

Gillett School District

Support Staff Handbook

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TABLE OF CONTENTS

POLICY MANUAL PURPOSE

1. DEFINITION OF EMPLOYEES	6
a. Regular Full-Time	6
b. Regular Part-Time	6
c. Summer Help	6
2. PAY POLICY.....	6
a. Wages:.....	6
b. Payroll Dates:	6
c. Direct Deposit:	6
3. PHYSICAL EXAMINATION AND SKIN TUBERCULIN TEST	7
4. DAYS AND HOURS OF WORK.....	7
a. Time Reporting.....	7
b. Work Day Hours:	7
c. Changes in Schedule:	7
d. Lunch and Breaks:	8
e. Call-In-Time:	8
f. Overtime and Compensatory Time:.....	8
g. School Cancellations:	9
5. MILEAGE PAYMENTS	9
6. TRAINING	9
7. LICENSE	9
8. SICK LEAVE	10
a. Sick Days:.....	10
b. Advance Notice and Use	10
c. Medical Certification.....	10
9. ABSENCES OTHER THAN SICK LEAVE.....	11
a. Bereavement/Funeral Leave.....	11

b.	Child Illness Care	11
c.	Individual Personal Leave	11
d.	Jury – Court Leave.....	12
e.	Authorized Leave Without Pay	12
f.	Unauthorized Absences	12
g.	Family and Medical Leave Act	12
h.	Military Leave.....	12
10.	HOLIDAYS.....	13
11.	VACATION	14
12.	BENEFITS	15
a.	Health Insurance	15
b.	Dental Insurance	15
c.	Life Insurance.....	16
d.	Long-Term Disability Insurance	16
e.	Workers’ Compensation	16
f.	Tax Sheltered Annuity (TSA)	16
g.	Flex Benefit Plan	16
h.	Wisconsin Retirement System	16
13.	POST EMPLOYMENT BENEFIT.....	17
14.	EVALUATIONS.....	18
15.	REDUCTION IN WORK FORCE	18
16.	RESIGNATION	18
17.	ORIENTATION PERIOD	19
18.	DISCIPLINE AND DISCHARGE	19
19.	GRIEVANCE PROCEDURES	19
20.	HARASSMENT/VIOLENCE/BULLYING IN THE WORKPLACE.....	19
21.	DRUG-FREE WORKPLACE	20
22.	EMPLOYMENT BACKGROUND CHECKS	20
23.	STAFF CONDUCT	20

APPEDIX A - EMPLOYEE BENEFITS/INSURANCE 21

- 1. Health Insurance 21
- 2. Dental Insurance 21
- 3. Long-Term Disability Insurance 21
- 4. Life Insurance 21

APPEDIX B - GRIEVANCE PROCEDURE..... 22

APPEDIX C - VIOLENCE/BULLYING IN THE WORKPLACE..... 27

APPEDIX D - DRUG-, ALCOHOL-, AND TOBACCO-FREE WORKPLACE 29

Gillett School District Support Staff Handbook

This Support Staff Handbook is a summary of some of the employment policies, procedures, rules and regulations of the Board of Education for the Gillett School District. It has been prepared to acquaint employees with the policies, procedures, rules and regulations, and to provide for the orderly and efficient operation of the District. Most of employee questions will be answered in this Handbook. However, if there are questions regarding the Handbook, or matters that are not covered, they should be directed to the direct supervisor.

This Support Staff Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, expressed or implied. Employment is not for any definite period, unless otherwise set forth in writing by contract or by statute. Nothing in this Handbook alters the right of the District to end employment relationship for any legal non-arbitrary or capricious reason.

The Board reserves the right, with or without notice to add, delete or change any or all of the provisions herein as it feels necessary for the good of the District.

EQUAL EMPLOYMENT OPPORTUNITY

The District will not discriminate against any employee or applicant for employment on the basis of age, race, creed, color, sex, marital status, national origin, religion, disability or sexual orientation, citizenship, pregnancy, political affiliation, arrest record, conviction record, military service, use or nonuse of lawful products off the District's premises during nonworking hours, and any other reason prohibited by state or federal law.

1. DEFINITION OF EMPLOYEES

a. Regular Full-Time:

A regular full-time employee is any employee who has a regular schedule of work of forty (40) hours per week.

b. Regular Part-Time:

A regular part-time employee is any employee who has a regular schedule of work that is less than forty (40) hours per week.

Any employee who has a regular schedule of work that is less than thirty (30) hours per week shall not be eligible for employee benefits unless specifically listed in the benefit section.

c. Summer Help:

Employees who are hired to work during the summer when school is not in session (i.e. summer school, special projects). Summer help will utilize a summer pay rate which may be different than an employee's regular rate of pay. Summer help will be hired by mutual agreement between the employee and the District. Summer help hours do not apply toward regular full-time or regular part-time hours. Summer help is considered a separate position that does not apply towards school year days and hours of work.

2. PAY POLICY

a. Wages:

The District will comply with Federal wage and hour laws and State Statutes as to employee compensation.

b. Payroll Dates:

Support Staff will be paid every other Friday.

c. Direct Deposit:

Payroll will be distributed by direct deposit to one designated bank account.

3. PHYSICAL EXAMINATION AND SKIN TUBERCULIN TEST

As a requirement for employment, support staff will be required to have a physical examination, skin tuberculin test, and drug screening prior to the first working day. The cost of the physical examination shall be paid by the school district. The provider will be selected by the District. A special examination may be requested by the Administration whenever an employee shows obvious signs of physical or mental problems that affect his/her performance in the classroom. The employee shall be notified of the reason for the special examination, which may include alcohol and/or drug testing. Such examination will be arranged and paid for by the District.

4. DAYS AND HOURS OF WORK

This is intended only to provide a basis for calculating work hours and shall not be construed as a guarantee of hours of work per day or per week. Compensation shall not be paid more than once for the same hours of work.

a. Time Reporting:

Personnel will complete a time report for each designated pay period noting the hours worked. The time report is to be submitted to the employee's supervisor who will verify the hours and, in turn, submit the record to the payroll coordinator for payroll purposes.

b. Work Day Hours:

Each employee will have a scheduled work day that best fits the needs of the students and the district. Work day hours will be set by the district and communicated to each employee. Each employee should be fully aware of the work day hours for his/her position including lunch and other breaks. Question may be raised with the immediate supervisor/director or the District Administrator to guarantee no misunderstandings. The District reserves the right to schedule employees, on an occasional basis, outside the parameters of their normal work day when it is deemed necessary to do so. The District will provide notice of such change to the employee affected as far in advance as is reasonably practicable.

c. Changes in Schedule:

Should it be necessary in the judgment of the employer to establish daily or weekly work schedules departing from the employee's normal work day or work week, notice of such change shall be given to the employee affected as far in advance as is reasonably practicable.

d. Lunch and Breaks:

A minimum of a thirty (30) minute unpaid lunch hour shall be granted to employees as scheduled by their immediate supervisor/director. Each full-time employee shall be entitled to two (2) paid breaks of fifteen (15) minutes each as scheduled by their immediate supervisor/director. Employees working three (3) or more hours but less than full-time per day shall receive on (1) such break. Employees working less than three (3) hours per day are not eligible for breaks.

e. Call-In-Time:

An employee called back to work after having gone home shall receive a minimum of two (2) hours straight-time pay or pay for the actual time worked, whichever is greater. The District may assign such employee to any work which he/she is qualified to perform during such period.

f. Overtime and Compensatory Time:

Assigned to work on Sundays shall be paid as the rate of time and one-half (1-1/2) of their regular rate.

All extra hours must have prior written approval by the employee's immediate supervisor/director. With prior approval, all hours actually worked over forty (40) hours per week, shall be paid at time and one-half (1-1/2) of employee's regular straight time hourly rate of pay. Time over forty (40) hours per week does not include sick, vacation, or holiday time per the Fair Labor Standards Act.

Compensatory time at the rate of one and one-half (1-1/2) times the number of overtime hours actually earned may be used in lieu of overtime payment if appropriate documentation exists. The scheduling of such compensatory time shall be done by the employee's immediate supervisor and shall be utilized during student non-contact time when practical. Compensatory time must be used within thirty (30) days of earning it or it will be paid out at time and one-half (1-1/2). Accrued compensatory time in excess of sixteen (16) hours will be paid. Excess time will be paid within two (2) payroll runs.

The Employer reserves the right to schedule overtime work as required in a manner most advantageous to the employer and consistent with the requirements of the school district in the public interest.

g. School Cancellations:

School term employees will not be paid for days when school is closed due to inclement weather or other emergencies as determined by the District Administrator. School term employees shall later have the opportunity to make up the day if school is rescheduled. If cancelled days are not made up, the days will remain unpaid.

Full year employees are expected to come to work when school is called off for students. If a full year employee elects to not report to work, he/she is subject to a wage deduction, or loss of vacation time, or loss of personal time as selected by the employee. If the employee elects to come in late or leave early, he/she is subject to a wage deduction, or loss of vacation time, or loss of personal time as selected by the employee. If the District Administrator sends employees home, because of inclement weather or other emergency, or school is delayed, that portion of the work day covered by the directive will be deducted from his/her wages or the employee may use their unused personal or vacation time.

5. MILEAGE PAYMENTS

Where employees are required to use their personal vehicles for school purposes, they will be reimbursed for such use at the prevailing IRS allowable mileage rate, after a voucher has been properly submitted to the Business Manager upon written approval of the building principal.

6. TRAINING

If required by the Employer, the Employee will provide appropriate equipment, uniforms and supplies. The District shall pay expenses and mileage for off-site, out-of-town training that is required and approved by the Employer.

7. LICENSE

The Employer shall pay the cost of DPI certification for special education aides where such certification is required by the Employer for the job assigned to the employee and is pre-approved by Employer.

8. SICK LEAVE

a. Sick Days:

All full time employees are granted ten (10) days sick leave for each full year of service, cumulative to one hundred five (105) days.

Part-time Employees:

Part-time employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

The sick leave day for employees shall be equal to the normal day worked by employees. (Normal workdays of eight (8) hours, sick leave pay of eight (8) hours.)

Employees hired after July 1, 2012 will accumulate to a maximum of ninety (90) days. Notification of accumulated sick leave, emergency, and personal leave will be reported in a combined column monthly on an advice of deposit. Notification of accumulated vacation days will be reported monthly on an advice of deposit.

b. Advance Notice and Use

If any employee is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the employee to notify the superintendent/or designee as far in advance as possible in writing of the anticipated time and duration of such sick leave, the reason for requesting such sick leave and medical certification that the employee will be unable to perform his/her normal work function. Employees will be required to begin using sick leave on the date which their doctor certifies that they are medically unable to perform their normal duties. An employee on sick leave is required to notify the superintendent/or designee at the earliest possible time of the anticipated date on which the employee will be able to resume his/her normal work duties.

c. Medical Certification

The Superintendent may require a certificate from the employee's physician that an employee on sick leave is medically unable to perform his/her normal duties and the Superintendent may require such medical certification from time to time until the employee returns to his/her normal duties. The District will pay for the cost of the physician's certificate if the validity of the leave is verified by the physician. If an employee on sick leave fails to return to work as soon as he/she is medically able to perform his/her assigned duties, he/she may be deemed to have resigned his/her position with the District and to have waived all employment rights. Sick leave benefits under this provision shall be paid to the employee on sick leave only for the actual service days and/or school days missed due to medical inability to perform his/her normal duties.

9. ABSENCES OTHER THAN SICK LEAVE

a. Bereavement/Funeral Leave

In the event of death in an employee's immediate family, the employee shall be allowed per occurrence five (5) day(s) off work with pay. Such days shall be deducted from the employee's accumulated sick leave. Immediate family includes the spouse, parents, domestic partner, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse.

Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family employees shall be granted three (3) day(s) with pay per occurrence to attend funerals of aunts, uncles, nieces, nephews, first cousins and other individuals residing in the employee's household. Such days shall be deducted from the employee's accumulated sick leave.

In extenuating circumstances, additional days may be granted by the District Administrator or his/her designee. Such additional days, at the option of the employee, shall be deducted from the employee's accumulated sick leave if the employee wants paid leave.

b. Child Illness Care

Up to a maximum of two (2) days of sick leave may be utilized for the illness of household dependent children. Except where the Family Medical Leave Act may be applied to the contrary, any leave granted for dependent child care will be deducted from accrued sick leave.

c. Individual Personal Leave

Employees with less than ten (10) years of employment in the District shall be entitled to one (1) personal day per year provided the employee gives at least twenty-four (24) hour notice to his/her immediate supervisor.

Employees who have ten (10) or more years of employment in the District shall be entitled to two (2) personal days per year, with no accumulation, provided the employee gives at least twenty-four (24) hour notice to his/her immediate supervisor.

No more than two (2) employees within a work department will be allowed to use this personal day on any given day.

Employees will need to have prior approval and give at least twenty-four (24) hours notice to their immediate supervisor when using their personal leave day.

Any personal day granted will be deducted from personal leave.

Personal leave days shall not be used to extend a holiday, vacation, or school recess period. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. These personal days shall be non-cumulative.

d. Jury – Court Leave

If an employee is subpoenaed to appear before a court or tribunal, through no issue or fault of his/her own, or is required to perform jury duty, that employee shall receive his/her regular pay for those days upon prior approval from the Superintendent. Those days shall not be deducted from the employee's accumulated sick leave. If an employee performs jury duty/subpoena and receives his/her regular salary, he/she shall remit any pay he/she receives for jury duty/subpoena back to the District.

e. Authorized Leave Without Pay

Leave without pay may be granted by the Superintendent with recommendation by the supervisor for those occasions which are not disruptive to the normal operation of the school. Authorized leave requires a notification to be given the building administrator immediately in event of an unanticipated situation or one week in advance of an anticipated situation. Other available leave options should be exhausted prior to employee requesting authorized leave without pay.

Support Staff requesting and granted more than two (2) days per school year of leave without pay will be permitted to continue insurance benefits at their own expense. The District will prorate the additional days of approved leave without pay insurance benefits as an employee expense.

f. Unauthorized Absences

Abuse or fraudulent use of any of the various leave provisions may result in loss pay, suspension without pay, or discharge. Employees must receive prior approval of the Superintendent before absenting themselves from work.

g. Family and Medical Leave Act

The District agrees to provide all leave benefits required under the Wisconsin Family Medical Leave Act, Section 103.10 Wis. Stats., as it may be amended from time to time and the federal FMLA. The benefits provided shall run concurrently with any required leave under Section 103.10 Wis. Stats. to the extent allowed by law. Leaves shall be consistent with the District FMLA policy.

h. Military Leave

Any employee who enters service in any of the armed forces of the United States shall, upon termination of such service by honorable discharge or other evidence

of good standing, be entitled to reemployment in accordance with provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 and other applicable federal and state laws.

10. HOLIDAYS

Twelve (12) month employees are entitled to the following paid holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve ½ day
- Christmas Day
- New Year’s Eve ½ Day
- New Year’s Day
- Good Friday
- Memorial Day

Less than twelve (12) month – more than school term employees are entitled to the following paid holidays:

- Labor Day
- Thanksgiving Day
- Christmas Eve ½ day
- Christmas Day
- New Year’s Eve ½ Day
- New Year’s Day
- Good Friday
- Memorial Day

School term employees are entitled to the following paid holidays:

- Labor Day*
- Thanksgiving Day
- Christmas Eve ½ day
- Christmas Day
- New Year’s Eve ½ Day
- New Year’s Day
- Good Friday
- Memorial Day

* If date falls within approved school calendar.

Whenever a holiday falls on a Saturday or Sunday, the Superintendent will designate another day as a non-working day. In order to be eligible for holiday pay and employee must be on the active payroll of the District and must have

worked his/her full regularly scheduled workday before and after the holiday, unless excused by the Superintendent for a paid leave. Employees will be compensated for paid holidays at their normal daily rate.

An employee who is called in to work on a holiday shall receive one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay for all hours worked.

If a holiday(s) falls internally within a vacation period of the employee, the employee will be paid for the holiday(s), but the holiday(s) will not be counted as used vacation time.

11. VACATION

All twelve (12) month regular full-time or twelve (12) month regular part-time employees working 20 or more hours per week for a full calendar year, who have been continuously employed for a period of at least twelve (12) months shall be entitled to vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
One (1)	One (1) week (five work days)
Two (2)	Two (2) weeks (ten work days)
Eight (8)	Three (3) weeks (fifteen work days)
Twenty (20)	Four (4) weeks (twenty work days)
Twenty-five (25)	Five (5) weeks (twenty-five work days)

Selection of vacation days must have prior written approval of the employee's immediate supervisor. A minimum of seven (7) days advance notice, in writing, must be filed by the employee with the Superintendent. It is understood that the employer may limit the length of vacation any employee takes at one time and also reserves the right to approve the scheduling of vacations so as not to interrupt the operations of the school district.

An employee who properly resign or retires his/her employment with the district (by providing a minimum of two (2) weeks written notice to the Superintendent) shall receive vacation pay on a prorated basis provided the employee has worked at least twelve (12) consecutive months. Vacations shall not accumulate from year to year. Effective on the employee's anniversary during the 2001-2002 contract year, employees may carry up to five (5) days of unused vacation, with prior approval from the District Administrator.

Should a paid holiday fall during an employee's vacation, his/her vacation period shall be extended one (1) day for each holiday.

Vacation days may be used for sick leave if the employee's sick leave has been exhausted.

12. BENEFITS

The District reserves the right to select carriers, administrators and plans or to self-fund for any insurance benefits provided. Support staff employees regularly scheduled to work forty (40) hours per week will be eligible for full annual single or family-combined health and dental insurance premium (less required individual contribution). Support staff employees regularly scheduled to work thirty (30) or more hours per week will have the opportunity for benefits prorated accordingly. Support staff employees regularly scheduled to work less than thirty (30) hours per week will not qualify for benefits.

Coverage will commence on the first day of the month after employment. The health and dental insurance benefits described in this manual and the appendix terminate according to the following schedule:

- If an employee has completed the school year, resigns or is terminated during the term of his/her employment, the District coverage shall cease at the end of the month the retirement, resignation or termination becomes effective.

See the attached Appendix (A) for specific premium information.

In the event there is any inconsistency between the actual plan documents and this handbook or Appendix (A), the plan documents control.

a. Health Insurance

Group health insurance will be available to those meeting eligibility requirements. The Board of Education will insure that insurance premium contribution will be subject to Section 125.

If both spouses are employed by the District and are eligible for health insurance, the employees will be eligible for one family plan or two (2) single plans at the discretion of the District.

For detailed information on the District's health insurance plans please refer to Appendix (A1).

b. Dental Insurance

Dental insurance will be available to those meeting eligibility requirements. For detailed information on the District's dental insurance plan please refer to Appendix (A2).

c. Life Insurance

The Board will make life insurance available to those meeting eligibility requirements. Support staff may be able to continue the current policy by paying his/her life insurance premium after he/she retires subject to plan regulations. For detailed information on the District's life insurance plan please refer to Appendix (A4).

d. Long-Term Disability Insurance

Long-Term Disability Insurance will be available to employees desiring such coverage. For detailed information on the District's long-term disability insurance plan please refer to Appendix (A3).

e. Workers' Compensation

The District will provide Workers' Compensation as required by law.

f. Tax Sheltered Annuity (TSA)

A TSA program will be available to support staff in accordance with the District's 403(b) program. Tax sheltered annuities will be limited to no more than five (5) companies that meet Internal Revenue Service (IRS) criteria. The District may limit the number of companies available.

g. Flex Benefit Plan

A Flex Benefit Plan will be made available to support staff for daycare and additional qualifying health costs.

h. Wisconsin Retirement System

The District will comply with the requirements established by State Statute and the Department of Employee Trust Funds for contributions to the Wisconsin Retirement System (WRS).

13. POST EMPLOYMENT BENEFIT

Employees who wish to retire must notify the District Administrator in writing by April 15th of their last employment year.

- a. Employees who retire and who qualify for state retirement system benefits or their equivalent shall be eligible to remain in the District's group health/dental plans.
- b. School year employees, with an official employment date prior to July 1, 2007, who reach the age of 55, with fifteen (15) years of school year experience in the District, shall be eligible to have paid on their behalf, for a period not to exceed 36 consecutive months, the same monthly board contributions for medical/dental coverage's that are available to active employees.
- c. Twelve-month employees, with an official employment date prior to July 1, 2007, who reach the age of 55, with fifteen (15) full-time years of experience in the District, shall be eligible to have paid on their behalf an additional year (twelve months), not to exceed a total of 48 consecutive months, the same monthly board contributions for medical/dental coverage's that are available to active employees. A nine (9) month employee who becomes a twelve (12) months employee shall be eligible to receive the additional year of retirement once he/she has worked a total of 180 months in the District.
- d. If the period between the employee's retirement date and eligibility for Medicare is longer than 36/48 months, the employee shall inform the employer of the three-year/four-year period he/she wishes to have contributions paid on his/her behalf, to the extent allowed by the insurance carrier.
- e. If an employee becomes eligible for Medicare before the 36/48 month benefit period expires, Board contributions may be used to pay for Medicare supplemental insurance coverage up to the amount for active employees.
- f. Employees with an official employment date after June 30, 2007 are not eligible to receive the District Post Retirement Insurance benefits as described in the Article.

14. EVALUATIONS

The primary purpose of evaluation is to provide continuous improvement in the quality of service to the students, staff, and community.

a. Procedures and Instruments:

The District will orient new employees regarding evaluations procedures and instruments. If an instrument is changed, all affected employees will be reoriented. The employee will usually be evaluated at least one time per year.

b. Receipt of Evaluation:

The employee shall receive a copy of his/her evaluation. The employee will be expected to sign his/her evaluation but only to acknowledge receipt of the same. The employee may respond in writing with his/her comments attached to the completed evaluation.

15. REDUCTION IN WORK FORCE

The District reserves the right to make full or partial reductions. In deciding which positions to reduce or eliminate as well as the individuals affected, the District shall act in the best interest of student needs and districts needs as determined by the Administration.

16. RESIGNATION

Employees wishing to leave employment shall submit a resignation in writing to the District Administrator at least two (2) weeks in advance of their planned departure. It is expected that employees will give as much notice of resignation as possible in order to facilitate recruitment and orientation of new staff. Employees upon leaving employment will be compensated for prorated unused vacation days.

Employees leaving employment must return materials, equipment, access badges and keys on or before their last day of work.

17. ORIENTATION PERIOD

All newly hired employees or employees who have been transferred or awarded a position in a new area shall be considered to be within an orientation period for a period of 90 work days unless extended by the Administration.

Except as expressed herein, all provisions of this handbook shall apply to an employee as of the first day of employment. If an employee quits or is terminated during the orientation period, however, sick leave or other benefits shall not be due to him/her. Employees eligible to receive insurance benefits shall receive initial coverage in accordance with the waiting periods, if any, contained in said coverage without regard for the orientation period.

18. DISCIPLINE AND DISCHARGE

An employee may be disciplined or terminated for reasons that are not arbitrary or capricious. Such discipline or termination shall be subject to the District's grievance procedure in effect at the time of such discipline or termination.

Copies of any disciplinary material(s) shall be provided to the employee before such material(s) is/are placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material(s).

19. GRIEVANCE PROCEDURES

The District's Grievance Procedure is attached to this handbook as Appendix B.

20. HARASSMENT/VIOLENCE/BULLYING IN THE WORKPLACE

The school district of Gillett does not tolerate harassment in any form and will take all necessary and appropriate action to eliminate it, up to and including discipline of the offenders. It is the policy of the district to maintain and promote a learning environment and working conditions free of any form of harassment or intimidation towards and between students or its employees. This policy prohibits such harassment by any employee, student, parent, or other third party against the District's employees. Appendix (C) provides more detail regarding this matter and provides employees with the appropriate procedures for raising complaints.

21. DRUG-FREE WORKPLACE

The Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is not tainted by the illegal use or evidence of illegal use of any controlled substance. For further information, see Appendix (D).

22. EMPLOYMENT BACKGROUND CHECKS

To more adequately safeguard students and staff members, the Board may inquire into the background of persons recommended for employment or those presently employed by the District.

23. STAFF CONDUCT

Information on the expectations regarding appropriate staff conduct is available under Board Policy. All employees are expected to comport the values accordingly. Violations of this policy will subject the employee to disciplinary action as determined by the District Administrator.

APPENDIX A

EMPLOYEE BENEFITS/INSURANCE

The following is a summary of benefits provided to employees through insurance. The Board strives to provide a comprehensive and cost-effective benefit package. The benefits described in this summary are subject to change as deemed necessary by the Board. Any such changes will be communicated to employees in advance of the effective date of any such changes.

1. Health Insurance

The District will pay eighty-eight percent (88%) toward health insurance benefit premiums.

2. Dental Insurance

The District will pay one hundred percent (100%) toward dental insurance benefit premiums.

3. Long-Term Disability Insurance

The District will pay the full premium for each employee participating in the District long-term disability insurance program at coverage levels determined by the Board.

4. Life Insurance

The District will pay forty-one (41%) for each employee participating in the District group life insurance program at coverage levels determined by the Board. Employees may be able to continue the current policy by paying his/her life insurance premium after he/she retires.

APPENDIX B

GRIEVANCE PROCEDURE

Definitions:

1. A grievance shall mean a dispute regarding the application of School Board policies pertaining to an employee's discipline or termination of employment, or a dispute concerning workplace safety. No grievance shall be processed under this policy unless it is in writing and contains all of the following:
 - A. The name and position of the grievant;
 - B. A clear and concise statement of the grievance;
 - C. The issue involved;
 - D. The relief sought;
 - E. The date the incident or alleged violation took place;
 - F. The specific provision of the Employee Handbook/Board Policy or workplace safety rule alleged to have been violated; and
 - G. The signature of the grievant and the date.
2. "Days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or his or her classification is scheduled to work. The time within which an act is to be done under this policy shall be computed by excluding the first day and including the last day.
3. A "grievant" is an employee as defined by state statutes governing this grievance procedure.
4. "Workplace safety" means a hazardous condition in the workforce, whether ongoing or reasonably likely to reoccur, that an employee alleges (1) constitutes a violation of a workplace health safety code, regulation or standard; or (2) poses a recognized hazard likely to cause death or serious physical harm to the employee. Further, a grievance over an alleged workplace safety issue under this grievance procedure is appropriate only if:
 - A. The safety of at least one employee is involved (as opposed to exclusively the safety of students or visitors);
 - B. The issue concerns the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions);
 - C. The grievance is filed by an employee who is presently affected by the issue, or who might reasonably in the future be affected by the issue (i.e., an employee otherwise lacking any interest in the issue may not file a grievance on behalf of another employee); and
5. D. The issue presented by the grievance must be under the reasonable control of the School District.
6. "Discipline" means oral reprimands (where a written record of the reprimand is placed in the employee's file), written reprimands, suspension and demotion. Discipline does not include performance reviews, work improvement plans or corrective actions that do

not include a reprimand or other adverse employment action or placing an employee on administrative leave pending an investigation.

7. "Termination" means discharge from employment including non-renewals and layoffs. Termination does not include job transfers within the District or the completion of the term of a contract for a temporary employee who is not subject to Section 118.22 Wis. Stats.

Grievance Processing Procedure:

Grievances shall be processed in accordance with the following procedure:

Step One - Informal Resolution:

An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within thirty (30) days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant(s) shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant and (if applicable and appropriate) the representative of his/her answer within ten (10) days. If the matter cannot be resolved or if an answer is not provided within ten (10) days, the grievant(s) may file a written grievance.

Step Two - Written Grievance:

If the grievance is not resolved at Step One, the grievant shall file a written grievance with the immediate supervisor within ten (10) days after the earlier of the following: (1) receipt of the Step One response; or (2) the District's deadline for providing a Step One response (if no response is provided). The written grievance shall include the facts upon which the grievance is based, the issues involved, the *Handbook* provision alleged to be violated and the relief sought. The grievance shall be signed and dated by the grievant. The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if an answer is not provided within the timeframe allotted, the grievant(s) may file an appeal to the District Administrator.

If the grievant's immediate supervisor is the District Administrator, the grievant shall skip Step Three and proceed directly to Step Four if he/she is not satisfied with response

of his/her immediate supervisor at Step Two (or if no answer is provided in the above timeframe).

Step Three - Appeal to District Administrator:

If the grievance is not resolved at Step Two, the grievant may appeal the written grievance to the District Administrator within ten (10) days after the response at Step Two or if no response is provided within ten (10) days of the deadline for the response. The District Administrator shall meet with the grievant(s) and/or the employee's designated representative and the principal or immediate supervisor within ten (10) days after receiving the written grievance. The District Administrator shall respond to the written grievance within ten (10) days of the meeting or at a later date as determined by the District Administrator if further investigation is warranted. The District Administrator shall indicate in writing the disposition of the grievance and forward it to the grievant and (if applicable and appropriate) the grievant's representative. If the matter cannot be resolved or an answer is not provided within the allotted timeframe, the grievant(s) may file an appeal to the impartial hearing officer.

Step Four - Appeal to Impartial Hearing Officer:

If the grievance is not resolved in Step Three, the employee must notify the District Administrator, within ten (10) days after receipt of the District Administrator's answer or if no response is provided within ten (10) days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer.

This step of the process is available only if the alleged violation of District policy or *Employee Handbook* involves discipline, termination, or workplace safety.

If there is a dispute over the timeliness or the ability to use the grievance procedure on the issue, the Administration shall have the discretion to bifurcate the hearing for the purpose of deciding those issues (i.e. address whether the grievance was filed in a timely manner before hearing the merits of the grievance or address whether the content of the grievance is properly before the impartial hearing officer).

The IHO will be designated by the District Administrator. Any costs incurred by the IHO will be paid by the School District. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, determine what evidence and testimony is admissible, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the

hearing. The burden of proof shall be “a preponderance of the evidence.” In termination and discipline cases, the District shall have the burden of proving that its action was not arbitrary or capricious. In workplace safety cases, the employee shall have the burden. The IHO may request oral or written arguments and replies. The IHO shall provide the parties with a written decision.

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

Step Five – Appeal to School Board:

If the grievance is not resolved at Step Four, the grievance may be appealed to the School Board within ten (10) days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer’s decision to the Board. The Board’s decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin’s Open Meetings Law.

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing.

Time Limits:

The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.

Grievant's Right to Representation

Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing at the grievant’s cost.

Consolidation of Grievances

Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the Administration.

Group Grievances

Group grievances involve more than one employee and any of the following:

- A. More than one work site;
- B. More than one supervisor; or
- C. An administrator other than the immediate supervisor

Such grievances may be initially filed at Step Three; however, they shall follow the initial timelines for filing the grievance at steps One and Two above.

APPENDIX C

VIOLENCE/BULLYING IN THE WORKPLACE

Expectations: Violent behavior of any kind or threats of violence, either direct or implied are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.

Definitions as Used Under this Section:

Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.

Threat: A communicated intent to inflict physical or other harm on any person or property.

Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.

Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.

Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:

- Assault or battery.
- Blatant or intentional disregard for the safety or well-being of others.
- Commission of a violent crime or ordinance violation.
- Dangerous or threatening horseplay or roughhousing.
- Direct threats or physical intimidation.
- Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
- Physical restraint, confinement.
- Possession of weapons of any kind on District property [please see section 3.36].
- Stalking.
- Any other act that a reasonable person would perceive as constituting a threat of violence.

Reporting Procedure: An employee, who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/her from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.

An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

Investigation and Investigation Findings: The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

APPENDIX D

DRUG-, ALCOHOL-, AND TOBACCO-FREE WORKPLACE

The District seeks to provide a safe drug-free workplace for all of its employees.

- A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises 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, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, 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.
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- C. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech, physical coordination or body odors of the employee. A supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- D. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the "Acknowledgement and Acceptance

of Driver Alcohol and Drug Testing Policy/Procedures” (Policy EEB Drug and Alcohol Use Bus Drivers & EEB-1 Drug and Alcohol Testing for Bus Drivers).

- E. Consequence for Violation: Employees who violate the District’s policies and rules regarding alcohol or drug use shall be subject to disciplinary actions. Compliance with the District’s policies and rules is mandatory and is a condition of employment.

- F. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator 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)].

RECEIPT OF EMPLOYEE POLICY HANDBOOK

I acknowledge that I have received a copy of the Gillett School District Employee Policy Handbook. I understand and acknowledge that nothing contained in the Employee Policy Handbook or any other rules, regulations, policies or practices promulgated by the Gillett School District should be interpreted or construed as conferring employment for a given term or as an employment contract.

I also understand that it is my responsibility to become familiar with all of the information contained in this Employee Policy Handbook as well as any other rules, regulations, policies or practices promulgated by the Gillett School District pertaining to my employment and to adhere to such. I may ask the District Administrator to clarify any information in this Employee Policy Handbook that I do not understand. I acknowledge that this Employee Policy Handbook, as presented to me, supersedes any prior collectively bargained agreement pertaining to the same and that any oral or written statements or promises to the contrary are disavowed by the Gillett School District.

Date Received: _____

Signed: _____ Date: _____

This Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, expressed or implied. Nothing in this document is intended to create an employment contract, implied or otherwise. Employment is not for any definite period, unless otherwise set forth in writing by contract or by statute. The Gillett School District Board of Education reserves the right to add, delete or change any or all of the benefits as necessary for the good of the Gillett School District.

Employee's Copy

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District's Copy