

Support Staff 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 January 20, 2025

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Ripon Area School District Mission, Vision, and Belief Statements

Ripon Area School District

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 <u>ALL</u> 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 <u>future-focused</u>

II. ABOUT TEACHERS AND TEACHING

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

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 <u>it</u>
- 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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I. INTRODUCTION

A. WELCOME

We are pleased to have you as a member of the staff 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.

The Ripon Area School District realizes the importance all staff members play in the ongoing process of providing a quality education to all students. Professional and support staff members alike must pull together as a team to help keep our educational system as strong as possible, our facilities as clean, safe, functional, and attractive as possible, and to best meet the needs of the children and the community we serve. Your support staff status simply means you provide a work service in a position which does not require your possession of a State-approved license or certificate (with the exception of special educational assistants who are required to be licensed). Highly-qualified instructional assistants are required to have an associate's degree or higher but not a license.

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 Support Staff Handbook has been written to provide information and guidance to staff 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 Support Staff 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 Support Staff Handbook, policies, regulations, or guidelines may result in disciplinary action in accordance with Policy 4139, 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 Support Staff 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 support employees are responsible for knowing and following. Additional publications that support employees should follow include, but are not limited to, Board policies and guidelines, the Support Staff Performance Evaluation document, building bulletins and handbooks, federal and state safety guidelines, and the Support Staff Wage and Benefit guide.

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;
- 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;
- 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.

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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	Emmy Jess, Pupil Service Director
1120 Metomen Street	100 Ringstad Drive
Ripon, WI 54971	Ripon, WI 54971
920-748-4600	920-748-4600
adamsj@ripon.k12.wi.us	jesse@ripon.k12.wi.us

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

Policy 4362, Policy 4362.01, AG 4362, and AG 4362

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.

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;
- н. Genetic information;
- 1. Handicap or disability (in accordance with Policy 1623, AG 1623A, and AG 1623B);
- J. Marital status;
- к. 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@ripon.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.

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- 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.

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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 pares 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 <u>not</u> directly related to your own employment conditions will be unaffected by this "chain of command" guideline.

Policy 4112 and 4112.01

D. CONFLICT OF INTEREST AND ETHICAL STANDARDS

Support Staff are expected to maintain high standards of honesty, integrity, impartiality, and professional conduct. Further, support 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 4210

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 4122.01, Policy 4215, AG 4122.01

F. EQUAL EMPLOYMENT OPPORTUNITY

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

Protected Classes include:

Race; Color; National origin; Age; Sex (including transgender status, change of sex, sexual orientation, or gender identity); Pregnancy; Creed or religion; Genetic information; Handicap or disability (in accordance with Policy 1623, AG 1623A, and 1623B); Marital status; Citizenship status; Veteran status; National origin; Ancestry; Arrest record; Conviction record (In accordance with Policy 4121); Use or nonuse of lawful products off the District's premises during non-working hours; Declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters; or Any other characteristic protected by law in its employment practices.

Policy 4122 and AG 4122

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 4111

H. OUTSIDE ACTIVITIES OF STAFF

Support staff are expected to avoid situations in which their personal interests, activities, and associations may conflict with the interests of the District.

Policy 4231

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 4231, AG 4231A

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 support staff's building principal and as further specified in other parts of this Support Staff Handbook. Any deviation from assigned hours must have prior approval from the support staff's immediate supervisor.

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 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.

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.

3. Child Abuse Reporting Requirement

Wisconsin Statutes 48.981 requires all school district employees to report cases of suspected child abuse or neglect. Each support staff 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 support staff 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 support staff 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 support staff 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 support staff 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 support staff.

Any equipment, unused supplies, or keys issued must be returned prior to the support staff'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 immediate supervisor 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. 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. Support Staff 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.

12. Injuries to Employees

Support Staff 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.

13. Injuries to Students

Support Staff 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.

14. Legal Actions Involving Employees

Every support staff 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 may conduct criminal history and background checks on its employees. 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.

15. Licensure of Employees

All matters related to obtaining and renewing a license or certification are the support staff member's personal responsibility. Each support staff member 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. The employment any persons not legally authorized for their position shall be terminated. No person shall be employed with an expired license. Employees shall maintain the licenses that are in effect upon hire. 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 pay until their portion of the application/renewal process is complete.

16. Operation of District Vehicles

All support staff 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. Employees who drive District vehicles must notify his/her supervisor 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 4440b

17. Operation of Personal Vehicle

Support Staff 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 4440c

18. Outside Employment

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the District. Employees 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 employees to devote maximum effort to the position in which employed. A employee 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 an employee 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 employee may use such off-duty time for the purposes of non-school employment. For more information see Policy 3230 and 3231.

19. Physical Examination

Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin Statutes. When hired, a support staff 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 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 employee'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.

20. Professional Appearance

Support staff are expected to be neat and professional in their dress and grooming. When on duty for the District, support staff are role models for students and are expected to dress in a manner that is consistent with the expectations outlined in Policy 3216.No employee dress code exists to stipulate a uniform approach to work site apparel choices for staff. Each employee is expected to dress in a manner appropriate to the effective, efficient, and safe accomplishment of duties related to the job he/she holds. As an employee of the district you are asked to keep in mind your need to project a positive image to the impressionable children enrolled in the schools. Your appearance also plays an important role in the impression the school program makes on visiting community members. Such an impression may impact the support those members offer to future school requests for assistance and support. Administration will determine when personal protective clothing and gear must be worn.

21. Professional Development

All support staff 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 support staff 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.

22. Safety Training

Support staff 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.

23. Student Supervision

The District requires support staff 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.

24. Work Spaces

Support staff are expected to maintain professional and appropriate work spaces that are consistent with the employee'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.

B. EMPLOYEE WORK DAY/HOURS OF WORK

1. Normal Hours of Work

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

All support staff 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 support staff are not to absent themselves from a class while that class is in session, nor should support staff leave the building earlier than the designated time at the end of the scheduled day. Support staff 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.

2. Meetings

Faculty Meetings: Some support staff are required to attend 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. Support staff who are required to attend administratively scheduled meetings will receive additional remuneration beyond their regularly paid hours for attending such meetings.

3. 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.

Nine-month support staff **do not report** to work when a scheduled school day is canceled or changed to a virtual day. This is an unpaid day and the hours may not be made up. Any scheduled sick days that fall on such a day will be canceled.

12-month employees (custodial, maintenance, or office) are to report for their normal work service schedules unless and until their supervisor requests their departure due to health, safety, or welfare concerns. Twelve-month employees will be given the option of requesting approval from their immediate supervisor(s) to take a vacation day or a day without pay if they are unable to report to work due to inclement weather. With the approval of their immediate supervisor, office staff may forward calls and work virtually.

4. Weather Related or Other Emergency Delay or Early Dismissal

Nine-month support staff will be paid up to two (2) hours of pay when school is delayed or dismissed early due to inclement weather in order to provide safe travel to and from school. Staff is not paid for the time they do not spend on the job after school is canceled or dismissed due to weather-related or other emergency conditions beyond the two (2) hours allowed for school delay or early dismissal.

Twelve-month employees (custodial, maintenance, or office) are to report for or remain for their normal work service schedules unless and until their supervisor requests their departure due to health, safety, or welfare concerns. Early dismissals of school due to weather-related conditions affect support staff in the same ways as described above for cancellations. Twelve-month hourly support staff will be paid up to two (2) hours of pay when school is delayed or dismissed early due to inclement weather in order to provide safe travel to and from school.

5. School Calendar

The school calendar shall be determined by the Board. A copy of the approved school year staff calendar is

available on the District website under the Staff tab. The approved Family Calendar is available under the District tab.

C. EMPLOYEE RESPONSIBILITIES

1. Access to Students

Support staff 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 support staff for which additional hourly compensation is made.

2. Professional Duties

The District recognizes that each support staff perform many duties not directly related with their regular work assignment nor specifically itemized in the position assignment. Professional duties are those considered to be part of the support staff 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 support staff have traditionally served;
- f. Letters of recommendation for students;
- g. Daily check of mailbox, minimally before school and in the afternoon;
- h. Daily monitoring of and response to email and voicemail;
- i. Summer monitoring of and response to email;
- j. Adherence to deadlines for submission of information and data to administration;
- k. Professional sharing of information obtained from workshop/conference attendance, site visit, school meeting, or District meeting.

3. Professional Growth

The District may occasionally require a support staff to attend a workshop or training necessary for employment that occurs outside scheduled work days. The support staff may be eligible for compensation for this required training and will be paid in accordance with their hourly wage.

Conferences and Workshops

Opportunities are available to support staff members to attend conferences, conventions, and/or workshops on topics related to their area of work assignment. Requests for workshops must be submitted in writing by completing a Staff Development Application. The application is available on the District website under the Staff Forms tab. Completed applications should be submitted to the employee's principal/supervisor prior to

attendance. A copy of the form indicating approval/disapproval of the request will be returned to the employee. Staff development approval can be given only if monies have been budgeted for such skills development purposes in advance.

Coursework Opportunities

Opportunities are available on a limited basis for support staff to receive reimbursement for technical college/university coursework applicable to their area of work assignment. Requests for approval to participate in such coursework must be submitted in writing to the employee's principal/supervisor in advance of enrolling in the course. Participation in coursework opportunities can be approved only if monies have been budgeted for such skills development purposes in advance. Coursework involved must focus on skills/knowledge development considered supportive of that staff member's continued strong or improved performance in his/her work assignment.

CPR/First Aid

All school support staff (Administrative Assistants, Clerk Typists, Instructional Aides, Special Education Aides, BRAVE Site Coordinators, and Custodians) are required to complete the CPR/First Aide training provided at district expense.

In addition, some school support staff (Administrative Assistants, Clerk Typists, Instructional Aides, Special Education Aides, and BRAVE Site Coordinators) are required to complete the Medication Training provided at district expense.

In-District Class Participation

The in-district in-service class offerings created and sponsored for other staff by Ripon Area School District personnel are available to support staff on a conditional basis. The conditions are:

1. The staff member must be a continuing employee (not a substitute);

2. The staff member involvement must be endorsed by his/her immediate supervisor as an indication of reasonable likely benefit of course completion to the staff member's work- related skills/knowledge. The staff member involved in the in-district in-service activity will be paid the normal work service rate for his/her outside-of-normal-work-hours time spent in course activities. The supervising administrator retains authority to disapprove planned in-service involvement considered unresponsive to staff member work service needs

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. Support staff job performance will be evaluated by the position's immediate supervisor on a quarterly basis during the employee's first year in the Ripon Area School District. After the first employment year, evaluations will be completed annually although

evaluations may be conducted more frequently if the supervising administrator feels such evaluations are needed and/or appropriate. Evaluations consist of supervisor assessment of work service and conference communication with the employee. Employee feedback can be made of the final evaluation form.-Both the evaluator and the evaluatee sign and date the evaluation document at the conclusion of the conference. One copy of the completed evaluation document will be provided to the employee, the evaluator will keep a copy, and the original evaluation document will be placed in the employee's permanent personnel file located in the district office. All evaluation form data will be treated in a confidential manner.

2. Employee Discipline

Given sufficient reason, the Board or designee has the right to suspend or discipline an employee in accordance with Policy 4139. A support staff 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 4140

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 support staff 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 support staff's personnel record. Instances of discipline as defined in Policy 4340 and AG 4340 are subject to the employee grievance procedure.

E. EMPLOYEE STATUS

1. Employee Definition

Regular Employees are defined as support staff 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 support staff 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 support staff 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.

2. Determination of Assignments

The Superintendent or designee is responsible for the assignment of all support staff in conformance with any legal requirements or certification requirements. Assignments shall be made in accordance with Policy 4130 and AG 4130. In all cases, the decision of the Superintendent shall be final as to the assignment of support staff.

3. Transfers

Support staff interested in transferring from one position to another will apply in writing to the Superintendent or designee 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 position, the support staff shall be consulted by the Superintendent or 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 support staff when the administrative decision is finalized.

Assignments shall be made in accordance with Policy 4130 and AG 4130. In all cases the decision of the Superintendent shall be final as to the assignment of support staff.

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 4131 and AG 4131. 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 support staff 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 support staff whose employment has been terminated or reduced is entitled to a future position or will receive any preference over other applicants. Support staff 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 and Resignation

Individual employment contracts of support staff 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 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 termination of support staff, he/she shall comply with Policy 4140 and AG 4140 and all applicable statutory non-renewal procedures.

Any decision to terminate support staff's employment shall be subject to review consistent with the grievance procedure in Policy 4340 and AG 4340.

Employees wishing to end employment status should submit a resignation in writing to their supervisor at least two (2) weeks in advance of their planned departure. Employees are expected to give as much notice of termination as possible in order to assist the district in recruitment and orientation of new staff. Resignations shall be processed in accordance with Policy 3140 and AG 3340.

Employees giving less than two weeks notice prior to leaving their position would not be entitled to vacation payout and should know the District may not be able to accommodate requests to use up vacation days.

Employees leaving district employment must return job-assigned school district materials and equipment on or before their last day or work.

Contacts to the district business office by the employee should verify information pertinent to employment transitioning. Insurance continuation via federal COBRA stipulations is among topics that should be discussed. Eligible employees who wish to retire under provisions of the district's retirement program must meet requirements for retirement.

F. GRIEVANCE PROCEDURE

Policy 4340 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

Payments shall be made on the tenth and twenty-fifth of each month and are available for view on the online employee portal. If either of these days falls on a weekend or bank holiday, pay will be deposited on the day preceding the tenth or the twenty-fifth. Any adjustments or extra pay to be included on an employee's wages in a given pay period must be submitted to the business office at least two weeks before the payday. Late submissions will be processed with the next payroll.

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. Support staff are encouraged to regularly check their pay-related information on the online Alio 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 pay, 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 support staff shall have their pay (after all appropriately authorized amounts have been deducted) directly deposited into one designated bank account of the employee's choosing. Any changes to direct deposit information may be made by notifying the Business Office.

B. WAGES AND RELATED COMPENSATION

1. Wages

Wage information for support staff is contained in the Support Staff Wage Guide. A wage guide for all work classifications in which classified personnel are employed is adopted annually by the Board. Support staff shall be placed on the wage guide according to job requirements and employee experience on the job. Such placement decisions are made at the time of appointment. Normally, all new employees shall be hired at the first step on the guide for the support position involved. Credit for prior work experience may be allowed and the employee placed at the wage guide step authorized by the superintendent.

2. Rest Periods

One-half hour of unpaid lunch is provided to each full-time employee and a paid regular rest period of fifteen minutes is allowed each morning and a paid ten-minute rest period is allowed each afternoon at a time approved by each employee's immediate supervisor. Said rest period times and lunch times are to be reflected in the employee's daily work schedule. Rest periods are reduced on a prorated basis when the employee only works part-time. No rest period accrues to an employee who provides less than four continuous hours of work. Special circumstances regarding waiving one-half hour of unpaid lunch for full-time employees may be approved by receipt of an advance written endorsement of the need for such flexibility from the employee's immediate supervisor. Rest periods shall not be combined with other rest

periods. Personal business (i.e., phone calls, email, etc.) should be done during an employee's rest periods or lunch period.

3. Additional Work

It is recognized that at times it may be necessary to complete additional work outside of the regularly scheduled workday. All requests for any extra work service time must be approved in advance by the employee's supervisor. Supervisors are considered authorized to approve flexible employment workday schedules as long as all work duties continue to be efficiently and effectively accomplished.

It is the policy of the school district that overtime pay for district support staff be kept to a minimum. In the event that overtime is authorized by the administration, an employee may, if agreeable, be granted time off ("comp time") in lieu of additional wages (if such action is within legal restrictions). The "comp time" must be taken in the same work week (Sunday - Saturday) in which the overtime occurred.

When overtime pay is authorized, it will be compensated at the rate of one and one-half times the employee's hourly rate but only for hours worked beyond forty hours per week.

4. Overtime

Overtime hours except in true emergency situations are to be authorized <u>in advance</u> by the employee's supervisor (and endorsed by the appropriate administrator as necessary). The "Request for Overtime Work Approval" form is available on the district website.

In the case of an custodial/maintenance emergency call in, staff will be compensated for a minimum of 2 hours at the the rate of one and one-half times the employee's hourly rate.

5. 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 Support Staff Wage & Benefit Guide.

6. Supervisory Duties

Supervisory duty assignments, including but not limited to lunch, bus, and recess duties, will be assigned to 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. Any payments for supervisory duties shall be made based upon the support staff's hourly wage.

7. Substitute Assignment

Support staff may be assigned to serve as a substitute during his/her workday.

8. Required Training

The District may occasionally require a support staff to attend a workshop or training necessary for employment that occurs outside scheduled work days. The support staff may be eligible for compensation for this required training and will be paid in accordance with their hourly wage.

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 support staff's first day of employment. Except for cases of misconduct, support staff 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. *Support staff 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 self-funded dental plans are assured the privacy protections required by Federal and State Law in accordance with Policy 4419.01, AG 4419.01, Policy 4419.02 and AG 4419.01.

3. Eligibility for Health and Dental Insurance

Each eligible support staff employed by the District is eligible to have group health and dental insurance on single or family plan basis. A support staff whose individual contract has an assignment of at least thirty hours per week may be 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. Support staff whose assignments are less than thirty hours per week are not eligible to participate in the District's health insurance.

4. Premium Contributions for Health Insurance

Full-time support staff 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 support staff 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 support staff 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.

All support staff whose individual contract has an assignment of at least thirty hours per week, is eligible for the dental insurance. Support staff whose assignments are less than thirty hours per week are not eligible for any District premium contribution.

6. Employer Continuation of Coverage

Coverage will be continued for eligible professional educators should any of the following occur:

- a. 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.
- b. **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
- c. 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
- d. **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.

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 support staff under the Internal Revenue Service code that permits employees to choose cash in lieu of family plan health insurance benefits.

All support staff 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 support staff 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 each payroll. It is understood that this ABP payment is not considered compensation by the WRS.

8. Group Term Life Insurance

Each support staff 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 support staff. 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 support staff 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 support staff 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.

Support staff should use District-owned vehicles or bus transportation whenever transporting students. When attending meetings/workshops outside of the District, support staff 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 support staff 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 support staff, and reserves the right to modify or terminate this benefit at any time.

Support staff who voluntarily retire and meet all of the criteria listed below, shall be eligible to convert accumulated sick leave to a credit of accumulated sick leave. Staff will be paid at their current hourly rate. The sum of the sick leave conversion shall be placed into a Health Reimbursement Agreement (HRA) account to be used for medical expenses covered by the following condition:

- 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 for such benefit, however, classified personnel must meet all of the following requirements:

- Must have been employed in the Ripon Area School District for a minimum of fifteen (15) years, not less than four hours per day, and not less than nine months per year.
- 2. Must have attained the age of at least fifty-five years on or before September 1 prior to voluntarily retiring.
- 3. Must submit a written voluntary resignation to the superintendent of schools on or before March 1 of the year of retirement with the exceptions of a mid-year retirement. To be eligible to convert accumulated sick leave to an Health Reimbursement Account (HRA), the individual must, upon retirement, elect to take a benefit with the Wisconsin Retirement system not more than thirty days following the date of voluntary retirement.

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 supervisor prior to seeking medical attention, if at all possible. In the event of an emergency, the employee shall notify his/her supervisor 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 support staff or support staff that work 20 hours per week (0.50FTE) are eligible for paid leaves. Each support staff will have access to his or her paid leave balances through the online employee portal. Paid leave may be taken in hourly 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 support staff. In all cases of absence, it is the responsibility of the support staff to submit via the online employee portal to his/her supervisor in a timely manner.

Annually, on the first day the 9-month support staff reports to work for the contract year, ten sick leave days and one personal leave day are credited to the employee's account. Annually on July 1, 12-month support staff will have twelve sick leave days and two personal leave days credited to the employee's account. Support staff 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 support staff on the first day the support staff reports to work for the contract year. Sick leave will accumulate to a maximum of one hundred days.

Support staff beginning work after the first day of the contract year shall receive a pro-rated amount of sick leave. Support staff 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 support staff has exceeded his/her account total, then the amount exceeded shall be deducted from the final amount of salary due to the support staff.

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 support staff incapable of performing his/her assignment. Sick leave may be used to care for a family member or member of the support staff'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, support staff are expected to return to work after the appointment if the timeframe permits them to do so.

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 employee 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 employee 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 working day per school year will be granted to a support staff who has personal matters which require absence during the normal school day. A support staff shall apply for such leave via the online employee portal at least two working days in advance of the requested leave. No more than two support staff in a building or five support staff in the District may exercise personal leave Leave or Chaperone Leave on the same day. One personal day may be carried over to the next school year.

It is understood a support staff may use a personal day for funerals or medical emergencies but is not required to do so. A second personal day will be granted to 12-month support personnel to be used only during days when school is not in session, i.e., summer vacation, spring break, etc. One personal leave day may be carried over to the following year. Leave must be requested via the online employee portal.

Support staff employed for the full five-week duration of summer school with a minimum of 4 scheduled hours per day shall be eligible for one non-cumulative day of personal leave for the following school year. The personal day benefit will equate to the number of hours defined as one day on the support staff member's wage worksheet. The personal day may be used on days of least impact to students and not to be used to extend a break or miss an assigned day for BRAVE. Support Staff will not be eligible to receive this benefit if absent for more than 2 days during the scheduled summer session. Absences are limited to sick leave, emergency leave, or district approved continuing professional development.

3. Bereavement Leave

Support staff 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 support staff's responsibility to leave via the online employee portal to his/her supervisor in advance of taking such leave. Support staff who access Bereavement Leave consisting of multiple days for the same death shall confer with his/her supervisor 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 support staff 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 support staff 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 support staff's residence or vehicle caused by fire, flood, tornado, or other unforeseen emergency.

5. Chaperone Day

Support staff whose child is enrolled in the District may apply for the equivalent of one paid day per child per year, allocated in hours, 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 online employee portal.

6. Jury Duty and Witness Duty

Where a support staff 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 support staff will be paid his/her full wages 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 support staff for performing jury duty shall be endorsed to the District. Support staff shall report to work from jury duty or the witness stand if released prior to the afternoon the session. Support staff 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 support staff is absent due to required service in the National Guard or Reserve, the support staff will be paid his/her full wages 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 support staff 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

Support staff 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). Support staff must give their supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

Support staff will not be paid for military leave. However, support staff 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 support staff is otherwise eligible.

A support staff 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 support staff who is on military leave for more than 30 days must apply for reinstatement in accordance with USERRA and applicable state laws.

Support staff who return from military leave (depending on the length of military service in accordance with USSERA) will be placed either in the position the support staff 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 support staff will be treated as if he/she had been continuously employed.

9. Administratively-Approved Leave

A support staff 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 support staff has no control of the date. Paid Administratively-Approved Leave shall access the support staff's Sick Leave account. Unpaid Administratively-Approved Leave shall result in unpaid hours on the support staff employee's check. This leave and the conditions thereof, including compensation, shall be at the discretion of the Superintendent or Business Manager whose decision shall be final and without appeal.

Requests for Administratively-Approved Leave shall be made via the online employee portal with the appropriate form attached 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 support staff shall be responsible for submitting the request 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.

10. Holidays

All support staff working at least twenty hours per week have one paid holiday for Christmas day. All 12-month employees have ten paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas Day, Christmas Day, and the day before New Year's Day.

When any of the above holidays fall on Saturday or Sunday, the superintendent or administrative designee will determine in consultation with affected employees when the holiday from work will be taken. Any such deferred holidays shall not effectively reduce the number of annual vacation days to which an employee is entitled or the number of employment service days required per contract stipulation.

11. Vacations

A 12-month employee will be entitled to a full complement of vacation days as set by the Board of Education for that position. Vacation days are prorated if separation occurs.

The following guidelines and procedures regulate twelve-month employees when they schedule their vacation:

- 1. Except with supervisor written endorsement, an employee request for multiple consecutive days of vacation must be submitted via online employee portal two weeks in advance of the date of which the vacation is to begin. Single or half-days of vacation may be scheduled in a more impromptu fashion with supervisor approval
- 2. Normally, only one employee per job classification may be on vacation at any one time from any one building/program service site. Supervising administrators may waive this restriction.
- 3. Employees are generally encouraged to take vacation during the summer. Employees may take one or two consecutive weeks of vacation during the summer with the advance written approval of the employee's supervising administrator. If more than two consecutive weeks of vacation are needed for a summer vacation, permission must be granted by the superintendent.
- 4. An employee may take no more than one week of vacation at any one time during the school year unless additional time is approved by the superintendent. An employee who cannot take two weeks of consecutive vacation in the summer because of workload may take two weeks of consecutive vacation during the school year if approved by the superintendent.
- 5. A substitute will not be employed when an employee is on vacation during the summer months. When possible, a substitute will not be employed when an employee is on vacation during the school year when students/staff are present.

Standard Vacation and Longevity-Related Allocations

Twelve-month custodial/maintenance and clerical employees will be entitled to the following annual vacation allowances:

Full Years of Service	Vacation Allocation
1-15 years	15 days
16 years	16 days
17 years	17 days
18 years	18 days
19 years	19 days
20 years	20 days

Carryover of Earned Vacation Days for Active Staff

Full and complete use of contractually-granted vacation time is encouraged as promotion of employee wellness. Normally, all contractualized vacation days must be used within the year earned.

In unusual cases, when the employee work or advanced training/study schedule does not permit the use of all vacation days, up to 75 percent of these days, if unused, may be carried over into the next employee contractual year. No more than 75 percent of the current year's vacation allocation may be carried over into the ensuing year, and no more than the equivalent of five days may be carried over beyond August 15 of the ensuing year.

Vacation days that are accumulated in excess of this policy's limitations and/or in contradiction to outlined procedures above are similarly considered "lost" to employee use or other benefit.

Vacation days allotted to the various employment positions will be determined according to the position job description and will be indirectly specified in the employment contract. This specification shall identify the exact number of employment service days to be delivered to the district by the employee. This specification shall not include the ten paid holidays.

Vacation Calculations Upon Resignation

Employees resigning from district employment in any fiscal year are limited to carrying only one full contract year's vacation day total up to the last day of work. Prorated accumulated prior year accrual of vacation time shall be paid out as a lump sum on the final payroll.

Vacation Calculations Upon Retirement

Employees retiring from district employment in any fiscal year are limited to carrying only one full contract year's vacation day total up to the last day of work. If an employee leaves a school district employment position, in midyear, accumulated vacation time generated by the current year's employment will be prorated. The proration will be calculated as the amount of service days totaled from days worked (including legitimate sick, emergency, and personal days used) divided by the total number of work service days in that contractual year of service. The prorated days thereby extending the last active day, or they may be taken as a payout to be processed through payroll. Insurance coverage ends at the end of the month of your last physical consecutive work day prior to using accumulated vacation.

B. FAMILY AND MEDICAL LEAVE ACT

Support Staff 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 <u>FMLA leave is unpaid</u>, the support staff's paid leave days will be used until exhausted. All available leave days must be

applied when an staff member is out of FMLA. Questions regarding FMLA leave should be directed to the District's Business Office.

C. LEAVES OF ABSENCE

An employee, upon submitted request, may be granted a leave of absence by the superintendent of schools. No leave of absence may be extended beyond the end of the current school year, except by renewal by the superintendent of schools. Any leave so granted and not covered by emergency leave provisions will be "unpaid" leave.

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

Support staff 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 support staff per school year and is subject to hiring a qualified replacement for the leave period. This leave provision is not available to support staff 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.

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

Support staff 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.

3. Benefits During Leave

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

- a. Support staff may not advance on the wage guide for time when they are on an unpaid Leave of Absence.
- b. The support staff 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 support staff's insurance coverage shall be terminated.*

c. During the unpaid leave, the support staff 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 support staff 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 March 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 support staff, the support staff will be continued in unpaid leave status. If the support staff 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 support staff may be returned to a position equivalent in terms of hours and wages unless the percentage of the position was reduced or increased due to nonrenewal or layoff, whichever is applicable.

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

- a. The support staff has previously indicated his/her intent to return to duty following the expiration of the medical leave.
- b. The support staff 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 support staff. The District will pay all costs associated with the second physician's certification.

Failure to Return after Expiration of Leave: In the event the support staff 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.

4. Employment Interruption/Return

Support staff who resign their positions after <u>more than</u> one year in the post can be re-employed by the Ripon Area School District in that same or a differing post in the future at an hourly rate level one year below the seniority-only rate/level they were compensated at upon their recent resignation from district employment. Support staff with less than two years' seniority accumulation who leave district employ and subsequently return are treated as new employees. Support staff subject to layoff due only to their seniority status (and with multiple years seniority in a post) will be able to return to their prior wage level status upon

being re-employed in that post. These re-employment wage level placement rules affect classified staff returning to district employment July 1, 2002 or after.

VII. EXTRA-CURRICULAR ACTIVITY ASSIGNMENTS

A. LETTER OF ASSIGNMENT

Support staff 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 support staff's regular workday which may conflict with the support staff's main employment assignment with the District. In such cases, the support staff shall consult with his/her supervisor to determine the appropriate course of action. In the supervisor's sole discretion, a solution for the time conflict shall be approved with the expectation that the support staff will adhere to the supervisor's plan.

C. EVALUATION

Individuals holding extra-curricular assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate. When determining the manner and frequency of evaluations, the supervisor 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: _____