



Support Staff Handbook

This handbook pertains to all
Two Rivers Public School District
support staff employees.

Revised August 24, 2020

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BOARD OF EDUCATION AUTHORITY

The Board of Education of the School District, under authority specifically conferred by the Wisconsin Statutes, exercises all rights of possession, care, control and management of the property, affairs, and operations of the School District, and may do all things reasonable to promote the cause of education in the District, including, but not limited by enumeration to the following:

1. To direct all operations of the District;
2. To establish reasonable work loads, work rules, and schedules of work;
3. To hire, promote, transfer, schedule and assign employees in positions within the school system;
4. To place employees on layoff from employment;
5. To maintain efficiency of school system operations;
6. To take whatever action is necessary to comply with State and Federal law;
7. To create new positions or departments and to introduce new or improved operations, work practices, methods or facilities and to permanently or temporarily terminate, consolidate, transfer or modify existing positions, departments, operations or work practices;
8. To select employees, establish job criteria and evaluate employee performance;
9. To determine the methods, means and personnel by which school system operations are to be conducted;
10. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
11. To contract out for goods or services as the Board of Education may determine appropriate;
12. To create, combine, modify and eliminate positions within the School District;
13. To warn, reprimand, suspend, demote, discharge and take other disciplinary action against employees;
14. To determine the size and composition of the work force, to determine the work to be performed by work force and each employee; and to determine the competence and qualifications of employees;
15. To establish or alter the number of shifts, hours of work and work schedules and to schedule overtime when required.

MISSION STATEMENT – POLICY #2105.01

The School district shall assist each student, commensurate with his/her abilities, to achieve the following:

- A. Competence in the basic skills: reading, writing, communication (speaking and listening), and mathematics.
- B. Competence in analytical thinking, problem solving, decision making, and creativity.
- C. Understanding and appreciation of the fine arts, Humanities, natural sciences, social sciences, and developing technology.
- D. Preparation for post-secondary school experiences, including the world of work, further formal education, direct education for employment, and appreciation of continuous learning.
- E. Development that promotes successful human relationships, including family and parenting skills; that promotes personal responsibility encourages social ethics, citizenship and sensitivity to community responsibility and that enhances the Student's ability to function cooperatively in society.
- F. Development of pride and motivation in personal effort and achievement.

The School District shall work towards continuous improvement to insure that all students have the appropriate educational opportunities to learn and meet the standards of the District.

EMPLOYEE CLASSIFICATION: CUSTODIAL/SECRETARY/COTA/INTERPRETER

The following employees will fall into this classification:

- Full-Time Maintenance
- Full-Time Stock Clerk
- Full-Time Custodian/Building Lead
- Computer Support Person
- School-Year Building Secretaries
- Full-Time Building Secretaries
- Full-Time Guidance Secretary
- Central Office Secretary
- Full-Time Benefits/Billing Clerk
- Bookkeeper

Employees that are not 12-month employees will work the following days during each fiscal year:

Building Secretaries	221 days (holidays included as described in handbook)
COTA's/Interpreters	190 days (holidays included as described in handbook)

BENEFITS

Health and Dental Insurance: The deductibles run per calendar year; premium changes are made per school fiscal calendar.

- A. The Board of Education will pay 100% of the monthly dental insurance premium for all full-time employees.
- B. The Board of Education will pay 75% of the monthly health insurance premium for all full-time employees. Full-time employees will be responsible for 25% of the premium. Ten percent will be deducted bi-weekly through payroll. Employees may earn up to 15% credit toward the employee premium contribution by meeting certain wellness requirements. Employees will have an additional payroll deduction from the November and December payrolls for the percentage they did not complete. Required premium share for employees will be a percentage of the annual health insurance premium. Employees can qualify for a reduction in premium based on the wellness program criteria that are completed as outlined below:

For 5% Reduction:

Employee and spouse (Family) or just employee (Single) must do a biometric screening either through the school district or through their family physician annually. The screening must occur between July 1 and February 28 to qualify for the reduction.

For 5% Reduction:

Employee and spouse (Family) or just employee (Single) must complete a Health Risk Assessment between July 1 and February 28. The HRA is an online health assessment.

For 5% Reduction:

Complete monthly wellness activity requirements for September - February to earn 5% toward your Premium Share Waiver.

RETIREMENT

Employee Classification: Custodian/Secretary/COTA/Interpreter

Employees with 20 years of full-time service to the District will receive a retirement benefit of \$48,000 to be used for insurance or can be withdrawn as cash per District guidelines. Employees will receive \$1,000 per month until this pool of money is exhausted. (48 months)

All employees who retire must begin taking the retirement benefit immediately upon retirement.

If a former employee dies while receiving a benefit under this Agreement and is survived by a spouse or dependent, such person(s) shall be eligible to receive any unused portion of the former employee's benefit including the right to remain in the group plans at the group rate.

EMPLOYEE CLASSIFICATION: AIDES

The following employees are classified as aides:

- IMC Aides
- Special Education Aides
- Study Hall Supervisors
- In-School Suspension Supervisors
- Discipline Coordinator
- Office Aides
- Locker Room Supervisor
- Student Services Support
- Food Service Employees

BENEFITS

Health and Dental Insurance

Aides who work at least 30 hours per week will be eligible for health and dental insurance based on the following:

- A. The Board of Education will pay 65% of the monthly dental insurance premium for all aide classification employees.
- B. The Board of Education will pay 50% of the monthly health insurance premium for all aide classification employees. Aide-classification employees will be responsible for 50% of the premium. Thirty-five percent will be deducted bi-weekly through payroll. Employees may earn up to 15% credit toward the employee premium contribution by meeting certain wellness requirements. Employees will have an additional payroll deduction from the November and December payrolls for the percentage they did not complete. Required premium share for employees will be a percentage of the annual health insurance premium. Employees can qualify for a reduction in premium based on the wellness program criteria that are completed as outlined below:

For 5% Reduction:

Employee and spouse (Family) or just employee (Single) must do a biometric screening either through the school district or through their family physician annually. The screening must occur between July 1 and February 28 to qualify for the reduction.

For 5% Reduction:

Employee and spouse (Family) or just employee (Single) must complete a Health Risk Assessment between July 1 and February 28. The HRA is an online health assessment.

For 5% Reduction:

Complete monthly wellness activity requirements for September - February to earn 5% toward your Premium Share Waiver.

RETIREMENT

Employee Classification: Aide

Employees eligible for retirement at the end of the 2012-13 school year are grandfathered in for retirement benefits at the 2012-13 level. These are employees with 15 years of consecutive district experience, and were purchasing or were eligible to purchase health insurance for the entire 2012-13 school year. Employees will receive \$1,000 per month until this benefit is used up. The payment for retirement will be pro-rated based on employees' FTE percentage times the retirement amount of \$48,000.

Employees not eligible to retire, who purchased or were eligible to purchase health insurance for the entire 2012-13 school year, are grandfathered in as eligible for a \$12,000 pool of money to be used for insurance at the time of retirement. Employees will receive \$500 per month for 24 months. These employees must work 20 consecutive years in the district to receive this benefit.

If a former employee dies while receiving a benefit under this Agreement and is survived by a spouse or dependent, such person(s) shall be eligible to receive any unused portion of the former employee's benefit including the right to remain in the group plans at the group rate.

Retirement benefits are no longer available for aides.

BENEFITS FOR ALL SUPPORT STAFF:

Wisconsin Retirement System: The District will pay 50% of the total required WRS contribution; the employee will pay the remaining 50% through payroll deduction.

Tax Sheltered Annuity

Upon written authorization from the employee, the Board will deduct and transmit an authorized amount of salary to a tax sheltered annuity plan (TSA). Please work with the finance department for established procedures. The District retains the right to determine which TSA companies will be available to employees.

Disability Insurance

Employees who work 5.5 hours or more per day will receive disability insurance.

Group Term Life Insurance: Employees who qualify under the Wisconsin Retirement System are eligible to purchase group life insurance through the District. There are several plans available. If interested, contact the finance office. Life insurance is also available for spouses and dependents.

Long-Term Disability (LTD): Employees who work half time or more are enrolled in long-term disability insurance. The full premium is paid by the Board of Education.

LTD benefits will commence after the employee has had 30 working days or 60 calendar days of disability. LTD benefits are based on 90% of the employee's salary for the first 2 years and 70% thereafter.

Benefit Continuation During Sick Leave: An employee who is on sick leave or LTD will be considered to have uninterrupted employment for one year from the date of disability. During this period of time, the Board will pay its share of dental insurance premiums, LTD premiums, and health insurance premiums; the employee will be responsible for his/her share of premiums.

The School District will establish and maintain a "Cafeteria Plan" under section 125 of the Internal Revenue Code, through which to offer and manage School District employment benefit programs. To the extent permitted by law, all School District employment benefit programs will be incorporated with the plan.

EMPLOYEE CLASSIFICATION

If an employee works more than 30 hours per week and has a split assignment, the employee will be moved to the custodial/secretary classification, if at least 50% of their time is in that area.

EMPLOYEE LEAVE

Sick Leave:

- A) Employees will accumulate one day of sick leave per month worked. These days may be used for personal illness or illness of a spouse, child, mother, father, mother-in-law, or father-in-law.
- B) Unused sick leave may be accumulated to a total of 90 working days with the understanding that sick leave benefits are intended solely for sick leave and not severance/retirement pay. Any employee who has more than 90 sick days will retain those days until the total goes below 90, at which time they will begin earning one day per month.
- C) Employer reserves the right to have doctor verification of sick leave use. The employer reserves the right to have an employee examined by a physician of its choice after three or more consecutive personal days of illness.

The Families First Coronavirus Response Act (FFRCA): The Families First Coronavirus Response Act provides employees with paid leave based on six qualifying circumstances. This law went into effect on April 1, 2020, and it is set to expire on December 31, 2020, unless extended.

- Each full-time employee will be provided one “bucket” of 80 hours of emergency paid sick leave (EPSLA).
- Each part-time employee will be given emergency leave based on the number of hours they work, on average, over a two-week period.
- This leave does not carry over from one year to the next. Employees will not be paid for any unused emergency leave upon separation of employment.

Employees must be unable to work or telework due to:

- Employee is subject to a federal, state or local quarantine or isolation order related to COVID-19.
- Employee self isolates at the advice of a health care provider due to diagnosis of or other concerns related to COVID-19.
- The employee is obtaining a medical diagnosis because the employee is experiencing the symptoms of COVID-19.
- The employee is caring for an individual a) who is subject to federal, state, or local quarantine or isolation order related to COVID-19, or b) who is self-isolating at the advice of a health care provider due to the diagnosis of or other concerns relating to COVID-19.
- The employee is caring for the employee’s son or daughter if the “school or place of the son or daughter has closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.”
- The employee is experiencing any other substantial condition as specified by the Secretary of Health and Human Service. (Currently, no such condition has been identified.)

Personal Leave:

Employees will get 1 day of personal leave each year. Personal leave days must be mutually agreed upon between the employee and supervisor. Personal leave days are not accumulative.

Funeral Leave

Death in Family: Five days of paid leave shall be allowed for the death of any employee's spouse or child. Three days shall be allowed for the death of any immediate family member, which includes father, mother, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandchildren, and grandparents and great-grandparents (of either teacher or spouse).

One day funeral leave will be allowed to attend the funeral of any other blood relative of the teacher or spouse.

Funeral leave may be granted by the District Administrator/designee in situations not covered above.

Emergency Leave: Employees may request legal or emergency leave from the District Administrator for appropriate absences due to attendance at legal proceedings or other unforeseen circumstances.

Medical Leave of Absence: Leave under the Family and Medical Leave Act statutes will be authorized as required by law. Contact the finance office for more information, if needed.

Jury Duty: Employees who serve on jury duty will be excused; however, they must pay to the District the jury fee they receive. Employees on jury duty must report back to school if jury duty ends during work hours.

Salary: Salary will be based on the 2020-2021 school year salary

HEALTH/DENTAL INSURANCE: Coverage for employees will begin with the first day of work for both health and dental insurance. Insurance premiums owed to the District will be deducted two payrolls per month. This payment will be a pre-tax payment. For any employee who retires or resigns, the insurance coverage runs until the end of the month the employee resigned or retired.

New employees must enroll within 30 days of their first day of work in order to receive health and dental insurance coverage. Employees opting out of health insurance will receive a \$1,000 opt-out if eligible for family insurance or \$500 if eligible for single insurance. Employees choosing to receive the opt out payment instead of health insurance will receive this amount based on their contract percentage (pro-rated amount). Employees will have to sign a form indicating they are opting out, and the payment will be the first paycheck in October. The finance department will issue the forms for signing.

After the 30-day time limit is up, there are no open enrollment dates available to employees. After the initial 30-day window, employees may only access health and dental insurance

coverage as a result of a special enrollment event. Contact the finance office for a description of special events.

Health benefits are outlined in the Summary of Benefits and Coverage (SBC) as well as Certificate of Coverage and dental benefits can be obtained by contacting District Office.

Employees who are laid off may continue coverage in the group plan at the group rate through electing COBRA coverage. Affected employees will receive a separate COBRA notice from the insurance company.

DISABILITY

Group Term Life Insurance: Employees who qualify under the Wisconsin Retirement System are eligible to purchase group life insurance through the District. There are several plans available. If interested, contact the finance office. Life insurance is also available for spouses and dependents.

Long-Term Disability (LTD): Employees who work half time or more are enrolled in long-term disability insurance. The full premium is paid by the Board of Education.

LTD benefits will commence after the employee has had 30 working days or 60 calendar days of disability. LTD benefits are based on 90% of the employee's salary for the first 2 years and 70% thereafter.

Benefit Continuation During Sick Leave: An employee who is on sick leave or LTD will be considered to have uninterrupted employment for one year from the date of disability. During this period of time, the Board will pay its share of dental insurance premiums, LTD premiums, and health insurance premiums; the employee will be responsible for his/her share of premiums.

The School District will establish and maintain a "Cafeteria Plan" under section 125 of the Internal Revenue Code, through which to offer and manage School District employment benefit programs. To the extent permitted by law, all School District employment benefit programs will be incorporated with the plan.

Vacation: Full-time 12-month employees are eligible for vacation; school-year positions are not.

A) Employees shall earn vacation as follows:

<u>Completed Years of Service</u>	<u>Vacation Days Earned</u>
1	5 days
2-6	10 days
7-12	15 days
13-20	20 days
21+	25 days

B) Vacation schedule will be established by the designated supervisor.

C) All earned vacation for custodians must be used within the following year (12 months) the vacation was earned. All other support staff may carry over 5 days into the next year.

D) Employees who retire shall receive prorated pay for earned and unused vacation.

Holidays

Custodial/Secretary classification and aide classification will receive holiday pay for the following holidays, providing they work the day before and after each holiday. If an employee has a paid leave the day before or after, it will count as a day worked.

New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Eve.

When a holiday falls on a Saturday or Sunday, it will be celebrated on the District-designated day.

Grievance Procedure: A Grievance Procedure is available to employees as set forth in Board Policy #4340, Addendum "C."

Subcontracting: The Board reserves the right to subcontract as needed. The Board will not lay off any current employees in the Custodial/Secretary/COTA/Interpreter group as a result of subcontracting.

Layoff

If a layoff is expected, the district will attempt to communicate information about an impending layoff as soon as possible considering the company's interests and compliance with state and federal notice requirements.

Employees will generally be selected for layoff based on the potential and transferability of skills to meet the needs of the students and staff.

Recall

Employees who are laid off will be maintained on a recall list for six months or until management determines the layoff is permanent, whichever occurs first.

Employees will be recalled according to the needs of the district, the employee's classification and ability to perform the job. Notice of recall will be sent by email and registered mail, return receipt requested, to the employee's home address on record.

Work Schedule: All work performed by hourly employees in excess of 40 hours per week shall be paid at a rate of time and one-half (1 ½). Work schedules can be adjusted Monday through Friday to meet this requirement; however, the District has the right to adjust work schedules to cover District-sponsored events on weekends. All Non-District-sponsored events will be paid out at the rate of time and one half on Saturdays and double time on Sundays. All work over 40 hours per week performed on Saturdays, Sundays and holidays shall be paid for at the rate time and one half (1 ½). A shift differential of twenty-six cents (\$.26) per hour shall be paid to employees starting work at 2:30 p.m. or later. An employee who does the work of a position which is rated at a higher pay grade for eight (8) consecutive hours or more shall receive the pay rate of the higher pay grade at the same step of the employee doing the work. Maintenance personnel assigned to custodial/building head positions will be compensated at the custodial/building head rate for those days.

Additional days may be added as needed by the supervisor.

All employees have a 30-minute unpaid lunch period. Work schedules will typically be 8 hours per day 5 days per week; however, the District reserves the right to schedule work as needed.

Call Time: Employees are subject to call in in addition to regular work hours. Such call time is to be paid for at the rate of double time for the first hour worked and one and one-half (1 ½) for all time beyond the first hour. A minimum of one hour of time will be paid for all call time.

Face Coverings: All Two Rivers District Employees have the responsibility to effectively manage their work environments to achieve compliance with the Governor's directive on Face Coverings. Until further notice, in addition to the Governor's Order, the District is requiring face masks of all employees unless specifically excused. This will remain in effect until the Two Rivers Public School District notifies all employees of any changes to this order.

Evaluation: Employees will be evaluated at least once every three years. Employees with evaluation/discipline concerns may be evaluated annually. Employees with poor evaluations will be placed on Intensive Assistance. The supervisor will provide a plan to be followed to improve performance. Satisfactory improvement must be seen within six months or the employee will be dismissed.

Custodian Dress Code: The District will provide four uniform shirts annually for full-time permanent custodial staff. Shirts are expected to be worn year-round.

ADDENDUM “A” - HEALTH INSURANCE

The Health Insurance Carrier for the Two Rivers Public School District as of July 1, 2016 is Humana. The insurance carrier will provide a Summary of Benefits and Coverage (SBC) as well as a Certificate of Coverage which will outline health plan eligibility, age requirements, hour requirements, definitions, open enrollment, special enrollment, rules for late enrollments, when coverage ends, COBRA rights, etc. that apply to the Two Rivers Public School District Health Plan. Please refer to the carrier SBC, Certificate of Coverage or contact the carrier at the 800 number included on your ID card should you require any additional information on the Two Rivers Public School District Health Plan.

Required Wellness Activities for premium share reduction:

Required premium share for employees will be a percentage of the annual health insurance premium. Employees can qualify for a reduction in premium based on the wellness program criteria that are completed as outlined below:

For 5% Reduction:

Employee and spouse (Family) or just employee (Single) must do a biometric screening either through the school district or through their family physician annually. The screening must occur between July 1 and February 28 to qualify for the reduction.

For 5% Reduction:

Employee and spouse (Family) or just employee (Single) must complete a Health Risk Assessment between July 1 and February 28. The HRA is an online health assessment.

For 5% Reduction:

Complete monthly wellness activity requirements for September - February to earn 5% toward your Premium Share Waiver.

DENTAL INSURANCE

The Dental Insurance Carrier for the Two Rivers Public School District as of July 1, 2016 is Humana. Please contact the District Office for information on the plan benefits.

VISION INSURANCE

The Vision Insurance Carrier for the Two Rivers Public School District as of July 1, 2016 is Humana. Please contact the District Office for information on the plan benefits.

ADDENDUM "B"
LONG TERM DIABILITY INSURANCE

Group Policy Number: 0029

Group Effective Date: February 1, 1990

Benefits Revised: May 1, 2008

Monthly Benefit	Age at Disablement	Duration of Benefits (in years)	Elimination Period
90% of salary for the first two years	61 or younger	To age 65	Lesser of 30 Working Days or 60 Calendar Days
	62	3-1/2 years	
	63	3 years	
	64	2-1/2 years	
75% thereafter	65	2 years	
	66	1-3/4 years	
	67	1-1/2 years	
	68	1-1/4 years	
	69 and over	1 year	

Maximum annual covered salary: \$85,000.00

Maximum monthly benefit: \$6,375.00 for first two years/\$5,313.00 thereafter

First Stage: 24 Consecutive Months

ADDENDUM “C” - POLICY #4340 - GRIEVANCE PROCEDURE

It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. Each employee of the District shall be provided an opportunity to understand and resolve matters affecting employment that the employee believes to be unjust. This section shall apply to all regular full-time, part-time, limited, temporary, and seasonal employees not covered by a collective bargaining that contains a grievance procedure.

This procedure is available in the case of any employee's disagreement with discipline or termination of employment, as well as any matter relating to workplace safety.

A grievance shall mean a dispute concerning an employee's discipline or termination of employment, or a dispute concerning workplace conditions that affect workplace safety. Only one subject matter shall be covered in any one grievance. A written grievance shall contain:

- A. the name and position of the grievant;
- B. a clear and concise statement of the grievant;
- C. the issue involved;
- D. the relief sought;
- E. the date the incident or violation took place;
- F. the specific section of the Policy Manual alleged to have been violated;
- G. The signature of the grievant and the date.

All employee grievances must be filed by the aggrieved employee(s). The grievance must be filed within five (5) working days after the employee knew or should have known of the cause of such grievance. The following procedures shall be followed:

A. **Principal:**

Any employee that believes s/he has a matter subject to the grievance procedure shall present the grievance to his/her immediate supervisor. If applicable, the employee shall perform the assigned task and grieve later. The Principal shall, within five (5) working days, inform the employee in writing of his/her decision.

B. **District Administrator:**

In the event the Principal's decision does not resolve the problem, the employee may, within five (5) working days of the date the Principal's written decision is issued, present his/her grievance in writing to the District Administrator. This grievance shall fully state the details of the problem and suggest a remedy. The District Administrator shall, within five (5) working days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) working days. This step does not apply to any grievance related to action by the Board of Education that directly affects the grievant.

C. Hearing Before an Impartial Hearing Officer:

In the event the matter is not resolved to the employee's satisfaction by the District Administrator, the employee may, within five (5) working days of the date of the written decision of the District Administrator, request in writing that the matter be referred for a hearing before an impartial hearing officer. The Board of Education shall appoint a hearing officer for the purpose of conducting the hearing. The Board may appoint a hearing officer or panel of potential hearing officers from which to select an officer for this purpose either on an ad hoc basis or by resolution adopted for a school year and delegate to the District Administrator the responsibility to arrange for such hearing with one of the selected officers. Each grievance shall be heard by a single hearing officer and such hearings shall be private. The employee and the District may present witnesses, and each side may select one individual to attend the hearing as a representative. Any employee representative selected shall be at no expense to the District.

The Hearing Officer may only consider the matter presented to him/her in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance. The Impartial Hearing Officer shall have authority to run the hearing, including administering oaths, admitting evidence into the record, providing for transcription, etc. The oral or written statements of students, which might otherwise be hearsay, will be considered by the impartial hearing officer without the direct testimony of students, if other, non-hearsay information is presented. The Officer may not modify any board policy and may not issue decisions on matters not presented to the Administrator in the initial grievance. Any costs incurred by the impartial hearing officer shall be paid by the District.

D. Board of Education:

In the event that either party is dissatisfied with the hearing officer's decision, that party may within ten (10) working days, present the grievance in writing to the Board, who shall consider the matter within thirty (30) working days after its receipt, unless postponed by mutual agreement. The Board shall revise the decision of the impartial hearing officer and may either issue a decision or determine that additional evidence or testimony is necessary and provide for a hearing for that purpose. The Board's decision shall make a decision by majority vote, which shall be final.

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

Time limits contained in this grievance procedure outlined above may be extended by mutual consent of the parties. If any applicable time limit for advancing the grievance to the next step in the process is not met, the grievance shall be deemed resolved. Each employee shall be afforded any opportunity to be represented at each step of the grievance procedure by a representative of the employee's choice and at no expense to the District.

For purposes of this grievance procedure, the following definitions shall apply:

- A. "Workplace safety" refers to any condition of employment or duty, responsibility, or environmental hazard that may reasonably be viewed to affect an employee's health or the health of other employees. Workplace safety matters expressly include workplace harassment, including sexual harassment. In the event that an employee believes the safety of the workplace is compromised by harassment, s/he must first make a complaint concerning the matter and follow the procedures outlined in the District's Harassment Policy [3362](#). Grievance timelines associated with workplace harassment do not begin to run until completion of an investigation and final action on the complaint by the administration.
- B. "Termination" does not include the nonrenewal of an employment contract pursuant to 118.22 and 118.24 Wis. Stats., nor does it include termination of an employment contract due to reduction in force. Reduction in force notifications will be issued to teachers no later than May 15th.
- C. "Employee discipline" refers to unpaid suspensions and written reprimands, but excludes performance conferences/evaluations, staff assignments, oral reprimands (unless a written record of the reprimand is placed in the employee's file).

ADDENDUM “D”
POLICIES THAT GOVERN SUPPORT STAFF

<u>2266</u>	TITLE IX Nondiscrimination on the Basis of Sex in Education Programs or Activities
<u>4112</u>	Board-Staff Communications
<u>4120.01</u>	Job Descriptions
<u>4120.09</u>	Volunteers
<u>4121</u>	Criminal History Record Check
<u>4122</u>	Nondiscrimination and Equal Employment Opportunity
<u>4122.01</u>	Drug-Free Workplace
<u>4139</u>	Staff Discipline
<u>4160</u>	Physical Examination
<u>4161</u>	Unrequested Medical Leaves of Absence
<u>4170</u>	Substance Abuse
<u>4170.01</u>	Employee Assistance Program (EAP)
<u>4210</u>	Employee Code of Conduct
<u>4213</u>	Student Supervision and Welfare
<u>4215</u>	Use of Tobacco by Support Staff
<u>4216</u>	Support Staff Dress and Grooming
<u>4217</u>	Weapons
<u>4220</u>	Evaluation of Support Staff
<u>4340</u>	Grievance Procedure
<u>4362</u>	Employee Anti-Harassment
<u>4419.02</u>	Health Information Privacy Protection
<u>4430.01</u>	Family & Medical Leaves of Absence ("FMLA")
<u>4437</u>	Military Leave

ADDENDUM "E" SCHOOL CALENDAR

Two Rivers Public Schools

2020-2021 School Calendar

August 2020				
M	Tu	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

September 2020				
M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

October 2020				
M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

End of Quarter
 1-Nov. 6
 2-Jan.22
 3-April 1
 4-June 10

Graduation Day
 June 13

Parent Conference Weeks

Nov. 16
 April 13

Assigned Nights
 M-Koenig
 T-Magee
 Th-LBC
 W-TRHS

November 2020				
M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

December 2020				
M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

January 2021				
M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

February 2021				
M	Tu	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

March 2021				
M	Tu	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

April 2021				
M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

May 2021				
M	Tu	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

June 2021				
M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

July 2021				
M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

- First Day of School
- No School Teacher In-service
- No School Students ½ day Teacher In-service/Record
- Last Day of School Early Release
- No School Students Parent Teacher Conference
- Summer School
- School Closed/Holiday

ADDENDUM “F”
GOVERNOR’S DIRECTIVE ON FACE COVERINGS



EMERGENCY ORDER #1

Relating to preventing the spread of COVID-19 by requiring face coverings in certain situations

WHEREAS, on July 30, 2020, I issued Executive Order #82, declaring a public health emergency to combat the uncontrolled spread of COVID-19 throughout the State of Wisconsin;

WHEREAS, on July 26, 2020, the President’s COVID-19 task force recommended that Wisconsin consider adopting a statewide face covering requirement due to the increasing number of confirmed COVID-19 cases;

WHEREAS, face coverings are a proven, effective way to slow the spread of COVID-19 without having a significant impact on people’s day-to-day lives;

WHEREAS, the Centers for Disease Control (CDC) has called on Americans to wear face coverings, with the CDC director stating, “[c]loth face coverings are one of the most powerful weapons we have to slow and stop the spread of the virus – particularly when used universally within a community setting. All Americans have a responsibility to protect themselves, their families, and their communities”;

WHEREAS, published scientific research has shown that the probability of transmission during exposure between a person infected with COVID-19 to an uninfected person is 17.4 percent if face coverings are not worn, and 3.1 percent if face coverings are worn;

WHEREAS, modeling by the University of Washington’s Institute for Health Metrics and Evaluation estimates that a face covering requirement in Wisconsin could save more than 500 lives by October 1 if 95 percent of Wisconsinites wear a face covering in public;

WHEREAS, states across the nation have recognized the importance and effectiveness of face coverings, with 31 states implementing requirements for face coverings in different settings, including: Alabama, Arkansas, California, Colorado, Connecticut, Delaware, Hawaii, Illinois, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nevada, New Jersey, New Mexico, New York, North Carolina, Ohio, Oregon, Pennsylvania, Rhode Island, Texas, Vermont, Virginia, Washington, and West Virginia;

WHEREAS, Wisconsin must do its part to stop the spread of COVID-19 in the United States, which is leading the world in COVID-19 cases and deaths;

WHEREAS, COVID-19 is not only a threat to public health, but also to our economy;

WHEREAS, widespread use of face coverings will slow the spread of COVID-19, allowing Wisconsin’s economy to move forward by making sure businesses can stay open and jobs are available;

WHEREAS, all Wisconsinites are called upon to join in the collective effort to stop the devastating impact of COVID-19 by wearing a face covering, not harassing or threatening Wisconsinites who wear a face covering, and showing patience and compassion for those who are unable to wear a face covering safely;

WHEREAS, "Our Constitution principally entrusts [t]he safety and the health of the people' to the politically accountable officials of the States 'to guard and protect.'" *S. Bay United Pentecostal Church v Newsom*, 140 S. Ct. 1613, (Mem)-1614 (2020) (quoting *Jacobson v. Massachusetts*, 197 U.S. 11, 38 (1905));

WHEREAS, Section 323.12(4)(b) of the Wisconsin Statutes authorizes the Governor to issue "such orders as he or she deems necessary for the security of persons and property" during an emergency; and

WHEREAS, based on input from state and local public health officials, medical professionals, and business leaders, I have determined that a statewide face covering requirement is necessary to protect persons throughout the State of Wisconsin from COVID-19.

NOW, THEREFORE, I, TONY EVERS, Governor of the State of Wisconsin, by the authority vested in me by the Constitution and the laws of this state, and specifically Section 323.12 of the Wisconsin Statutes, hereby order the following:

1. DEFINITIONS.

- a. "Enclosed space" means a confined space open to the public where individuals congregate, including but not limited to outdoor bars, outdoor restaurants, taxis, public transit, ride-share vehicles, and outdoor park structures.
- b. "Face covering" means a piece of cloth or other material that is worn to cover the nose and mouth completely. A "face covering" includes but is not limited to a bandana, a cloth face mask, a disposable or paper mask, a neck gaiter, or a religious face covering. A "face covering" does not include face shields, mesh masks, masks with holes or openings, or masks with vents.
- c. "Physical distancing" means maintaining at least six feet of distance from other individuals who are not members of your household or living unit.

2. FACE COVERING REQUIRED. Every individual, age five and older, in Wisconsin shall wear a face covering if both of the following apply:

- a. The individual is indoors or in an enclosed space, other than at a private residence; and;
- b. Another person or persons who are not members of individual's household or living unit are present in the same room or enclosed space.

Face coverings are strongly recommended in all other settings, including outdoors when it is not possible to maintain physical distancing.

3. EXCEPTIONS.

- a. Individuals who are otherwise required to wear a face covering may remove the face covering in the following situations:
 - i. While eating or drinking.
 - ii. When communicating with an individual who is deaf or hard of hearing and communication cannot be achieved through other means.

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- iii. While obtaining a service that requires the temporary removal of the face covering, such as dental services.
 - iv. While sleeping.
 - v. While swimming or on duty as a lifeguard.
 - vi. While a single individual is giving a religious, political, media, educational, artistic, cultural, musical, or theatrical presentation for an audience, the single speaker may remove the face covering when actively speaking. While the face covering is removed, the speaker must remain at least 6 feet away from all other individuals at all times.
 - vii. When engaging in work where wearing a face covering would create a risk to the individual, as determined by government safety guidelines.
 - viii. When necessary to confirm the individual's identity, including when entering a bank, credit union, or other financial institution.
 - ix. When federal or state law or regulations prohibit wearing a face covering.
- b. In accordance with [CDC guidance](#), the following individuals are exempt from the face covering requirement in Section 2:
- i. Children between the ages of 2 and 5 are encouraged to wear a mask when physical distancing is not possible. The CDC does not recommend masks for children under the age of 2.
 - ii. Individuals who have trouble breathing.
 - iii. Individuals who are unconscious, incapacitated, or otherwise unable to remove the face covering without assistance.
 - iv. Individuals with medical conditions, intellectual or developmental disabilities, mental health conditions, or other sensory sensitivities that prevent the individual from wearing a face covering.
 - v. Incarcerated individuals. The Wisconsin Department of Corrections shall continue to comply with COVID-19 protocols to ensure the health and safety of its staff and individuals in its care. Local governments are strongly encouraged to continue or create COVID-19 protocols to ensure the health and safety of their staff and individuals in their care.

4. LEGISLATURE AND JUDICIARY. State facilities or offices under the control of the Wisconsin State Legislature or the Wisconsin Supreme Court are exempt from this Order. The Wisconsin State Legislature and the Wisconsin Supreme Court may establish guidelines for face coverings that are consistent with the specific needs of their respective branches of government.

5. PRESERVATION OF MEDICAL SUPPLIES. To conserve limited supplies of N95 masks and other medical-grade supplies, individuals are discouraged from using such supplies as face coverings.

6. LOCAL ORDERS. This Order supersedes any local order that is less restrictive. Local governments may issue orders more restrictive than this Order.

- 7. ENFORCEMENT.** This order is enforceable by civil forfeiture of not more than \$200. Wis. Stat. § 323.28.
- 8. SEVERABILITY.** If any provision of this Order or its application to any person or circumstances is held to be invalid, the remainder of the Order, including the application of such part or provision to other individuals or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
- 9. DURATION.** This Order shall enter into effect at 12:01 am on Saturday, August 1, 2020. This Order shall expire on September 28, 2020, or by a subsequent superseding emergency order.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great seal of the State of Wisconsin to be affixed. Done at the Capitol in the City of Madison this thirtieth day of July in the year of two thousand twenty.

TONY EVERS
Governor

