substitute, then the professional educator will be charged with a half-day of sick leave if the absence is limited to either before lunch or after lunch, and a full-day of sick leave if the absence includes time both before and after lunch.

Professional educators employed on separate summer contracts, including summer school, shall be eligible for two days of non-accumulative sick leave, or two days of emergency leave, or a combination of one day each of sick leave and emergency leave, with the day being defined as a full-day. To be eligible for these two days, a professional educator must be employed for a minimum period of the full number of days for the scheduled summer session. Professional educators employed on separate summer contracts are not eligible to use more than the two paid days of sick/emergency leave during their summer assignments.

In the event an employee becomes eligible for benefits under the District's long term disability insurance program, the employee will no longer be allowed to use sick leave or accumulated sick leave.

Whenever the District deems such verification appropriate, generally if leave extends beyond five (5) days, the professional educator may be required to furnish the District with a certificate of illness signed by a medical provider verifying the reason for the absence and verifying the employee may safely return to work. Such certificate should include a statement releasing the professional educator to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or

discharge employees for excessive absenteeism. Please reference family medical leave information for leaves extending beyond 5 days.

When applicable under either Wisconsin or Federal Family and Medical Leave, an employee may elect or the District may require sick leave to run concurrently with the approved Wisconsin and/or Federal leave.

2. Personal Leave

One contracted day per school year will be granted to a professional educator who has personal matters which require absence during a work day. Personal Leave is defined as leave from a regular work day to conduct personal business which cannot be conducted outside the regular work day. Personal Leave shall not be used to attend Association membership meetings or for participating in activities on behalf of the Association, to attend legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to disparage, embarrass, or discredit the District. Personal Leave is accumulative to a maximum of two days.

Requests for Personal Leave must be made by email via the Alio Employee Service Portal as early as possible but not less than two days prior to the day requested in accordance with established procedures. If the event which gives rise to the request is unknown at that time, such request must be made as soon as the employee becomes aware of the necessity for this leave and can reasonably communicate with the administrator or supervisor. No more than two professional educators in a building or five professional educators in the District may exercise Personal Leave on the same day. The Personal Leave calendar shall be used to determine this calculation.

If a school principal and a school counselor or literacy/instructional coach mutually agree, in advance and in writing, that smooth school operations necessitate that a school counselor work on a day other than the contracted days as specified on the official school calendar, the school counselor shall be provided with an amount of paid time off equal to the amount of mutually agreed time worked. The compensatory paid time off is to be scheduled in accordance with the rules for Personal Leave. No more than the equivalent of five such special work days may be scheduled and no more than the equivalent of five such compensatory paid days off may be scheduled within a school year. This compensatory time off excludes paid extended contract days for school counselors who perform summer work under the direction of their principal.

3. Bereavement Leave

Professional educators shall be granted Bereavement Leave in the event of a death in the family or close relationship. Bereavement Leave shall be deducted from the employee's Sick Leave account. It is the professional educator's responsibility to submit via the Alio Employee Service Portal to his/her principal in advance of taking such leave. Professional educators who access Bereavement Leave consisting of multiple days for the same death shall confer with his/her principal in advance for the purpose of maintaining smooth school operations in his/her absence. The District may require proof of the death, the relationship, travel itineraries, or other documentation from the professional educator whenever the

District deems such verification appropriate.

4. Emergency Leave

In the event of an emergency not covered by illness in the family as indicated in the Sick Leave section or death as indicated in the Bereavement Leave section, the professional educator may apply for Emergency Leave to be granted by the Superintendent. Emergency Leave shall be deducted from Sick Leave and will be granted only if sufficient evidence is submitted to satisfy there is a compelling reason for absence. Usually this leave will be granted only under extraordinary and uncontrollable circumstances. These circumstances will usually fall under the classification of "an act of God" and will be of such a nature that they could not possibly be foreseen by the employee, such as damages to the professional educator's residence or vehicle caused by fire, flood, tornado, or other unforeseen emergency.

5. Chaperone Day

Professional educators whose child is enrolled in the District may apply for the equivalent of one paid day per child per year, allocated in half-days, to serve as a field-trip chaperone, classroom assistant, or participant in a school-sponsored activity in which the child is involved. This day is non-accumulative and is in addition to the annual Sick Leave and Personal Leave allocation. Application for such leave shall be made in accordance with the rules and limitations of the Personal Leave calendar and shall require submission via the Alio Employee Service Portal.

6. Jury Duty and Witness Duty

Where a professional educator is absent as a result of performing jury duty or acting as a witness in a matter in which the employee is not a party, the professional educator will be paid his/her full salary for a period of up to ten days for such service without any deduction from the employee's Sick Leave account, provided that all payments, less mileage, due the professional educator for performing jury duty shall be endorsed to the District. Professional educators shall report to work if released from jury duty or the witness stand if released prior to the afternoon the session. Professional educators are required to submit proof to verify the amount of the payment and/or their requirement/request to appear.

7. National Guard Duty

Where a professional educator is absent due to required service in the National Guard or Reserve, the professional educator will be paid his/her full salary for a period of up to five days for such absence, barring any overriding provision by the state or federal government. This leave will be granted without any deduction from the employee's Sick Leave account, provided that the professional educator must endorse to the District all payments by the military for the days covered by paid leave from the District.

8. Military Leave for Active Duty

Professional educators will be granted a military leave of absence for absences from work due to serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Professional educators must give their principal advance notice of upcoming military

service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

Professional educators will not be paid for military leave. However, professional educators may use any available accrued paid time off, such as vacation or sick leave, to help pay for the leave. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable places for which the professional educator is otherwise eligible.

A professional educator who is on military leave for up to 30 days must return to work on the first regularly scheduled work period after the service ends (allowing for reasonable travel time). A professional educator who is on military leave for more than 30 days must apply for reinstatement in accordance with USERRA and applicable state laws.

Professional educators who return from military leave (depending on the length of military service in accordance with USSERA) will be placed either in the position the professional educator would have attained if he/she had stayed continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, the professional educator will be treated as if he/she had been continuously employed.

9. Administratively-Approved Leave

A professional educator may request Administratively-Approved Leave (with or without pay) for absences not covered under Sick Leave, Personal Leave, Bereavement Leave, or Emergency Leave provisions. Typically, such leave is for “once-in-a-lifetime” events over which the professional educator has no control of the date. Paid Administratively-Approved Leave shall access the professional educator’s Sick Leave account. Unpaid Administratively-Approved Leave shall result in a pro-rated daily deduction of the teacher’s contract. This leave and the conditions thereof, including compensation, shall be at the discretion of the Superintendent whose decision shall be final and without appeal.

Requests for Administratively-Approved Leave shall be made via the Alio Employee Service Portal with the appropriate form at least three days prior to the absence if advance notice is available. In the event that three days advance notice is not available, the professional educator shall be responsible for submitting the request and appropriate form as soon as the information is available.

Administratively-Approved Leave, either paid or unpaid, shall not be granted for participating in Association business or to engage in job actions such as picketing or demonstrating, or to participate in activities designed to disparage, embarrass, or discredit the District.

B. FAMILY AND MEDICAL LEAVE ACT

Professional educators that have worked for at least 12 months and have completed 1,000 hours and anticipate an absence from their position for more than 5 days may have access to absences covered by the federal Family Medical Leave Act (FMLA) and the Wisconsin Family Medical Leave Act (WFMLA) in

accordance with provisions and procedures specified in Policy 3430.01, AG 3430.01A, and AG 3430.01B. Because FMLA leave is unpaid, the professional educator's paid leave days will be used until exhausted. All available leave days must be applied when an educator is out of FMLA. Questions regarding FMLA leave should be directed to the District's Business Office.

C. LEAVES OF ABSENCE

1. Professional Leave

Professional educators may apply for an unpaid professional leave for study, research, or special teaching assignment for a period up to one year. This leave will be without pay or benefits and is subject to Board approval in accordance with Policy 3431. Requests for professional leave must be made by February 1 for the following school year.

2. Child-Rearing and Adoption Leave (Extended Beyond FMLA/WFMLA)

Professional educators with a minimum of three years of continuous local experience may apply for unpaid Child-Rearing/Adoption Leave. Such leave is subject to Board approval and may be taken for no longer than two semesters. The Board reserves the right to limit approved leaves to no more than four professional educators per school year and is subject to hiring a qualified replacement for the leave period. This leave provision is not available to professional educators who have used this leave provision within the previous three years. Application should be made in writing at least three months prior to the requested start of the leave. If conditions are such that three months advance notice is not reasonable, then application should be made as soon as practicable with an explanation as to the cause of the reduced advance notice.

3. Medical Leave (Extended Beyond Covered FMLA/WFMLA)

Professional educators may request an unpaid medical leave of up to one academic year, or the conclusion of the following academic year if the leave would begin during the school year. The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. This leave shall not interfere with eligibility for long-term disability benefits as provided for under the District plan. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of eighteen (18) months.

4. Benefits During Leave

The following benefits are available to professional educators who are approved by the Board for an unpaid Leave of Absence. At the Board's sole discretion, the professional educator may return from an unpaid Leave of Absence and resume a paid position of employment with the District earlier than originally approved.

- a. Professional educators will retain their place on the salary schedule though may not advance during the time they are on an unpaid Leave of Absence.

- b. The professional educator may continue health and dental insurance during the leave of absence by joining COBRA. ***If the premium is not received by the first of the month, the professional educator's insurance coverage shall be terminated.***
- c. During the unpaid leave, the professional educator shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave. Upon return to work, sick and other leave shall be provided on a pro-rated basis.

Placement upon Return from Leave: The professional educator shall give reasonable notice to the District of his/her intent to return to work. Reasonable notice is defined as at a minimum fifteen (15) work days prior to the intended return to work date but no later than February 1 for the following school year. The District reserves the right to determine the actual return to work date. If the return to work date is later than the return to work date requested by the professional educator, the professional educator will be continued in unpaid leave status. If the professional educator does not provide notice for return to work, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from leave, the professional educator may be returned to a position equivalent in terms of percentage of contract unless the percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

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

- a. The professional educator has previously indicated his/her intent to return to duty following the expiration of the medical leave.
- b. The professional educator provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute certification issued by the physician selected by the professional educator. The District will pay all costs associated with the second physician's certification.

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

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

VII. EXTRA-CURRICULAR ACTIVITY ASSIGNMENTS

A. LETTER OF ASSIGNMENT

Professional educators shall assume responsibility for the supervision of the extra-curricular activities that are included in their letters of assignment. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. The stipend for extra-curricular activities shall be specified in the letter of assignment. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are employed on an at-will basis for these positions.

B. WORK SCHEDULE

Duties for an extra-curricular assignment may occasionally occur during part of a professional educator's regular workday which may conflict with the professional educator's main employment assignment with the District. In such cases, the professional educator shall consult with his/her principal to determine the appropriate course of action. In the principal's sole discretion, a solution for the time conflict shall be approved with the expectation that the professional educator will adhere to the principal's plan.

C. EVALUATION

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

D. VOLUNTEERS

The Board, upon recommendation from the head coach/advisor and the athletic director or principal, may authorize an individual to serve as a volunteer coach/advisor for an extra-curricular activity. Volunteers are subject to a background check prior to working with children. Volunteers are not employees and are not eligible for salary/wages, stipend, or benefits. Volunteers are covered by the District's general liability insurance policy while acting as a volunteer coach/advisor for the District. Volunteers must follow all District activity and athletic policies and procedures as well as other District policies as applicable. Head coaches/advisors are responsible for directing the activities of volunteers approved for their extra-curricular activity.

EMPLOYEE ACKNOWLEDGEMENT FORM

Staff Handbooks are available on the District website under the Staff Tab.

An original signed and dated copy of this form must be submitted to the School Office by September 1 each school year or otherwise announced deadline as a condition of continued employment.

The Handbooks describe important information about the Ripon Area School District. I acknowledge that I have reviewed my staff handbook. I understand that I should consult my principal if I have any questions that are not answered in the handbook.

I understand and acknowledge that there may be future changes to the information, policies, and benefits in the handbook. I also understand that the Ripon Area School District may add new policies to the handbook as well as replace, change, or cancel existing policies. I further understand that no one can make verbal/oral modifications to this handbook, nor can it be modified by practice. I understand that handbook changes can only be authorized in writing by the Superintendent or by the Ripon Board of Education.

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

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____