



**RACINE  
UNIFIED**  
SCHOOL DISTRICT

Racine Unified School  
District

**Employee Handbook**  
**2020-2021**

# Table of Contents

<b>DISTRICT VISION AND MISSION STATEMENT .....</b>	<b>1</b>
<b>NOTICE OF NON-DISCRIMINATION .....</b>	<b>2</b>
<b>SECTION 1: PREAMBLE AND DEFINITIONS .....</b>	<b>3</b>
1.1 Guiding Principles .....	3
1.2 Rights and Privileges .....	3
1.3 Purpose of the Handbook.....	3
1.4 Definitions .....	4
<b>SECTION 2: EMPLOYMENT LAW.....</b>	<b>7</b>
2.1 Americans with Disabilities Act (ADA).....	7
2.2 Equal Opportunity .....	7
2.3 Fair Labor Standards Act.....	8
2.4 Family and Medical Leave Act.....	8
2.5 Harassment and Bullying.....	8
2.6 Immigration Law Compliance .....	10
2.7 Lactation Regulations .....	10
<b>SECTION 3: GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS.....</b>	<b>12</b>
3.1 Accident/Incident Reports .....	12
3.2 Assault .....	12
3.3 Attendance.....	13
3.4 Child Abuse Reporting .....	14
3.5 Compensation .....	14
3.6 Complaint Procedure .....	14
3.7 Confidentiality .....	15
3.8 Copyright.....	15
3.9 Criminal Background Checks for Active Employees .....	15
3.10 Discipline.....	16
3.11 District Property .....	17
3.12 District Property – Searches .....	17
3.13 Diversity Initiatives .....	17
3.14 Dress Code.....	17
3.15 Drugs-, Alcohol- and Tobacco-Free Workplace .....	17
3.16 Electronic Equipment .....	19
3.17 Electronic Mail Policy .....	20
3.18 Emergency Closing Procedures.....	20
3.19 Employee Identification Badges and Entry Access (Swipe) Cards.....	21
3.20 Ethics.....	21
3.21 Evaluations .....	21
3.22 False Reports .....	22
3.23 Financial Controls and Oversight .....	22
3.24 Fraud and Financial Impropriety .....	22
3.25 Gambling .....	22
3.26 Gifts and Sale of Goods and Services.....	23
3.27 Honesty.....	23
3.28 Internet Use .....	23
3.29 Inter-School Mail System .....	23
3.30 Investigations.....	24
3.31 Length of Service.....	24
3.32 Licensure/Certification .....	24
3.33 Liquidated Damages (Groups A, B) .....	24
3.34 Meetings .....	25
3.35 Nepotism.....	25
3.36 Outside Employment .....	26
3.37 Personal Vehicle Usage .....	26
3.38 Personnel Files.....	27
3.39 Political Activity.....	28

A=Administrator; B=Teachers; C=Educational Assistants;  
D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter

3.40	Reclassification.....	28
3.41	Resignation Notice .....	29
3.42	Student Code of Conduct.....	29
3.43	Student Relations .....	29
3.44	Violence in the Workplace .....	29
3.45	Weapons Prohibited.....	30
3.46	Wellness .....	30
3.47	Whistleblower Protection (Employee).....	30
<b>SECTION 4: HOURS OF WORK AND WORK SCHEDULE.....</b>		<b>32</b>
4.1	Work Year .....	32
4.2	Work Week.....	32
4.3	Hours .....	32
4.5	Flexible Work Schedule for Psychologists and Diagnosticians (Group B).....	32
4.6	Preparation Time (Group B).....	32
4.7	Instructional Time (Group B) .....	32
4.8	Three Preparation Limitation (Group B).....	33
4.6	Lunch.....	33
4.7	Breaks (Groups C, D, E, F, G).....	33
<b>SECTION 5: OVERTIME.....</b>		<b>34</b>
<b>SECTION 6: ASSIGNMENT AND TRANSFER.....</b>		<b>35</b>
6.1	Job Posting.....	35
6.2	Assignment Process.....	35
6.3	Involuntary Transfers.....	35
6.4	Displacements.....	35
6.5	Off Site Assignments.....	35
<b>SECTION 7: LAYOFF .....</b>		<b>36</b>
7.1	Reduction in Staff.....	36
<b>SECTION 8: PAY PERIODS.....</b>		<b>37</b>
8.1	Payroll Dates .....	37
8.2	Pay Period.....	37
8.3	Pay Period Cycles.....	37
8.4	Direct Deposit.....	37
8.5	Payroll Deductions .....	38
<b>SECTION 9: COMPENSATION AND EXPENSE REIMBURSEMENT .....</b>		<b>39</b>
9.1	Mileage Reimbursement.....	39
<b>SECTION 10: WORKER'S COMPENSATION/WORK RELATED INJURIES .....</b>		<b>40</b>
10.1	Safety.....	40
10.2	Reporting Responsibilities.....	40
10.3	Supplemental Wages .....	40
10.4	Reinstatement of Sick Leave .....	40
<b>SECTION 11: TIME AWAY FROM WORK.....</b>		<b>41</b>
11.1	Sick Leave .....	41
11.2	Paid Holidays (Groups A, B, C, D, E, F, G).....	41
11.3	Vacations (Groups: A, D [50 & 52 week], E, F, G).....	42
11.4	Short-Term Leaves of Absence with Pay.....	43
11.5	Medical Leave of Absence .....	43
11.6	Long-Term Leaves of Absence without Pay.....	44
11.7	Attendance at Conventions/Meetings (Political Office) .....	44
11.8	Other Available Leave (Groups A, B, D) .....	44
11.9	Summer School (Groups B, C, D [40-41-42 week]).....	45
<b>SECTION 12: BENEFITS APPLICABLE TO ALL EMPLOYEES.....</b>		<b>46</b>
12.1	Health Insurance Benefits .....	46
12.2	Disability Benefit Plan.....	46
12.3	Group Life Insurance Plan.....	46

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D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter

12.4	Group Dental Benefit Plan.....	47
12.5	Tax Sheltered Annuities .....	47
12.6	IRS 125 and 129 Plans.....	47
12.7	Appeals.....	47
12.8	COBRA Continuation of Medical and Dental Coverage .....	47
12.9	Liability Insurance.....	47
12.10	Wisconsin Retirement System .....	47
<b>SECTION 13: RETIREMENT.....</b>		<b>48</b>
13.1	Retirement .....	48
13.2	Early Retiree Spouse Insurance .....	49
<b>SECTION 14: GRIEVANCE PROCEDURE .....</b>		<b>50</b>
14.1	Purpose .....	50
14.2	Definitions .....	50
14.3	Time Limits .....	50
14.4	Grievance Processing Procedure.....	50
14.5	Grievant’s Right to Representation.....	51
14.6	Consolidation of Grievances.....	51
14.7	Group Grievances.....	51
<b>SECTION 15: AUTHORIZED REPRESENTATIVE .....</b>		<b>53</b>
15.1	Announcements .....	53
15.2	Bulletin Boards .....	53
15.3	Mailboxes .....	53
15.4	Names and Work Location .....	53
15.5	Records and Information .....	53
15.6	Scheduling of Meetings .....	53
15.7	School Visits.....	53
<b>SECTION 16: RESERVATION OF RIGHTS.....</b>		<b>54</b>
16.1	Conformity to Law .....	54
16.2	Management Rights.....	54
<b>APPENDIX 1: EMPLOYMENT POSTERS / NOTICES.....</b>		<b>55</b>
<b>ATTACHMENT 1: FMLA POLICY AND PROCEDURES.....</b>		<b>57</b>

## District Vision and Mission Statement

The Racine Unified School District's North Star Vision was developed in 2011 as a result of a thoughtful and collaborative endeavor of teacher and District leaders. The North Star identified measures of student academic success that would accomplish the District's mission of "Educating Every Student to Succeed".



In 2013-14 the North Star Vision was enhanced and refreshed through a similar collaborative effort with input from staff, students and community. The new North Star includes measures of success for students from kindergarten through graduation in three core areas of the whole child: academics, social emotional and life skills.

The North Star continues to be the foundation of work embedded in the *Raising Racine 2022* strategic plan. Our North Star Vision that all students graduate career and/or college ready guides our highly qualified educators in providing rigorous and engaging learning experiences for our students. The path of progress starts at kindergarten and goes through elementary, middle and high school. Key measures of success at grade levels along the way are used to monitor student progress.

## Core Values

In RUSD, our Vision, along with our Core Values, form the basis of the work we do each day to ensure every student exceeds expectations. Our Core Values were collaboratively developed by teacher and District leaders in a process that gathered input from all employees and RUSD families. Our Core Values reflect the priorities of the District and establish the essential foundations for decision-making and collaborative work. Our Core Values ensure that the organization moves forward in ways that reflect the values and beliefs of everyone. The first Core Value places students at the center of all actions and decisions at the classroom, school, District and Board of Education levels.



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D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter

## **Notice of Non-Discrimination**

It is the policy of the Racine Unified School District, pursuant to Wisconsin Statutes 118.13 and PI9, that no person on the basis of gender, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional, or learning disability, may be denied admission to any school in this district or be denied participation in, be denied the benefits of, or be discriminated against in any curricular, extracurricular, student services, recreational, or other program or activity.

This policy also prohibits discrimination under related Federal Statutes, including Title VII of Civil Rights Act of 1964 (race and national origin), Title IX of the Education Amendments of 1972 (gender) and Section 504 of the Rehabilitation Act of 1973 (handicap).

Any person who believes s/he has been discriminated against, in violation of this policy, may file a written complaint with the Superintendent of Schools, 3109 Mt. Pleasant Street, Racine, Wisconsin 53404.

# SECTION 1: PREAMBLE AND DEFINITIONS

## 1.1 Guiding Principles

The purpose of the Handbook is to inform Racine Unified School District (hereinafter referred to as the “District”) employees about the rules, procedures, environment and benefits applicable to employees of the District.

The District recognizes that it is critically important that the Handbook must be credible to all interested parties. Specifically:

- It must be credible to the employees, who want to know that their interests were considered and that any changes to the status quo were made for legitimate reasons.
- It must be credible to administrators and supervisors, who want to know that their interests were considered and that the Handbook balances the demands of managing a dynamic and competitive organization with the reasonable interests of the various employee groups in protecting against arbitrary or unpredictable changes.

Furthermore, this Handbook must be credible to the following external stakeholders:

- It must be credible to parents, who want to know that the process weighed every decision against a standard of how it would impact student performance and intellectual growth, and that the Handbook enhances the District’s ability to provide a high level of educational services to their children.
- It must be credible to the public, who want to know that the process actively sought to identify and reform practices and procedures that were wasteful or duplicative and sought to hold down costs while still permitting the District and its workforce to compete successfully in the educational marketplace.

The following goals and values will guide all District deliberations and recommendations:

- **EDUCATIONAL ACHIEVEMENT:** Procedures, rules and practices that interfere with or hinder student educational achievement must be identified as such, including the specific manner in which they interfere or hinder, and should in the course of this process be reformed.
- **COMPETITIVE ADVANTAGE:** Attracting and retaining the highest quality personnel works to the benefit of the children and their education and allows the District to compete successfully in the educational marketplace.
- **STABILITY WITHIN THE DISTRICT:** Stability in the relations between the Board, administrators, supervisors and staff benefits all parties and enhances the educational mission of the District. Further, the parties recognize that stability is accomplished through rules, procedures and expectations that are clearly stated, reasonably and evenhandedly applied and tailored to the interests of the organization.
- **CLARITY AND EASE OF ADMINISTRATION:** Uniformity in rules, procedures and benefits is desirable, but the District also recognizes that the diverse functions, duties and demands of the various jobs across the workforce may require variations in rules and procedures and that any changes in existing benefits or working conditions must be approached with the need for stability and competitiveness in mind.

## 1.2 Rights and Privileges

Employees have the rights and privileges granted to them by their citizenship, the Wisconsin Statutes and the Constitution of the United States.

## 1.3 Purpose of the Handbook

The Handbook is provided as a reference document for the District. The contents of the Handbook are presented as a matter of information only. While it is intended to provide employees with information regarding the District, it should not be considered all-inclusive. It is important that each employee is aware of the policies and procedures related to his/her position.

The contents of this Handbook are not intended to conflict with Board policies and regulations, state or federal laws, Should a case of perceived ambiguity or conflict arise, Board policy, state and federal laws will supersede this employee Handbook.

This Handbook, District practices, or communications with supervisors are not intended to create any contract of employment with any employee. Only the Board of Education has the authority to create a contract of employment with any employee, and this contract must be in writing and approved by the Board to be valid.

The District is committed to reviewing its policies and benefits continually; therefore, this Handbook is subject to change.

## 1.4 Definitions

**Alcoholic Beverage:** “Alcoholic Beverage” is defined as fermented malt beverages and intoxicating liquor, as set forth in Wisconsin Statute 125.02(1)

**Authorized Representative:** “Authorized Representative” is defined as an organization of employees acting on behalf of an employee group.

**Benefit Eligible** “Benefit Eligible” is defined for benefit purposes as follows:

- Administrator: 60% FTE or more
- Teacher: 60% FTE or more
- Educational Assistant: Thirty (30) or more hours per week
- Secretary/Clerk: Thirty (30) or more hours per week
- Building Service Employee: Thirty (30) or more hours per week
- Carpenter: Thirty (30) or more hours per week
- Painter: Thirty (30) or more hours per week

**Casual/Temporary Employee:** “Casual/Temporary Employee” is defined as a person who is not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status. A casual employee will have no expectation or rights of continued employment.

**Certified Staff:** “Certified Staff” are defined as persons who are required to hold appropriate licensure or certification issued by the Wisconsin Department of Public Instruction under Wisconsin Statutes 118.21 but does not include individuals employed as special education assistants, instructional assistants, para-professionals or other student learning assistants.

**Child:** “Child” is defined, consistent with the provisions with FMLA presently, to include a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for him/herself because of a serious health condition.

**Controlled Substance:** “Controlled Substance” is defined in Wisconsin Statutes 961.01(4).

**Discipline:** “Discipline” is defined as any employment action that results in discharge, a disciplinary suspension without pay, a disciplinary reduction in pay or other benefits, a disciplinary demotion, a written reprimand or a verbal reprimand. Discipline will not include the following:

- Performance improvement plans;
- Performance evaluations or reviews;
- Documentation of employee acts and/or omissions in an employment file;
- Administrative suspension with pay, or
- Other non-material employment actions.

**Employee Groups:** This Handbook shall be applicable to the following employee groups:

A – Administrator/Professional Support

B -- Teachers

C -- Educational Assistants

D -- Secretary/Clerks

A=Administrator; B=Teachers; C=Educational Assistants;  
D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter



E -- Building Service Employees  
F -- Carpenters  
G -- Painter

These categories are more fully defined below. Throughout this Handbook, some sections will list, by alpha description (i.e., A, B, C, etc.) whether the section is applicable to each group.

The following definitions shall apply to each listed employee group.

**Group A** -- “Administrator” is defined as a person who is required to have a contract under Wisconsin Statutes 118.24, any other individual given an administrator contract by the Board of Education, or other designated supervisory administrative personnel.

**Group B** -- “Teacher” is defined as all regular full-time and regular part-time teachers, nurses, psychologists, counselors, social workers, diagnosticians, physical therapists, occupational therapists or speech pathologists.

**Group C** -- “Educational Assistant” (also referred to as “Assistant”) is defined as all regular full-time and regular part-time educational assistants, paraprofessionals, LPNs, Braille transcribers, matrons and hearing interpreter positions.

**Group D** -- “Secretary/Clerk” is defined as all regular full-time and regular part-time secretarial/clerical staff, excluding supervisors and confidential employees.

**Group E** -- “Building Service” is defined as all regular full-time and regular part-time building custodians, groundskeepers, stationary engineers, truck drivers, warehouse workers and all general maintenance personnel not included in trade unions, excluding temporary employees, and all regular full-time and regular part-time cafeteria employees, excluding temporary employees.

**Group F** -- “Carpenter” is defined as all regular full-time and regular part-time carpenters.

**Group G** -- “Painter” is defined as all regular full-time and regular part-time painters

**Exempt Employment:** “Exempt Employment” is defined as an employee who is exempt from the provisions of the Fair Labor Standards Act (FLSA) requirements for overtime compensation. Generally, certified staff (teachers) and administrators are exempt under FLSA regulations.

**FTE:** “FTE” is defined as a person’s full-time equivalent status.

**Full-Time:** “Full-Time” is defined, for calculation of benefit purposes only, as follows:

- Administrator: Forty (40) hours per week
- Teacher: Thirty-seven and one-half (37.5) hours per week
- Educational Assistant: Thirty-seven and one-half (37.5) hours per week
- Secretary/Clerk: Forty (40) hours per week
- Building Service Employee: Forty (40) hours per week
- Carpenter: Forty (40) hours per week
- Painter: Forty (40) hours per week

**Immediate Family:** “Immediate Family” is defined as husband, wife, son, daughter, father, mother, sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandson, granddaughter, grandfather, grandmother and any other person with whom the employee stands in a legally established relation of parent or child.

**Long Term, Unpaid Leave of Absence:** “Long-Term, Unpaid Leave of Absence” is defined as an unpaid leave that is thirty (30) days or more.

**Non-Exempt:** “Non-Exempt” is defined as an employee who is assigned an hourly wage and may be eligible for additional compensation in accordance with the Fair Labor Standards Act (FLSA).

**Non-Tenured Employee:** “Non-Tenured Employee” is defined as a probationary teacher who has not been tendered his/her fourth contract.

**Overtime:** “Overtime” is defined as hours worked in excess of forty (40) in one workweek. Employees eligible for overtime pay, as determined under the Fair Labor Standards Act (FLSA), will be paid time and one-half (1-1/2) for overtime hours.

**Parent:** “Parent” is defined as a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee’s spouse.

**Physical Restraint:** “Physical Restraint” is defined as a restriction that immobilizes or reduces the ability of a student to freely move his/her torso, arms, legs or head.

**Probationary Employee:** “Probationary Employee” is defined as follows:

- Administrator: Three (3) years from the date of first actual performance of work.
- Teacher: Three (3) years from the date of first actual performance of work.
- Educational Assistant:
  - New employee: One (1) year from the date of first actual performance of work
- Secretary/Clerk:
  - New employee: One (1) year from the date of first actual performance of work
  - New assignment: Eighty (80) working days from the date of first actual performance of work in the new assignment
- Building Service Employee:
  - New employee: One (1) year from the date of first actual performance of work
  - New assignment: Ninety (90) calendar days from date of first actual performance of work in that assignment

**Salary Increment:** “Salary increment” is defined as a raise in pay due to an additional one (1) year of service with satisfactory performance of duties in grade; provided, however, that no salary increment will be paid after the highest salary is reached.

**Short-Term Leave of Absence:** “Short-Term Leave of Absence” is defined as a leave that is twenty-nine (29) or fewer days.

**Spouse:** “Spouse” is defined as an employee’s legal husband or wife.

**Serious Health Condition:** “Serious Health Condition” is defined as a disabling physical or mental illness, injury, impairment or condition involving any of the following:

- Inpatient care in a hospital, nursing home or hospice
- Outpatient care that requires continuing treatment or supervision by a health care provider

**Termination:** “Termination” is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include, for instance, voluntary retirement, voluntary resignation, or separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.

## **SECTION 2: EMPLOYMENT LAW**

### **2.1 Americans with Disabilities Act (ADA)**

The Americans with Disabilities Act of 1990 (ADA) and the Wisconsin Fair Employment Act (WFEA) prohibits employment discrimination against “qualified individuals with disabilities.” The District commits to providing reasonable accommodations to its employees assuring that individuals with disabilities enjoy full access to equal employment opportunity. Accordingly, the District will provide reasonable accommodations to qualified individuals with disabilities when such are directly related to performing the essential function of a job. An employee requiring a modified work environment as the result of a disability may request a reasonable accommodation. To request an accommodation, the employee will be required to complete and submit the Disability Accommodation Request Form. As part of this request, the employee must provide medical verification of the need for the accommodation and may be required to sign an Authorization for Release of Medical Records to allow the District to communicate with the employee’s health care providers. The Disability Accommodation Request Form is available on the Employee Portal under Human Resources/Forms or from the Office of Human Resources. All information received during this process, whether written or verbal, will be kept confidential and disclosed only to those individuals who are relevant to the decision process. The Office of Human Resources/Benefit Department will review requests for accommodation. All requests will be acknowledged and the District will implement approved accommodation(s). Approved accommodations will be reevaluated periodically to ensure that they remain necessary, reasonable and effective.

### **2.2 Equal Opportunity**

It is the policy of the District that no person may be illegally discriminated against in employment by reason of age, race, religion, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political or religious affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information or any other factor prohibited by state or federal law.

#### **Equal Opportunity Complaints**

The District encourages informal resolution of complaints. A formal complaint resolution procedure is available, however, to address allegations of violations of District policy.

The Title VII Coordinator, the Executive Director of Employee Relations or designee, is responsible for the investigation of complaints by employees alleging unlawful discrimination.

Any employee, who believes s/he has been discriminated against, may file a written complaint with the Title VII Coordinator within twenty (20) working days of the time the individual knows or should have known about the alleged discrimination.

The complaint will be presented in writing to the Title VII Coordinator. The complaint must include the specific nature of the alleged discrimination, with specific details and dates; it will include the name, address and phone number of the complainant.

The Title VII Coordinator will investigate the complaint within ten (10) working days, unless notice is given to the Complainant of the reasons that additional time is needed, after receipt of the complaint. The Title VII Coordinator will give a written answer to the complainant within twenty (20) working days after receipt of the written complaint.

A complainant, who is not satisfied with the answer of the Title VII Coordinator, may submit a written appeal to the Chief of Human Resources, who may establish an Ad Hoc Committee to review the complaint, explaining with particularity the nature of the disagreement with such answer and the reasons underlying such disagreement. Such

appeal must be filed with the Chief of Human Resources within ten (10) working days after receipt of the reply of the Title VII Coordinator.

The Chief of Human Resources will investigate the complaint and will give a written answer to the complainant's appeal within forty (40) working days. The decision of the Ad Hoc Committee is to be reported to the Superintendent of Schools for final approval. (See Employee Portal for Equal Opportunity Complaint form.)

Nothing in these procedures will preclude persons from filing a complaint directly, or an appeal, with designated agencies as authorized by state and federal laws (e.g. U.S. Office of Civil Rights, Equal Rights Division of the Department of Workforce Development) and/or with courts having proper jurisdiction.

### **2.3 Fair Labor Standards Act**

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including executive, administrative and professional employees who meet regulatory requirements under the Fair Labor Standards Act (FLSA). Notification of rights under the FLSA is set forth in the employment poster section in Appendix #1.

### **2.4 Family and Medical Leave Act**

The Family and Medical Leave Act (FMLA) provides employees the opportunity to take time off to care for him/herself, a child, a spouse or a parent who may have a serious health condition, or the birth/adoption of a child, without the loss of job security. If an employee has a family or medical matter that causes him/her to take time away from work, the employee should complete the "Family and Medical Leave Request" form and forward it to the Office of Human Resources as soon as possible to determine eligibility for coverage under the FMLA. The form is available on the Employee Portal under Human Resources. Employees must apply for Family and Medical Leave no later than twenty-four (24) hours upon return to work for unanticipated absences or provide at least a thirty (30) day advance notice when the leave is anticipated, whichever is applicable. The complete Policy and Procedures are located in Attachment #1. Notification of rights under FMLA is set forth in the employment poster section in Appendix #6.

### **2.5 Harassment and Bullying**

The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of harassment and bullying.

#### **2.5.1 Harassment**

The District shall not tolerate harassment based on any personal characteristic described above in section 2.2. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

1. Unwelcome sexual advances, comments or innuendos;
2. Physical or verbal abuse;
3. Jokes, insults or slurs based on any personal characteristic (*Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks*);
4. Taunting based on any personal characteristic described above in section 2.2; and/or
5. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

## 2.5.2 Bullying

Bullying is defined as systematic or repeated infliction (or attempted or threatened infliction) of physical harm or psychological/emotional distress on one or more students, staff, or other persons. It involves purposeful or intentional written, spoken, nonverbal, or physical behavior, including but not limited to any threatening, intimidating, insulting, degrading, or dehumanizing conduct, gesture, or communication that has the effect of doing any of the following:

1. Substantially interfering with any employee's work or a student's education;
2. Substantially interfering with a person's ability to participate in or benefit from any school activity or program;
3. Endangering the health, safety, or property of the target(s) of the behavior;
4. Creating a threatening, intimidating, hostile, or offensive environment within any District school, activity, or program; or
5. Substantially disrupting the orderly operation of the school.

"Cyber-bullying" is defined as bullying that involves the use of digital technologies, including but not limited to, e-mail, cell phones, text messages, instant messages, chat rooms, and social media (e.g., Twitter™ or Facebook™). Cyber-bullying is prohibited and treated the same as all other types of bullying.

Bullying is deliberate/purposeful conduct, but intent/purpose may properly be inferred from the totality of the circumstances (e.g., where the behavior is persistent/repeated or where the responsible party reasonably should have been able to foresee the consequences of his/her actions and the manner in which his/her conduct would be likely to be perceived by the target(s) of the conduct).

Bullying can involve direct interaction between the aggressor-bully and the target(s), or it can be indirect (such as orchestrating others to engage in acts of bullying; facilitating bullying conduct by others; etc.).

Not all behaviors that (1) hurt another person's feelings; (2) are a manifestation of an interpersonal conflict; or (3) are in some way unkind amount to acts of bullying. However, such negative behaviors are still a legitimate subject of concern and regulation within the school environment. Further, it shall be a goal of the District's workplace and educational programs to help staff, students and others recognize and acknowledge that even one-time instances of, for example, name calling, negative teasing, put-downs, or excluding others (when inclusion was readily possible) are inappropriate and problematic for a number of reasons.

## 2.5.3 Employee Responsibility

All employees are responsible for ensuring that harassment and bullying do not occur. The District intends to comply with both the letter and spirit of the law in making certain that harassment and bullying do not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of harassment or bullying or has knowledge of violations of this policy shall report the matter in accordance with established complaint. All reports regarding employee harassment or bullying shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee harassment and bullying. Actions that are determined to be harassment or bullying shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of alleged harassment or bullying to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of alleged harassment or bullying may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to harassment or bullying complaints or fail to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.

## Employee Harassment Complaint Procedure

The Executive Director of Employee Relations or designee is the designated complaint officer and is responsible for responding to harassment complaints.

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**Step 1:** Any complaint will be presented in writing to the complaint officer. It should include the specific nature of the harassment and corresponding date, names of those who may have witnessed the alleged harassment and the name, address and phone number of the complainant. The complaint will be presented to the complaint officer at the Administrative Service Campus and must be signed by the complainant. The complaint officer will acknowledge in writing the receipt of the complaint. The complaint officer will thoroughly investigate the complaint, notify the person who has been accused of harassment, and permit a response to the allegation. If the complaint officer deems appropriate, s/he will arrange a private meeting to discuss the complaint with all concerned parties within ten (10) working days after receipt of the written complaint. The complaint officer will give a written answer to the complainant within fifteen (15) working days after receipt of the complaint.

**Step 2:** If the complainant is not satisfied with the answer of the complaint officer, s/he may submit a written appeal to the Chief of Human Resources indicating the nature of disagreement with the answer and reason underlying such disagreement. Such appeal must be filed within ten (10) working days after receipt of the complaint officer's answer. The Chief of Human Resources will arrange a private meeting with the complainant and other affected parties, if requested by the complainant, at a mutually agreeable time to discuss the appeal. The Chief of Human Resources will give a written answer to the complainant's appeal within ten (10) working days.

Nothing in these procedures will preclude persons from filing a complaint directly, or an appeal, with designated agencies as authorized by state and federal laws (e.g. U.S. Office of Civil Rights, Equal Rights Division of the Department of Workforce Development) and/or with courts having proper jurisdiction.

## **2.6 Immigration Law Compliance**

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

## **2.7 Lactation Regulations**

The District supports employees who breast-feed their children by accommodating their needs to express breast milk during the workday. Therefore, the District subscribes to the following:

**2.7.1** Notice - Prior to returning to work from maternity leave, the employee will notify the building administrator/supervisor of her intent to continue breast-feeding and of her need to express breast milk during the day. It will be the responsibility of the employee to keep the building administrator/supervisor informed of her needs in this regard throughout the period of lactation.

**2.7.2** A lactation room will be designated in each building. The lactation room is provided as a private, lockable and sanitary place for breast-feeding employees to express their milk during the day. An employee who has provided the required notice, and who wishes to use this room, will reserve the room by utilizing the reservation procedures put in place for that particular site. Additional rules for use of the room may be posted in the room. If applicable, an employee may use her private office area for breast-feeding or milk expression.

**2.7.3** Breast-feeding employees will be provided time to accommodate milk expression. An employee who is breast-feeding her child will be provided reasonable break times to express milk. The time should not exceed normal time allowed for lunch and breaks. The building administrator or supervisor will make accommodation in the event that the time of regular breaks needs to be adjusted or in the event that additional and/or longer breaks are needed. For time above and beyond normal lunch and breaks, leave time or unpaid time must be used.

**2.7.4** Employees should provide their own cooler packs to store expressed milk. An employee may provide, however, her own small refrigerator for breast milk storage in her individual work area with prior approval from the building administrator/supervisor.

**2.7.5** All employees are expected to provide support and respect the privacy of breast-feeding employees.

**2.7.6** Breast-feeding information will be displayed. The District will provide information relative to its lactation rooms to all pregnant and breast-feeding employees.

## **SECTION 3: GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS**

### **3.1 Accident/Incident Reports**

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the principal or supervisor immediately or as soon as practicable. A completed accident report form must be submitted to the Worker's Compensation Office within twenty-four (24) hours of the accident/incident or as soon as practicable. In the event of a work-related accident or injury, please see the worker's compensation section of this Handbook.

### **3.2 Assault**

#### **3.2.1 Report of Assault**

An employee, who believes that s/he has been assaulted in the course of his/her employment, will complete the Employee Report of Injury/Illness (see Employee Portal for form) and the Staff Incident Report (see Employee Portal for form) and submit it to his/her principal or supervisor. Copies of both forms must be submitted to the Benefits Office within twenty-four (24) hours of the incident or as soon as practicable thereafter.

#### **3.2.2 Rights of Employee Subsequent to an Assault**

An employee will be advised by the District about various rights, including, in appropriate cases, sick leave, medical insurance, worker's compensation, right to file a complaint with law enforcement authorities and the right to confer with private legal counsel in order to assess potential civil action. Private legal counsel is to be obtained at the employee's own expense.

#### **3.2.3 Complaint**

If the employee wishes to file a complaint, the employee's principal or supervisor will call the appropriate law enforcement authorities to investigate the incident. The District will call the police to investigate if the employee is physically unable to tell the principal or supervisor whether s/he wishes to file a complaint.

#### **3.2.4 District Response to Authorized Representative**

Whenever an individual physically assaults an employee, appropriate action will be taken promptly by the District to ensure the safety of the employee. The authorized representative will be notified of the District's action within a reasonable period of time thereafter.

#### **3.2.5 Physical Restraint of Student**

An employee may use reasonable and appropriate means to prevent a threatened or continuing breach of discipline that is endangering the safety of others.

##### **3.2.5.1 Physical restraint may be used only if all of the following apply:**

- The employee has received training in the use of physical restraint.
- The student's behavior presents a clear, present and imminent risk to the physical safety of the student or others, and physical restraint is the least restrictive intervention feasible.
- There is no medical contraindications to its use.
- The degree of force used and the duration of the physical restraint do not exceed the degree and duration that are reasonable and necessary to resolve the clear, present and imminent risk to the physical safety of the student or others.
- None of the following maneuvers or techniques are used:
  - (a) those that do not give adequate attention and care to protecting the student's head;
  - (b) those that cause chest compression by placing pressure or weight on the student's chest, lungs, sternum, diaphragm, back, or abdomen; or
  - (c) those that place pressure or weight on the student's neck or throat, or an artery, or on



the back of the student's head or neck, or that otherwise obstruct the student's circulation or breathing.

- It does not constitute corporal punishment, as defined in current law.
- The employee does not use a mechanical or chemical restraint on the student. The use of supportive equipment to properly align a student's body, assist a student to maintain balance, or assist a student's mobility, under the direction and oversight of appropriate medical or therapeutic staff, does not constitute the use of a mechanical restraint.

**3.2.5.2** Employees who have not received training may use physical restraint, in an emergency situation, defined as situations to protect the safety of the employees, students or others, until the time that a trained individual arrives for transition.

**3.2.5.3** The District will provide training to designated employees annually.

### **3.2.6 Employee Self-Defense**

Self-defense is the use of such force as is necessary to protect oneself. Self-defense is permissible when an employee finds it necessary to guarantee his/her safety. If criminal or civil proceedings are brought against an employee alleging s/he committed an assault in connection with his/her employment, the District will provide the employee with all assistance necessary pursuant to Wisconsin Statute 895.46.

### **3.2.7 Dangerous Situations**

When the job duties of a particular classification within an employee group include intervention in situations of student misconduct, such employees are expected to exercise reasonable judgment and not unduly jeopardize their safety. The District, as appropriate, will periodically provide restraint training for employees in these types of positions and general inservice for student and staff safety. Employees acting within the scope of their employment and in accordance with District policies and state law will be defended by the District, if necessary, because of their involvement in dangerous situations.

### **3.2.8 Absence Due to Assault/Additional Sick Leave**

An employee who is absent as a result of being injured by an assault in the course of his/her employment will receive up to one hundred thirty (130) days or through the remainder of the current school year, whichever occurs first, of additional sick leave without loss of pay, which will be taken for this purpose before the employee's sick leave. The Worker's Compensation Office must authorize the use of such sick leave in order to determine whether it is used appropriately.

### **3.2.9 Reimbursement for Personal Property Damage**

The District will reimburse employees for the reasonable value of any clothing or personal property damaged or destroyed as a result of an assault while acting in the discharge of his/her duties within the scope of his/her employment. The District will have subrogated interest in any subsequent litigation that may occur related to the assault.

## **3.3 Attendance**

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

Employees who are unable to report to work shall follow the applicable process for reporting his/her absence. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

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Employees who fail to provide adequate notice of tardiness and incur instances of unexcused tardiness as a result, will be subject to discipline up to and including termination of employment. “Tardiness” is defined as failing to report to work at the scheduled start time of an employee’s shift or workday, including failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has punched in at the start of his or her scheduled shift or workday, but who is not prepared to actually begin working at that time. An employee who incurs six (6) unexcused instances of tardiness without providing adequate notice to the District in any twelve (12) month period may be terminated for excessive tardiness.

Employees who fail to provide adequate notice of absences using the notification procedures as required and defined by Department manager, supervisor or principal, and incur unexcused absences as a result, will be subject to discipline up to and including termination of employment. Absence is defined as failing to report to work for a scheduled shift or workday without having secured preapproved leave. An employee who incurs two (2) or more unexcused absences without providing adequate notice to the District in any 120-day period may be terminated for excessive absenteeism.

The District reserves the right to waive enforcement of these rules in very limited circumstances as may be necessary to provide a reasonable accommodation for a qualified individual with a disability under the Americans with Disabilities Act.

### **3.4 Child Abuse Reporting**

Except as provided under Wisconsin Statute 48.981, sub.(2m), any District employee having reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect and that abuse or neglect of the child will occur, will immediately inform the County Human Services Department and the building administrator. Any delay is not in the best interests of the child and is not consistent with District policy. District employees, including administrators, may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. Employees are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel. For additional information see Administrative Regulation 5151.7.

### **3.5 Compensation**

Wage rates are established annually by the Board of Education. Established rates will be communicated and published on the Employee Portal.

### **3.6 Complaint Procedure**

The purpose of this complaint procedure is to provide a method for prompt and full discussion and consideration of matters of concern that personally impact the employment within the District of an individual and that do not fall under the category of harassment, discrimination, or bullying and which cannot be processed through the grievance procedure.

Consistent with resolving matters at the level most directly and appropriately involved, matters of concern shall proceed through the following steps.

- Step 1 - Immediate Administrative Supervisor
- Step 2 - Executive Director of Employee Relations
- Step 3 - Chief of Human Resources

#### **3.6.1 Step One – Supervisor**

Matters of concern, should be brought to the attention of the employee’s immediate supervisor within ten (10) calendar days of the event which gave rise to the concern. Accordingly, the employee should initiate a dialogue as soon as possible with his/her designated administrative supervisor. Within ten (10) calendar days,

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the supervisor will arrange a mutually agreed upon date and time to meet. Unless additional time is needed to gather information, the supervisor will respond in writing no later than ten (10) calendar days afterwards.

### **3.6.2 Step Two – Executive Director of Employee Relations**

An employee may file a written complaint with the Executive Director of Employee Relations or his/her designee, within ten (10) calendar days, of his/her inability to resolve the concern with his/her immediate supervisor. Upon receipt of a written complaint, the Executive Director of Employee Relations or his/her designee will establish a date and time to hear the complaint. The Executive Director of Employee Relations or his/her designee shall review the documentation provided in support of the employee's position and will further investigate the matter, if needed. The Executive Director of Employee Relations or his/her designee shall advise the employee, in writing, of his/her disposition of the complaint within ten (10) calendar after the meeting.

### **3.6.3 Step Three – Chief of Human Resources**

An employee who is not satisfied after receiving a response from the Executive Director of Employee Relations at Step 2, may appeal to the Chief of Human Resources. Within ten (10) calendar days of receipt of decision, the Chief of Human Resources will establish a date and time to hear the complaint. The Chief of Human Resources will review all information and then respond with a written response within ten (10) calendar days after the meeting.

The Chief of Human Resources' disposition shall be the final resolution of the complaint.

Complaints related specifically to the following issues have separate procedures for resolving these matters:

1. Equal Opportunity Complaints [See Section 2.2]
2. Employee Harassment and Bullying [See Section 2.5]
3. Grievance Procedure [See Section 14]
4. Violence in the Workplace [Section 3.43]
5. Whistleblower [Section 3.46]

## **3.7 Confidentiality**

Student information obtained by employees as the result of their employment with the District is confidential and protected by law unless such information has been designated as student directory data as set forth in Administrative Regulation 5135.6. The law and respect for our students require that student issues be only discussed with employees on a need-to-know basis and parents who need to know the information. Any requests for District records will be referred to the appropriate administrator. For additional information, see Administrative Regulation 5135.6.

## **3.8 Copyright**

All reproduction of copyrighted material will be conducted strictly in accordance with applicable provisions of law. For additional information, see Administrative Regulation 4132 and 4132.1.

## **3.9 Criminal Background Checks for Active Employees**

All District employees will notify their administrator/supervisor as soon as possible but no more than three (3) calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude and any other offenses as indicated below:

- Crimes involving school property or funds.
- Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an employee.
- Crimes that occur wholly or in part on school property or at a school sponsored activity.
- A misdemeanor that involves moral turpitude (e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community).
- A misdemeanor that violates the public trust.

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The requirement to report a conviction or deferred adjudication will not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action up to and including termination. Such report will be made as soon as possible, but in no circumstance more than three (3) calendar days after the event, giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a crime will not be an automatic basis for termination. The District will consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

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

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

### 3.10 Discipline

Any employee subject to discipline will be afforded basic due process. The employee will be advised of the facts constituting the alleged misconduct and will be given an opportunity to respond before any penalty is imposed. This does not prevent the District from immediately removing an employee from duty if considerations of safety or other compelling circumstances warrant removal, pending investigation. Removal from duty, pending investigation, will normally be with pay. If a situation arises that immediately affects an employee's ability to function in his/her assignment, the District may suspend the employee without pay or take other appropriate administrative action.

If an employee authorizes an organization or individual to represent him/her, the employee may be represented by the authorized representative in the investigation of any misconduct and may have the representative present during any investigatory interview which is likely to result in discipline. Where an allegation, if true, could result in suspension or discharge, the employee's authorized representative, if any, will be notified. If an employee is in a classification represented by a labor organization, it is presumed that that organization is his/her authorized representative, unless the employee informs the District otherwise.

The District follows the principles of progressive discipline, although in cases of serious misconduct, progressive discipline may not be appropriate. Where progressive discipline is appropriate, the usual progression will be:

- verbal reprimand
- written reprimand
- suspension without pay
- discharge

**Reprimands:** Where an employee is reprimanded, and the reprimand is documented or otherwise reduced to writing, the reprimand will be distributed to the employee, the employee's personnel file and to the authorized representative. Upon request, reprimands will be removed from the employee's files after seven (7) years.

**Suspensions:** Where an employee is suspended, the basis for the suspension, the length of the suspension and the dates on which it is to be served will be specified in writing. The suspension may be immediate, if circumstances warrant. The notice of suspension will be distributed to the employee, the employee's supervisor, the employee's personnel file and to the authorized representative. Any suspension must be imposed by the Employee Relations Department.

**Discharges:** Where an employee is discharged, the discharge must be imposed by the Employee Relations Department. The reasons for the discharge will be specified in writing. The notice of discharge will be distributed to the employee and the employee's personnel file.

**Discretion:** Disciplinary investigations will be conducted with due concern for the privacy and reputations of the individuals involved, and the imposition of any discipline will be done in such a manner as to avoid unduly embarrassing the employee.

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### **3.11 District Property**

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Any equipment, teaching resources, textbooks, unused supplies or keys issued must be returned on or before the employee's last day of employment, including, but not limited by enumeration: employee identification badges and the key proximity (swipe card). District equipment borrowed for short-term use should be returned within a reasonable of time after project completion.

### **3.12 District Property – Searches**

District employees should be aware that all District property (including computers, desks, lockers, file cabinets and the like) are subject to search at any time by authorized District personnel. District employees should not have any expectation of privacy in these spaces.

### **3.13 Diversity Initiatives**

It is the policy of the District to take initiatives to achieve equal employment opportunity in all personnel actions and procedures, including, but not limited to, recruitment, hiring, training, transfers, promotions, compensation, and other benefits.

This policy is to be administered not only without prejudicial and discriminatory regard to any protected status which includes but is not limited to race, creed, color, disability, national origin, sexual orientation, religion, age and sex, but special efforts in recruitment and employment shall be taken to overcome barriers to equal employment opportunities.

### **3.14 Dress Code**

Employees represent the District to our students, parents and the public. District employees are judged not only by their service but also by their appearance. The District expects every employee's appearance to be consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene.

The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

The following examples could be considered inappropriate manner of dress:

- Wind or track suits, unless job related
- Off-the-shoulder, backless or halter tops or shirts with spaghetti straps
- Flip-flops
- Torn or ripped clothing
- Shorts or skirts of inappropriate length
- Mid-riff or excessively low-cut tops
- Sweatshirts, sweatpants, t-shirts, sleepwear or loungewear

School and District administrators have the discretion to designate spirit days as appropriate which may include t-shirts and sweatshirts. On these occasions, employees are still expected to present a neat appearance.

If a supervisor or administrator perceives a staff member dressed in a way that is distracting, disruptive, and inappropriate or which adversely affects the educational atmosphere, the supervisor or administrator will discuss with the employee and direct him/her to take appropriate action to address the concern.

### **3.15 Drugs-, Alcohol- and Tobacco-Free Workplace**

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

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### **3.15.1 Prohibited Acts - Drugs and Alcohol**

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. School employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.

### **3.15.2 Tobacco and Nicotine Products:**

Employees shall not use tobacco and nicotine products except for nicotine products used as part of a smoking cessation program as defined below on District premises, in District vehicles, or in the presence of students at school or school-related activities except as provided for below. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats

A “tobacco product” includes, for example, chewing tobacco, cigars, and snuff. A “nicotine product” means any product that contains nicotine and is not a tobacco product, a cigarette, or a product that has been approved by the U.S. Food and Drug Administration for sale as a smoking cessation product or for another medical purpose and is being marketed and sold solely for such an approved purchase (e.g., nicotine gum, nicotine skin patches). Nicotine products covered by this prohibition might include, for example, electronic cigarettes (e-cigarettes) with nicotine, nicotine vaporizers, and nicotine lollipops.

### **3.15.3 Drug-Free Awareness Program**

The District shall distribute drug-free awareness information to employees regarding the dangers of drug abuse in the workplace, the District’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations.

### **3.15.4 Reasonable Suspicion Testing**

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 suspicion exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.

### **3.15.5 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.

### **3.15.6 Consequence for Violation**

Employees who violate the District’s policies and rules regarding alcohol, tobacco or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District’s policies and rules is mandatory and is a condition of employment.

### 3.15.7 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.

### 3.15.8 Employee Assistance Program

The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical or productivity concerns or problems. EAP helps in the prevention, identification and resolution of these problems and concerns. To reach the EAP in the District, please contact the Office of Human Resources.

## 3.16 Electronic Equipment

All electronic equipment (*laptop, desktop and tablet computers, monitors and TV's, cellular devices, projectors, document and digital cameras along with all associated power cords, cables and connectors*) is the property of the District and issued for professional work and productivity purposes directly related to the employee's position. The use of electronic equipment is subject to the rules and conditions of the District Network Use Policy. These terms are located on the Employee Portal. Upon acceptance or check-out of any District-owned electronic equipment, the employee assumes the responsibility for equipment security and care. This includes responsibility for actions of others in proximity to the equipment and for others having access to the equipment. Guidelines for use and care are found on the Employee Portal under Information Systems Department, "Electronic Equipment Use and Care Guide."

If the equipment is lost or damaged while on or off school property, the following must occur:

- The incident **MUST** be reported within 24 hours of discovery of the loss to the employee's supervisor AND to the Risk Management Department by submitting a Damage & Loss Report (obtained from employee supervisor).
- A Call Center Ticket must also be placed with the Information Systems Department.
- In incidents of theft, a report must also be filed with the local police department. A copy of the police report must be provided to the employee's supervisor within 24 hours.

Employees will not be held responsible for damage to District-issued equipment caused by intentional student actions or student misbehavior if the employee can demonstrate adherence to the Use and Care Guide.

Replacement of lost, stolen, or damaged equipment is at the discretion of the District. Disputes that arise in the determination of responsibility will be addressed through the Department of Employee Relations.

District computers issued to employees have District-installed standard software. This software may not be duplicated, transferred or downloaded to any other computer. Additional software may be installed on the equipment, assuming appropriate legal licensing is maintained. The employee assumes the responsibility of backing up any and all data on computers issued to the employee.

Employees must return the electronic equipment to the IMC upon termination of employment with the District or as required by the District. Failure to do so may result in legal action.

### 3.17 Electronic Mail Policy

District email accounts are provided for District business purposes and are the primary method of communication. On scheduled workdays, employees are responsible for reading their email and responding to messages. All employees are expected to know the content of emails that are essential to the employee's job duties. Incidental personal use is permitted; however, employees must minimize the time devoted to personal email. No employee may use a District email account for commercial purposes or to engage in illegal or immoral communications. The District reserves the right to review, audit, intercept, access and disclose any messages created and transmitted on the system.

### 3.18 Emergency Closing Procedures

These procedures will be followed in the event the schools must be closed because of a snowstorm or other emergency conditions:

- The decision to close schools will be made as early in the morning as possible, but usually by 6 a.m.
- The media listed below will be contacted so that they may publicize that RUSD schools will be closed:
  - CBS 58 (Channel 58)
  - Fox 6 (Channel 6)
  - TMJ4 (Channel 4)
  - WISN 12 (Channel 12)
  - Racine Journal Times (journaltimes.com)
  - WRJN (1400 AM)
- Closing information will be posted on the District website (www.rusd.org) immediately.
- All staff will receive email and/or phone notification as soon as possible.
- All after school activities, program, practices – athletic or other – will not be held on evenings of emergency closings or early dismissals. The decision whether or not to play or cancel varsity athletic events will be made by the high school principals and the superintendent.

#### 3.18.1 Building Closures (Groups A, B, C, D)

There are three (3) different instances when the workday may be affected due to building closures.

##### 3.18.1.1 Schools Closed

- If the school day is cancelled, 40-, 41-, 42-week employees should not report to work. Applicable guidance regarding time lost will be provided depending on the circumstances. If school is closed due to emergencies, acts of God or inclement weather, teachers may be required to make up said day(s) without pay.
- If the school day is cancelled, 50- and 52-week employees are expected to report to work providing such does not jeopardize his/her health, safety or welfare. If an employee does not report to work, s/he has the option of:
  - making up the time (provided it is within the same workweek),
  - utilizing a paid leave day (vacation, personal leave, or compensatory time), or
  - requesting salary deduction.

##### 3.18.1.2 Delayed Start

- If the schools open on a delayed start, employees are expected to report to work as close to the normal starting time as possible. An employee should not, however, risk his/her health, safety, or welfare in attempting to report to work on time. If an employee reports to work later than his/her normal starting time, time should be accounted for by choosing one of the following options:
  - make up the time (provided it is within the same workweek),
  - utilize a paid leave day (vacation, personal leave, or compensatory time), or
  - request salary deduction.



### **3.18.1.3 Early Dismissal**

- If the schools close early, employees are expected to remain at work until normal dismissal time unless such would risk his/her health, safety, or welfare. If time is lost, an employee should account for his/her time by choosing one of the following options:
  - make up the time (provided it is within the same workweek),
  - utilize a paid leave day (vacation, personal leave or compensatory time), or
  - request salary deduction.

### **3.18.2 Building Closures (Groups E, F, G)**

- Whenever schools are closed, employees will report to work under normal hours unless directed otherwise.
- When an employee reports to work, s/he is expected to work the full eight (8) hours. This means, if an employee arrives two (2) hours late, s/he will work two (2) hours beyond the normal quitting time. If an employee does not work the normal amount of hours, s/he will only be paid for those hours worked.
- If the law enforcement agencies have closed the roads to the school, the applicable Facilities Supervisor will assign accordingly.
- When reporting to work, employees are expected to be dressed in such a manner to work outdoors on snow removal.

## **3.19 Employee Identification Badges and Entry Access (Swipe) Cards**

The District will provide employees with an employee identification badge, and when appropriate, an entry access card (swipe card). Employee identification badges are an important part of employee work attire and are part of providing a secure environment for our students. Employees must wear their employee identification badges in a visible spot during their contracted work time.

An identification badge and/or swipe card lost after the initial issuing of said cards, the employee will be charged five dollars (\$5.00) per card for each lost card.

## **3.20 Ethics**

An effective educational program requires the services of employees of integrity, high ideals, and human understanding. It is important for District employees to assume responsibility for professionalism in the workplace and community. This responsibility requires employees to maintain standards of exemplary professional conduct and ethics. It must be recognized that the employee's actions will be viewed and appraised by the community, colleagues, associates, students, and parents. The District expects all employees to:

- demonstrate professionalism in all actions and relations with students, colleagues and the public;
- exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;
- obey local, state and federal laws and regulations;
- demonstrate high ethical and moral standards;
- adhere to the policies of the District and the administrative guidelines;
- seek and apply their knowledge and skills appropriate to assigned responsibilities;
- honor the public trust of their position above any economic/social rewards;
- avoid accepting anything of value offered by another for the purpose of influencing judgment, and
- ensure that individual actions or those of another on their behalf are not made with specific intent of advancing private interests.
- care for District property.

## **3.21 Evaluations**

The District values its employees. As such, the District is responsible for providing a continuous and effective employee evaluation process that focuses on job performance, professional development, effectiveness, and

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individual growth. Therefore, employees will be evaluated consistent with the guidelines being developed in the Evaluation Manual.

### **3.22 False Reports**

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

### **3.23 Financial Controls and Oversight**

Employees shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to their supervisor; District Administrator, or local law enforcement. Reports of suspected fraud or financial impropriety shall be processed in a manner that gives appropriate consideration to the confidentiality of these matters. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his/her area of responsibility for fraud and financial impropriety. No District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

### **3.24 Fraud and Financial Impropriety**

The District prohibits fraud and financial impropriety, as defined below, in the actions of its employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

#### **3.24.1 Fraud and financial impropriety shall include but is not be limited to the following:**

- forgery or unauthorized alteration of any document or account belonging to the District;
- forgery or unauthorized alteration of a check, bank draft, or any other financial document;
- misappropriation of funds, securities, supplies, or other District assets, including employee time;
- impropriety in the handling of money or reporting of District financial transactions;
- profiteering as a result of insider knowledge of District information or activities;
- unauthorized disclosure of confidential or proprietary information to outside parties;
- unauthorized disclosure of investment activities engaged in or contemplated by the District;
- accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy.
- inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
- failure to provide financial records required by state or local entities;
- failure to disclose conflicts of interest as required by law or District policy;
- disposing of District property for personal gain or benefit; and,
- any other dishonest act regarding the finances of the District.

#### **3.24.2 Fraud Investigations**

If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

### **3.25 Gambling**

Gambling on District-owned or leased premises is prohibited at all times. Gambling during the workday on or off District property is prohibited.

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## **3.26 Gifts and Sale of Goods and Services**

### **3.26.1 Gifts**

An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities, that are provided in connection with a conference or similar work-related activity where the employee's supervisor has reviewed the agenda for the conference or other activity and concluded that such incidents primarily facilitate the employee's attendance at and participation in the activity, and, therefore, primarily benefit the District rather than serving primarily as a personal benefit. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the Office of Operations for proper processing under the District's policy on gifts and solicitations and the terms of section 118.27 of the Wisconsin statutes.

Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employee's position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to Administrative Regulation 3310 for information on conflicts of interest and for staff gifts and solicitations and section 19.59 of the Wisconsin statutes.

### **3.26.2 Sale of Goods and Services**

No District employee may receive for his/her personal benefit anything of value from any person other than the District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school student while on the property of the District or at an activity of the District. Wis. Stats 118.12.

## **3.27 Honesty**

Honesty is a core value in the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, student records, etc.

## **3.28 Internet Use**

The District maintains Internet access, which employees are encouraged to use for District business when necessary. The Internet is to be used for work-related business only during actual working time, but occasional personal use of the Internet is permitted, provided it is not abused. The District reserves the right to monitor a user's network activities and to access, review, copy, store or delete any electronic communication or files and disclose them to others, as it deems necessary. A user should have no expectation of privacy regarding his/her use of District property, network and/or Internet access or files, including email. All District staff are expected to follow District guidelines for District network use.

For additional information, see Administrative Regulation 4245.

## **3.29 Inter-School Mail System**

Private mail routes, like the District's inter-school mail, can only be used for mail relating to the "current business of the carrier." "Carrier" in this case means the District. The U.S. Postal Service generally considers "current business of the carrier" to mean mail sent by or addressed to the carrier (in this case the District) or its employees in their capacity as employees. Using the District's internal mail system to send personal mail or materials not related to District business is a violation of federal law.

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### **3.30 Investigations**

#### **3.30.1 Expectation of Cooperation**

In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s), or any other District official assigned to investigate, all relevant and factual information about matters inquired except as provided for below in paragraph 3.28.2. Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.

#### **3.30.2 Investigation Interplay with Potential Criminal Conduct**

If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).

#### **3.30.3 Administrative Leave**

The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

### **3.31 Length of Service**

Length of service will be established as of the first day of full-time continuous employment. All part-time service is prorated to full-time equivalency. An employee whose employment has ended and who has thereafter been re-employed by the District, will have a length of service date established as of the date of re-employment. Length of service will not accrue during layoff or long-term unpaid leave. Work beyond the regular day and/or year will not count toward length of service.

### **3.32 Licensure/Certification**

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in his/her personnel file. Personnel files can be found in the Office of Human Resources. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

### **3.33 Liquidated Damages (Groups A, B)**

If an employee with an employment contract resigns before June 1 for the upcoming school year, no liquidated damages will be assessed.

Employees who resign from their individual employment contract for other than health or retirement purposes shall be required to reimburse the District in accordance with the following schedule of liquidated damages not to exceed \$5000:

- 2% of their current salary when the resignation is received after June 15 until July 31; or
- 4% of their current salary when the resignation is received in the month of August; or
- 6% of their current salary when the resignation is received between September 1 and the last day of the current school year.

If monies are due to an employee from the District as of the last day worked, the liquidated damages amount may be deducted from any remaining paychecks. The Office of Human Resources, at its sole discretion, may waive the right to pursue collection of liquidated damages from an employee.

### **3.34 Meetings**

**3.34.1** Any employee scheduled to participate during working hours in District meetings will suffer no loss of compensation.

**3.34.2** Professional licensed staff are required to remain in excess of 7.5 hours for professional events and administratively called meetings to include, but not limited to:

- Staff Meetings
- Department Meetings
- IEP
- 504
- SST
- Inservice meetings
- Professional development/professional learning
- Parent-Teacher or Student-Teacher conferences
- Open houses
- Award nights
- Graduations
- Situations determined by the administration to be of professional importance, extraordinary or in the case of an emergency situation.

Whenever reasonably possible, administration will provide advance notice of mandatory attendance and participation in required events.

**3.34.2.1** Tuesdays will be designated as building meeting days. Wednesdays will be designated as departmental meetings, subject area meetings, team leader/subject area representative meetings and Administrative Service Campus meeting days. Thursdays will be designated as professional learning meeting days. Other meetings identified in this provision can be held any day of the regular work week.

**3.34.2.2** There will be no meetings held on the second pre-school returning teacher report day.

### **3.35 Nepotism**

#### **3.35.1 Applicants for Employment**

Applicants for employment in the District will be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.

#### **3.35.2 Definition**

For the purposes of this Handbook, a “relationship by affinity” is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A “relationship by consanguinity” is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase “decision to hire” includes every aspect of the hiring process.

#### **3.35.3 Employee Reporting Requirements**

Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the

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District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

### **3.36 Outside Employment**

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the District. Employees will not be prohibited from holding employment outside the District, as long as such employment does not interfere with assigned school duties. An employee will not perform any duties related to an outside job during regular working hours nor will an employee use any District facilities, equipment or materials in performing outside work, except as permitted by the District.

### **3.37 Personal Vehicle Usage**

#### **3.37.1 Staff Transporting Students in Private Automobiles**

It is highly recommended that students and/or parents/guardians be transported by commercial carrier because of the concern for liability and car seat laws. It is realized, however, that in some cases, this is not practical. In case a staff member does transport students in the course of employment in a private vehicle, the staff member must:

- have written permission from the parent/guardian, building principal or other supervisor;
- have personal liability insurance with minimum limits that comply with Wisconsin Statute 121.555(2)(a);
- require students to wear seat belts or be placed in car/booster seats. All rules of the road must be stringently obeyed.
- meet all requirements as stated in Wisconsin Statute 121.555, including but not limited to:

##### **3.37.1.1 Vehicle Requirements**

- The operator may transport nine (9) or fewer passengers in addition to the operator.
- Transporting students in vans is prohibited unless such conforms to state law.
- Vehicles will be inspected annually for compliance with the requirements of Wisconsin Statute 110.075, Ch. 347 and the rules of the Wisconsin Department of Transportation. The owner of the vehicle is responsible for the annual inspection. Certification must be on file.
- All passengers must be seated in compliance with federal and state transportation laws. They must not interfere with the operator of the vehicle.

##### **3.37.1.2 Operator Requirements**

The operator:

- will possess a valid Wisconsin operator's license and be at least 18 years of age.
- will have sufficient use of both hands and the foot normally employed to operate the foot brake and foot accelerator.
- will submit to the school, at least once every three (3) years, a medical opinion, in such form as the school may prescribe, stating that the operator is not afflicted with or suffering from any mental or physical disability or disease, such as to prevent the operator from exercising reasonable control over a motor vehicle. The examination report prescribed in Wisconsin Statute 118.25 (2) and (4) may be used to satisfy this requirement.
- may not have been convicted of reckless driving under Wisconsin Statute 346.62, operating a motor vehicle while under the influence of an intoxicant or of a controlled substance under Wisconsin Statute 346.63(1) or any of the offenses enumerated under Wisconsin Statute 343.31(1) within a ten (10) year period. A driver's abstract, certified by the Motor Vehicle

Department, must be on file each year prior to the start of the school year or before transporting any student.

- will report, within ten (10) days, the occurrence of any accident in which the individual was involved, even if the individual was not transporting students or issued a citation. For purposes of this requirement, an accident is defined as a vehicle causing bodily injury to any person, or property damaged in excess of one thousand dollars (\$1,000).
- will report within ten (10) days the occurrence of any conviction or operating privilege revocation that makes the individual ineligible to transport students under this section.

The Board of Education authorized the transporting of students in private vehicles based upon compliance with above requirements. Necessary medical reports, vehicle certification and administrator signed approvals are to be on file. For additional information see Administrative Regulation 3702.2.

## **3.38 Personnel Files**

### **3.38.1 Administrative Service Center Personnel File**

An employee, and/or his/her authorized representative, by appointment with the Office of Human Resources, will have access to his/her personnel file located in Administrative Service Campus within three (3) working days of the request.

### **3.38.2 Building Personnel File**

An employee, and/or his/her designated authorized representative, by appointment with his/her school principal, will have access to his/her school building personnel file within three (3) working days of the request.

### **3.38.3 Information Not Accessible**

Certain information is not accessible pursuant to Wisconsin Statute 103.13, and no employee will have access to the following material:

- Records relating to the investigation of possible criminal offenses committed by that employee.
- Letters of reference for that employee.
- Any portion of a test document, except that the employee may see a cumulative total test score for either a section of the test document or for the entire test document.
- Materials used by the employer for staff management planning, including judgments or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the employer's planning purposes.
- Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- An employer that does not maintain any personnel records.
- Records relevant to any other pending claim between the employer and the employee that may be discovered in a judicial proceeding.

### **3.38.4 Employee Response to Material**

An employee may respond to any material in his/her personnel file. Such response will be included in the appropriate file.

### **3.38.5 Source of Material**

An administrator, who places materials in an employee's personnel file, will verify, upon request, the source of such material where it is not readily apparent.

### **3.38.6 Removal of Adverse Material**

With the exception of material put into an employee's personnel file before his/her date of employment, recommendations for upgrading or change of position, medical or health reports, employee evaluations and

other material routinely kept in the ordinary course of business, any material adverse to an employee will be removed from the employee's personnel file after seven (7) years, upon the employee's written request, or before seven (7) years at the discretion of the Chief of Human Resources or designee.

### **3.38.7 Complaints**

Any written complaint about an employee, or written material that the employee's principal or other supervisor deems derogatory, will be promptly called to the employee's attention. The employee may respond; his/her response will be reviewed by the administrator, attached to the complaint or written material and be included in the employee's personnel file.

In instances where parents have oral complaints about an employee, the affected employee will be notified whenever feasible, and in all instances where the parents' concerns/complaints are addressed by an administrator in writing, the employee will first be given a meaningful opportunity to provide input for the response.

### **3.38.8 Compliments**

Any written compliment relating to an employee's job performance will be promptly called to the employee's attention and will be included in the employee's personnel file with the exception of compliments initiated by the authorized representative or peers; however, these may be included at the District's discretion.

## **3.39 Political Activity**

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

**3.39.1** No school employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of his/her employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics.

**3.39.2** During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a "political purpose" includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.

**3.39.3** No school employee shall use in any way the classrooms, buildings, or students for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District's policies regarding facilities use by third parties.

**3.39.4** No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

**3.39.5** This section does not apply to the provision of information by school employees in connection with any election, referendum or legislation where authorized by the school board or District Administrator and where consistent with legal limitations on the use of public funds and school District resources.

## **3.40 Reclassification**

On occasion, job reclassification may be warranted due to significant changes in duties and responsibilities. In such instance, the employee, with the approval of his/her applicable supervisor and Chief, must complete the Reclassification Request Form which is located on the Employee Portal. The completed form must be returned to



the Chief of Human Resources. All authorized requests will be forwarded to a compensation review committee for a decision.

### **3.41 Resignation Notice**

Employees must give written notice of their intent to resign from their position with the District, including those employees resigning for the purpose of retirement. Such written notice shall include the last day to be worked and the reason for the resignation. The employee must give notice of resignation (excluding resignation for purposes of retirement) at least fourteen (14) calendar days prior to the last work day. Written notice of all resignations must be submitted to the Office of Human Resources. (See Employee Portal for forms.) Please note that resignations may be subject to Liquidated Damages as outlined in Section 3.33.

### **3.42 Student Code of Conduct**

The Student Code of Conduct is available on the District's website under Resources at <http://www.rusd.org/district/student-codebook>

### **3.43 Student Relations**

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

### **3.44 Violence in the Workplace**

#### **3.44.1 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.

#### **3.44.2 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.

#### **3.44.3 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 felony or misdemeanor;
- 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;
- Stalking;
- Any other act that a reasonable person would perceive as constituting a threat of violence.

#### **3.44.4 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:

- 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/herself from immediate harm, such as leaving the area.
- If the situation is not one of immediate danger, the employee shall report the incident to the Department of Employee Relations as soon as possible.

#### **3.43.5 Investigation**

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 prohibited.

### **3.45 Weapons Prohibited**

Except as otherwise permitted by Wisconsin Statute 175.60, firearms and dangerous weapons are prohibited on all property of the District, including in vehicles parked on District property.

### **3.46 Wellness**

District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. For more information on the District's Wellness Program, see the Employee Portal under Unified For Health.

### **3.47 Whistleblower Protection (Employee)**

If an employee of the District reasonably believes that a policy, practice or activity of the District is in violation of law, a written complaint must be filed with the Executive Director of Employee Relations or designee. If the complaint is about a practice or activity of the Executive Director of Employee Relations, the complaint must be filed with the Superintendent of Schools.

It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

An employee is protected from retaliation if the employee brings the alleged unlawful policy, practice or activity to the attention of the District. The District will not retaliate against an employee, who in good faith, has filed a complaint against a policy, practice or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee, who discloses or threatens to disclose to a supervisor or a public body, any policy, practice or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare or protection of the environment. Nothing, herein, will limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if state and/or federal law protect such actions. The protection against retaliation that is described does not limit the District from taking disciplinary or other employment action,

including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy.

## **SECTION 4: HOURS OF WORK AND WORK SCHEDULE**

### **4.1 Work Year**

Employees will work the weeks designated by the District, as defined by the positions held.

### **4.2 Work Week**

The regular work week will be Monday through Friday. The District will establish work schedules for all employees. The District reserves the right to modify work schedules. Changes deemed necessary by the District will be made known to the affected employee at least five (5) business days in advance, when possible.

### **4.3 Hours**

The District will set working hours, start and end times.

### **4.4 Starting and Ending Times (Group B)**

All elementary teachers are expected to be in their respective rooms or assigned places at least ten (10) minutes before the time for the tardy signal and will be available for a period of at least fifteen (15) minutes after regular student dismissal. (The tardy signal will be the audible signal after which a child may be properly marked tardy, late, or absent.) In elementary schools the principal, on an equitable basis, may assign a portion of the teaching staff responsibilities related to student dismissal for a fifteen (15) minute period immediately after regular student dismissal.

Teachers in middle schools are expected to be in their respective rooms or assigned places at least ten (10) minutes before the time for the tardy signal and will be available for a period of at least fifteen (15) minutes after regular student dismissal.

Teachers in high schools will report ten (10) minutes before school and remain on duty for nine (9) minutes after the school day.

### **4.5 Flexible Work Schedule for Psychologists and Diagnosticians (Group B)**

Psychologists and diagnosticians may work a flexible work schedule within one (1) week averaging seven and one-half (7-1/2) continuous hours a day. Flex time arrangements must be communicated and approved by his/her applicable supervisor prior to adjusting their work schedules. It is expected that psychologists and diagnosticians will make every reasonable effort to schedule their workday to allow IEPs and other similar meetings to fall within their continuous regular work hours, unless there is a compelling reason to do otherwise.

#### **4.5.1 Psychologists Exempt from Supervisory Duties and Substituting**

Psychologists will be exempt from general supervisory duties and the substitute rotation schedule.

Psychologists can be asked to perform these duties or substitute for an absent teacher when there is an urgent situation and the psychologist's schedule allows.

### **4.6 Preparation Time (Group B)**

The District believes that preparation time for teachers is important for planning and collaborating within their building. Therefore, it is an expectation that building principals, working with the teaching staff, will identify regularly scheduled preparation time for all teaching staff on an equitable basis. Given the variance in building programs, the time may not be exact from building to building.

### **4.7 Instructional Time (Group B)**

Teachers in the middle and high schools will teach a maximum of five (5) instructional periods per day. In addition, teachers may be assigned a homeroom, study center/resource room, an advocacy period, and/or general supervisory duties.

A=Administrator; B=Teachers; C=Educational Assistants;  
D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter

#### **4.8 Three Preparation Limitation (Group B)**

Every effort will be made to limit the middle and senior high school teaching assignment to no more than two (2) subject areas or no more than three (3) preparations per day. Areas in which this may not be include: music, speech/drama, world language, special education, CTE, ELL, Dual Language or a teacher in a sixth grade block where teams of two (2) are assigned. Reasonable variance from these provisions may occur due to factors such as enrollment, staff certification and/or class size.

#### **4.6 Lunch**

Employees who work six (6) hours or more per day will be provided a duty-free, unpaid thirty (30) minute lunch period. Lunches will be scheduled by the employee's immediate administrative supervisor.

#### **4.7 Breaks (Groups C, D, E, F, G)**

Employees who work at least four (4) hours per day will be permitted to take one (1) fifteen (15) minute paid break. Employees who work at least eight (8) hours per work day will receive two (2) fifteen (15) minute paid breaks. Breaks will be scheduled by the employee's immediate administrative supervisor.

## **SECTION 5: OVERTIME**

(Groups C, D, E, F, G)

### **5.1 Overtime Procedures**

At the request of his/her supervisor an employee will be expected to perform a reasonable amount of overtime. When performing overtime work, the following procedures will apply:

**5.1.1** Overtime is defined as the hours worked in excess of forty (40) hours per week.

**5.1.2** No overtime, whether for pay or compensatory time, will be performed by any employee unless approved, by the employee's immediate administrative supervisor. This approval must be given in advance of the overtime performed except in the type of situation where a supervisor is not immediately available and an emergency situation exists, such as a student being left behind, a problem with a parent or member of the public, or other good reason based upon fact. In emergency situations where prior approval was not given, the employee should report such to his/her immediate supervisor as soon as practical and state the reasons therefore.

**5.1.3** It is recognized that, at times, it may be inconvenient for an individual employee to work overtime and the District will give due consideration for excusal from an overtime directive. The employee will be given as much notice as possible prior to any unscheduled overtime so s/he can plan accordingly.

**5.1.4** An employee who works overtime will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay.

**5.1.5** At the employee's option, overtime may be performed on a compensatory basis rather than a paid basis. Compensatory time will result in an equal amount of time off except when compensatory time performed exceeds forty (40) hours per week and, in that case, will be granted at time and one-half. If the employee does not elect compensatory time, and if the supervisor cannot authorize overtime pay, then the employee will not be required to perform the overtime.

**5.1.5.1** The decision to use compensatory time must be determined prior to the actual working of the overtime.

**5.1.5.2** Employees in Group D may accumulate up to fifteen (15) compensatory days.

**5.1.5.3** Employees in Groups E, F and G may accumulate up to five (5) compensatory days.

**5.1.5.4** Compensatory time off will be scheduled by the employee's immediate supervisor after consulting with the employee, but approval of an employee's request for use of compensatory time will not be unreasonably withheld.

**5.1.5.5** Compensatory time accruals, except for three (3) days, must be used before vacation time is used.

**5.1.5.6** All compensatory time must be used no later than June 30 of each calendar year.

If compensatory time is not used by the above referenced dates and prior approval for the carryover of said overtime for a date certain has not been granted by the Chief of Human Resources or designee, then said compensatory time will be submitted for cash payment.

**5.1.5.7** When an employee uses his/her earned compensatory time, it must be reported on the District's automated absence management system.

## **SECTION 6: ASSIGNMENT AND TRANSFER**

(Groups B C, D, E, F, G)

### **6.1 Job Posting**

When a position becomes vacant or a new position is created, notice of such available position will be posted internally and externally for a minimum of five (5) working days. The District, at its discretion, retains the right to temporarily fill vacant positions during the posting and selection period. Vacancies will be posted electronically. The notice shall include the applicable employee group, the qualifications required for the position, and location of the position.

### **6.2 Assignment Process**

Assignments will be made on the basis of certification, experience, specialized competence and how these criteria can best meet the educational needs of the District. The District retains the right to select the most qualified applicant for any position. The term “applicant” refers to both internal candidates and external candidates for the position.

**6.2.1** Principals may reassign building staff at their discretion prior to April 1<sup>st</sup>. After April 1<sup>st</sup> reassignment will be made by mutual consent.

### **6.3 Involuntary Transfers**

The District retains the right to involuntarily transfer an employee. An employee who is involuntarily transferred will not suffer a loss of wages, hours or other fringe benefits.

### **6.4 Displacements**

**6.4.1** Transfers due to a reduction in force will be accomplished by the displacement of the employee who has the least length of service in the District.

**6.4.2** An employee who has been notified that s/he will be displaced is required to post for all vacancies for which s/he is qualified. In the event a displaced employee is not assigned through the posting process by July 30, the employee will be assigned to a position, if one is available.

### **6.5 Off Site Assignments**

Staff may be assigned to schools or other similar facilities not generally considered to be schools within the District. Such facilities can include but are not limited to correctional facilities, college campuses, technical schools and daycare centers offering District programs in various forms.

## **SECTION 7: LAYOFF**

(Groups B, C, D, E, F, G)

### **7.1 Reduction in Staff**

Whenever the District determines that a reduction in staff is necessary because of a decrease in enrollment, educational revisions, school closings, budgetary or financial considerations, or other reasons that are not based on the employee's performance, the following layoff procedure will be applied:

- The District will determine the positions to be eliminated.
- The District will use normal attrition to the extent that it is administratively feasible.
- The District will solicit volunteers.
- After considering the educational needs of the District, employee qualifications, abilities and time worked in a position, the District will lay off employees in order of reverse length of service.

The District will provide at least thirty (30) calendar days' notice of any reduction in force.

Employees who have been given a notice of layoff will be placed on a list and recalled in order of seniority to vacant positions for which they are qualified and/or certified. Employees laid off shall remain on the recall list for one (1) calendar year after being laid off. During this time, employees will not accrue nor lose length of service.



## SECTION 8: PAY PERIODS

### 8.1 Payroll Dates

Employees are paid on a biweekly basis, every other Friday. If a pay date should fall on a banking (Federal) holiday, the pay day will be the day prior to the holiday. Employees will be notified by July 1 of each year of the payroll dates and deduction schedules. Both of which can be found on the Employee Portal under the Payroll link.

If an emergency should arise which prevents pay from being made as scheduled, wages will be paid on the next business day. The District cannot be responsible for late checks due to mail service delays.

### 8.2 Pay Period

The pay period for all employees is biweekly, starting on Monday and ending on Sunday. All employees are paid one (1) week in arrears with the pay period ending on the Sunday prior to the pay date.

### 8.3 Pay Period Cycles

Each employee group has its individual pay period cycle as follows:

**8.3.1 Teacher:** The salary to which a teacher is entitled under his/her individual contract will be paid in twenty-two (22) payments. They have the option of being paid twenty-six (26) payments. If interested in participating in the program, employees will be required to enroll prior to the end of the school for the following school year. The program requires the election of a percentage or flat dollar amount to be withheld from each of the twenty-two (22) payments. The total amount withheld throughout the school year is then paid in four (4) equal installments during the summer months. An employee can opt out at any time which will result in all withheld funds being paid out on the next available payroll.

**8.3.2 Educational Assistant:** Will be paid on a biweekly pay cycle as earned. As an additional service, the Payroll Department offers the option of being paid during the summer months. If interested in participating in the program, employees will be required to enroll prior to the end of the school year for the following school year. The program requires the election of a percentage or flat dollar amount to be withheld from each paycheck. The total amount withheld throughout the school year is then paid in four (4) equal installments during the summer months. An employee can opt out at any time, which will result in all withheld funds being paid out on the next available payroll.

**8.3.3 Secretary/Clerk:** Secretaries/Clerks will be paid as follows:

- 50- and 52-week secretaries/clerk will be paid on a biweekly pay cycle as earned.
- 40-, 41-, and 42-week secretaries/clerk will be paid on a biweekly pay cycle as earned. The summer pay option is available should an employee chose to participate – see 8.3.1 above. The elected deduction would be withheld from each payroll and distributed in four (4) equal installments during the summer months. An employee can opt out at any time which will result in all withheld funds being paid out on the next available payroll.

**8.3.4 Building Service Employee:** Paid biweekly per Section 8.1 and 8.2 above.

**8.3.5 Carpenter:** Paid biweekly per Section 8.1 and 8.2 above.

**8.3.6 Painter:** Paid biweekly per Section 8.1 and 8.2 above.

### 8.4 Direct Deposit

All District employees are required to have direct deposit and must have a Payroll Direct Deposit Authorization Form along with required supporting documentation, completed and submitted to Payroll before their first paycheck. The direct deposit automated process submits the funds to employee financial institutions using the Electronic Funds Transfer (EFT) system. The District allows employees to have up to five (5) active direct deposit accounts. Changes can be made at any time by completing the Payroll Direct Deposit Authorization Form available on the Employee Portal. All completed forms should be returned to the Payroll Department in

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D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter

person or via email to payroll@rusd.org. Details relative to the payment information can be found on a 'non-negotiable' pay stub in the Employee Self Service Portal.

## **8.5 Payroll Deductions**

In addition to those salary deductions required by law, salary deductions are permitted for employees opting to participate in approved fringe benefit options and approved non-profit organizations. The District may, from time to time, authorize additional opportunities for payroll deductions.

## **SECTION 9: COMPENSATION AND EXPENSE REIMBURSEMENT**

### **9.1 Mileage Reimbursement**

Reimbursements will be made to employees who are required to travel during the course of their District employment at the rate allowed by the Internal Revenue Service for personal automobile use for business purposes.

Forms to be used to report mileage are available on the Employee Portal.

## **SECTION 10: WORKER'S COMPENSATION/WORK RELATED INJURIES**

### **10.1 Safety**

The District believes it is important to protect the health, safety and well-being of students and employees. All employees are encouraged to bring apparent safety problems to the attention of the building administrator.

### **10.2 Reporting Responsibilities**

An employee, who believes that s/he has been injured in the course of his/her employment, will complete the Employee Report of Injury/Illness Report, Staff Incident Report and the supplemental leave form and submit it to his/her principal or supervisor. Copies of the forms can be obtained from your work location or the Employee Portal and must be submitted to the Benefits Department within twenty-four (24) hours of the incident or as soon as practicable thereafter.

Staff, who seek medical attention, should provide the Request to Provide Treatment Form to the medical provider. This form details the District's Worker's Compensation Insurance Company information.

In the event of a medical emergency, employees should seek treatment at the Wheaton Franciscan Emergency Room; however, for all other injuries, the following facilities are the suggested sites for employees to be seen:

**Concentra Medical**  
1147 Warwick Way  
262-886-3997

**Wheaton Franciscan Occupational Health/Ascension**  
10340 Washington Avenue  
262-687-6150

**Aurora Swift Care**  
8400 Washington Avenue; East Bldg.; Suite 104  
262-884-4051

### **10.3 Supplemental Wages**

An employee, absent as a result of being injured while at work, may supplement Worker's Compensation, up to the employee's normally scheduled hours of work, by taking accumulated sick leave in fractions (to the nearest tenth) of days.

### **10.4 Reinstatement of Sick Leave**

Sick leave credit may be reinstated to offset sick leave taken for the purpose of supplementing Worker's Compensation in any one (1) school year. The maximum credit that may be reinstated is as follows:

- Administrators: 12 days
- Teacher: 10 days
- Educational Assistant: 0 days
- Secretary/Clerk: 3 days
- Building Service Employee: 5 days
- Carpenter: 0 days
- Painter: 0 days

A=Administrator; B=Teachers; C=Educational Assistants;  
D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter

## SECTION 11: TIME AWAY FROM WORK

### 11.1 Sick Leave

Each regular full-time employee will be allowed ten (10) days of sick leave for school year employees or twelve (12) days of sick leave annually for year round employees, if absent due to personal illness or his/her minor dependent child's illness. Sick leave will be credited on July 1 of each year. Employees who work at least twenty (20) hours per week will be eligible for sick leave on a prorated basis. Employees starting mid-year will receive a prorated number of days based on their start date and FTE.

#### 11.1.1 Accumulation of Sick Days

Any unused sick leave may be accumulated. The maximum days allowed will be:

Administrators .....	180 Days
Teacher .....	130 Days
Educational Assistant .....	130 Days
Secretary/Clerk	
40, 41, 42 Week .....	130 Days
50, 52 Week .....	175 Days
Building Service Employee....	175 Days
Carpenter .....	175 Days
Painter .....	175 Days

#### 11.1.2 Use of Sick Days

Employees absent more than three (3) consecutive workdays may be requested to submit a physician's form indicating the nature of the illness. All employees absent more than five (5) consecutive workdays must submit a return to work form from a licensed medical provider. Misuse of sick leave may result in disciplinary action.

#### 11.1.3 Accounting of Sick Leave

Sick leave balance is shown on paycheck stubs each pay period in hours. The hours divided by the employee's normal workday will indicate the days available. Leave balances are also available on the Employee Portal under the Employee Self Service tab.

### 11.2 Paid Holidays (Groups A, B, C, D, E, F, G)

11.2.1 The following days will be recognized and observed for benefit eligible employees.

Employee Group	Administrators			Teachers	Educational Assistants 40 Week	Secretary/Clerks					Building Service Employees	Carpenters / Painters
	12 Month	11 Month	10 Month			52 Week	50 Week	42 Week	41 Week	40 Week		
New Year's Day	X	X				X					X	X
Martin Luther King Day	X	X		X	X	X	X	X	X	X	X	X
Good Friday	X	X			X	X	X	X	X	X	X	X
Easter Monday	X	X				X	X	X	X	X	X	X
Memorial Day	X	X			X	X	X	X	X	X	X	X
Independence Day	X					X	X				X	X
Labor Day	X	X				X	X	X	X	X	X	X
Thanksgiving Day	X	X			X	X	X	X	X	X	X	X
Day after Thanksgiving	X	X				X	X	X	X	X	X	X
Christmas Eve Day	X	X				X	X				X	X

A=Administrator; B=Teachers; C=Educational Assistants;  
D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter

Christmas Day	X	X				X	X	X	X	X	X	X
New Year's Eve Day	X	X				X					X	X

**11.2.2 Eligibility for Holiday**

In order to be eligible for holiday pay, an employee must work his/her scheduled work days immediately preceding and following the holiday, unless the employee is on approved excused absence with pay. Employees on unpaid leaves of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

**11.2.3** The number of hours for which holiday pay is provided will be based upon the number of regularly scheduled hours of work. Holiday pay will be prorated in accordance to the number of hours worked.

**11.2.4** In the event a holiday falls on a weekend, a Saturday holiday may be observed on the preceding Friday; a Sunday holiday may be observed on the following Monday.

**11.3 Vacations (Groups: A, D [50 & 52 week], E, F, G)**

**11.3.1** The qualifying date for computing vacation is July 1.

**11.3.2** Vacation days will be credited using total active years of employment.

**11.3.3** An employee whose employment begins anytime other than July 1 will accumulate vacation days on a monthly pro rata basis.

**11.3.4** A part-time employee will have vacation benefits prorated in accordance to the number of hours worked.

**11.3.5** The calculation of vacation days for an employee who separates his/her employment before July 1 will be prorated at 1/12th of the eligible vacation days for each month worked during the contract period.

**11.3.6** Vacation must be scheduled and approved in advance by the employee’s supervisor.

**11.3.7** An employee may carry over up to ten (10) vacation days provided that:

- the days are used by December 31 of that calendar year;
- any days not used in this extended period shall be forfeited; and
- banked days in excess of ten (10) days will not be credited at time of termination or retirement.

**11.3.8 Group A (52-week employees)**

**11.3.8.1** Employees will be eligible to earn up to four weeks (20 working days) vacation. For each year of total service to the District beyond twenty (20) years, one (1) day of vacation shall be added per year to a maximum of thirty (30) days.

**11.3.9 Group D (50- and 52-week employees), E, F and G**

Benefit eligible employees are eligible to accrue the following vacation time.

- Over 25 years’ service..... 25 days
- Over 20 years’ service..... 20 days
- Over 15 years’ service..... 18 days
- Over 10 years’ service..... 15 days
- Over 1 year service..... 10 days
- Nine to twelve months ..... 7-1/2 days
- Six to nine months..... 5 days
- Three to six months..... 2-1/2 days
- Under three months..... No Vacation

11.3.9.1 Service over 25 yrs. - 1 day for each year not to exceed 30 days (Groups E, F, G)

## 11.4 Short-Term Leaves of Absence with Pay

Leave of absence with pay will be granted as set below. Length of service, if applicable, will not be lost to an employee who returns from an approved short-term leave of absence.

### 11.4.1 Funeral Leave

A total of five (5) days will be allowed, when requested, for each death in the immediate family (see section 1.4 for definition of “immediate family”).

### 11.4.2 Critical Illness Leave

A total of five (5) days will be granted each year, for absence due to illness in the immediate family when the illness is critical and requires the immediate presence of the employee. This provision may not be used to take care of a patient, but will be allowed only when the illness is considered at a crisis state and requiring the attendance of the employee. A Critical Leave Form, signed by a medical provider, is required to establish eligibility. The form may be obtained at each school office or from the Employee Portal under Human Resources.

### 11.4.3 Jury Duty

Follow the Court’s directions on your jury duty notice.

If you are expected to report and are dismissed, you are expected to return to work within a reasonable amount of time. Upon leaving the court, you will be given a Jury Duty Verification form signed by the Bailiff or Clerk of Court. Scan that form to Payroll@rusd.org to excuse your absence for the period of time you were out. Payroll will deduct the amount the court will compensate which will be indicated on the jury duty verification form.

If you are not required to appear in court, a sub will not be needed and you are expected to come to work.

An employee will not be required to work more than his/her normal workday in combination of jury duty and work time.

### 11.4.4 Military Duty Leave

Employees, who are a member of the U.S. Armed Forces Reserve or Wisconsin National Guard and are called for short-term active duty, will receive the difference between their military pay and their regular pay, not to exceed ten (10) workdays annually. This section does not apply to employees who normally would not work during the weeks scheduled for active duty.

### 11.4.5 Birth/Adoption of Child

An employee will be allowed one (1) day with pay for the birth or adoption of his/her child. Such pay will be allowed only when the birth or adoption falls on the employee’s normal workday. The request for such payment should be made to the Office of Human Resources, in writing, as soon as practicable.

### 11.4.6 Educational Conferences

Absence to attend educational conferences and/or meeting may be permitted, pursuant to existing Board policy.

## 11.5 Medical Leave of Absence

An employee who is unable to perform the regular duties of his/her position due to medical reasons will be placed on an unpaid medical leave of absence after all accumulated sick leave has been used. In order to receive an unpaid medical leave of absence, the employee may be required to provide the District with medical support. Such leave will not extend more than twelve (12) months after the date sick leave was exhausted. During a medical leave of absence, the employee will receive no compensation from the District. The District reserves the right to determine if a position is vacant and will be permanently filled. When the

employee is able to return, the District may assign the employee to a vacant position for which s/he is qualified, or the employee may post for open positions through the normal posting process. Participation in the District's insurance coverage will be available as outlined in the addendum for each employee group or as outlined below. Additional medical leave will not be granted unless the employee has returned to normal work duties for a minimum of six (6) months.

#### **11.5.1 Health Insurance Premiums While on Unpaid Medical Leave (Applicable Group A, B, D, E)**

An employee using an unpaid medical leave may continue health insurance coverage by paying the applicable employee contribution on a timely and monthly basis.

#### **11.5.2 Health Insurance Premiums While on Unpaid Medical Leave (Applicable Groups C, F, G)**

An employee using an unpaid medical leave may continue health insurance coverage by paying the full cost on a timely and monthly basis.

### **11.6 Long-Term Leaves of Absence without Pay**

A leave of absence without compensation will be granted for the reasons stated herein. A request for such leave should be directed to the Chief of Human Resources or designee. Length of service will be maintained but does not accrue and the employee will be required to post for an open position when ready to return. An employee returning from a leave of absence will be placed on the salary schedule at the step and level for which the employee qualifies or at the pay rate which is commensurate to his/her new assignment, whichever is applicable. All sick leave previously accumulated will be reinstated.

**11.6.1 Education:** An employee will be granted up to two (2) years of leave for educational purposes.

**11.6.2 Birth/Adoption:** An employee will be granted up to one (1) year of leave for the birth or adoption of a child.

**11.6.3 Travel:** An employee will be granted up to one (1) year of leave to travel.

**11.6.4 Service in Elected Office:** An employee will be granted up to five (5) years of leave to serve in an elected office.

**11.6.5 Personal Leave of Absence:** An employee may request a personal leave of absence for a personal reason, where no other leave provision applies, for up to one (1) year. Only one (1) unpaid leave may be granted in any twenty-four (24) month period.

### **11.7 Attendance at Conventions/Meetings (Political Office)**

The Superintendent of Schools, at his/her sole discretion, may grant an employee the difference between any remuneration due from municipal or county office and his/her salary when s/he attends infrequent conventions, meetings or hearings directly related to the responsibilities of his/her office.

### **11.8 Other Available Leave (Groups A, B, D)**

Employee group-specific leave may be available as follows:

#### **11.8.1 200 Day Contract Administrators**

An administrator with a 200-day contract may take up to two (2) days per school year of unrestricted personal leave and receive compensation at the rate of 100% of his/her daily rate of pay upon condition that:

**11.8.1.1** The administrator submit a written request to his/her supervisor and the Office of Human Resources at least ten (10) work days before the day s/he desires personal leave. An emergency request may be made with less than ten (10) work days' notice.

**11.8.1.2 Restriction of Days:** The administrator's request is not for a day:

- Immediately before or after either a holiday or recess period;
- On which staff development is scheduled;

A=Administrator; B=Teachers; C=Educational Assistants;  
D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter



- Where an absence will compromise instruction; and
- Scheduled student assessment days

### **11.8.2 Personal Leave Days (Group B)**

A principal may approve a teacher taking up to two (2) days per school year of unrestricted personal leave and receive compensation at the rate of one hundred percent (100%) of his/her daily rate of pay, upon condition that:

#### **11.8.2.1 Written Request**

The teacher submit a written request to his/her principal or other supervisor and the Office of Human Resources at least ten (10) days before the day s/he desires personal leave. An emergency request may be made with less than ten (10) workdays notice.

#### **11.8.2.2 Restriction of Days**

The teacher's request is not for a day:

- immediately before or after either a holiday or recess period;
- on which staff development is scheduled;
- when a qualified substitute is not available;
- where an absence will compromise instruction (e.g., building/grade level absences will not exceed 5%); and
- scheduled student assessment days.

#### **11.8.2.3 Substitute Available**

The teacher's principal or other supervisor and the Office of Human Resources can secure a substitute if the principal or other supervisor deems a substitute is needed.

### **11.8.3 Additional Paid or Unpaid Leave (Groups A, B, C, D, E, F, G)**

Under other compelling circumstances, additional leave (paid or unpaid) may be granted to an employee at the sole discretion of the Chief of Human Resources or his/her designee upon written application by the employee. The written request will include details of the compelling circumstances which make the absence unavoidable.

## **11.9 Summer School (Groups B, C, D [40-41-42 week])**

Leaves in this section are not available to employees working summer school.

## **SECTION 12: BENEFITS APPLICABLE TO ALL EMPLOYEES**

### **12.1 Health Insurance Benefits**

The District will provide health insurance in accordance with the current practice. Each eligible employee has an opportunity to participate in the group plan (the “health plan”) except where both spouses are employees only one (1) will be eligible for family coverage.

The health plan document is available on the Employee Portal under Human Resources and copies may be obtained through the Office of Human Resources.

#### **12.1.1 Insurance Mandates**

The health plan will include any Wisconsin and federal mandates for health care benefits that school districts are required to follow.

#### **12.1.2 Health Plan Cost to Employees**

The District will pay the cost of the health plan less employee contributions as determined annually. Employee contribution amounts can be found on the Employee Portal or by contacting the Benefits Department.

#### **12.1.3 Prescription Drug Plan**

A prescription drug plan will be provided as outlined in the health plan document.

### **12.2 Disability Benefit Plan**

The District will provide a long-term disability plan following a sixty (60) day waiting period. The premium costs for the plan(s) will be shared as follows:

**12.2.1 Administrator:** District will pay one hundred percent (100%) of premium with a seventy percent (70%) benefit level.

**12.2.2 Teacher:** District will pay one hundred percent (100%) of the premium with a seventy percent (70%) benefit level.

**12.2.3 Educational Assistant:** District will pay one hundred percent (100%) of the premium with a seventy percent (70%) benefit level.

**12.2.4 Secretary/Clerk:** District will pay fifty percent (50%) of the premium with a seventy percent (70%) benefit level.

**12.2.5 Building Service Employee:** The employee pays one hundred percent (100%) of the premium with a sixty percent (60%) benefit level.

**12.2.6 Carpenter:** The employee pays one hundred percent (100%) of the premium with a sixty percent (60%) benefit level.

**12.2.7 Painter:** The employee pays one hundred percent (100%) of the premium with a sixty percent (60%) benefit level.

### **12.3 Group Life Insurance Plan**

The District will provide a life insurance group plan.

**12.3.1 Administrator:** District will pay 100% of the basic premium.

**12.3.2 Teacher:** Employee will pay the premium called for by the plan.

**12.3.3 Educational Assistant:** Employee will pay the premium called for by the plan.

A=Administrator; B=Teachers; C=Educational Assistants;  
D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter

- 12.3.4 Secretary/Clerk: Employee will pay the premium called for by the plan.
- 12.3.5 Building Service Employee: Employee will pay the premium called for by the plan.
- 12.3.6 Carpenter: Employee will pay the premium called for by the plan.
- 12.3.7 Painter: Employee will pay the premium called for by the plan.

## 12.4 Group Dental Benefit Plan

The District will provide a dental plan. The District will pay the cost of the plan less the employee contributions as determined annually. Employee contribution amounts can be found on the Employee Portal or by contacting the Benefits Department.

## 12.5 Tax Sheltered Annuities

The District will make available payroll deductions for tax-sheltered annuities (403B Plans) and qualified Section 457 plans, as allowed by law. A list of approved vendors is available on the Employee Portal or from the Office of Human Resources or the Payroll Department.

## 12.6 IRS 125 and 129 Plans

- The District will make available to employees a program that implements the provisions of IRS 125, which includes pre-tax premium contributions, medical reimbursement accounts (flexible spending) and dependent care accounts.
- The District will include employee benefits that qualify for the Section 125 inclusion so long as this inclusion is at no cost to the District other than normal administrative costs.

## 12.7 Appeals

Insurance benefits and procedures are not subject to the grievance procedure but may be appealed under the procedures of the plan.

## 12.8 COBRA Continuation of Medical and Dental Coverage

COBRA allows qualified individuals the right to continue his/her health and/or dental care benefits beyond the date that s/he might otherwise terminate. Detailed information on COBRA is contained in the District's medical plan document, which can be obtained from the Office of Human Resources or on the Employee Portal under Human Resources-Benefits.

## 12.9 Liability Insurance

The District will provide liability insurance that covers the cost of legal defense and judgments up to \$1,000,000 for tort liability incurred in the scope of employment with the District. In addition, the District will defend all legal actions against an employee that arise out of the performance or nonperformance of his/her regular duties, including, but not limited to, negligence or malpractice claims that are not otherwise covered by the liability insurance provided by the District, in accordance with Wisconsin Statutes 895.46.

## 12.10 Wisconsin Retirement System

All eligible employees will be included in the Wisconsin Retirement System. Participants will contribute an amount equal to fifty percent (50%) of the actuarial determined Wisconsin Retirement System contribution.

## SECTION 13: RETIREMENT

### 13.1 Retirement

Retirement is available to employees who have reached the minimum retirement age under the Wisconsin Retirement System for their employment category [currently age fifty-five (55)]. The ability to continue District-paid health insurance is dependent on specific age and years of service requirement for each employee group as follows:

**13.1.1 Administrator - Early Retirement:** Early retirement requests between the ages of 60-62 (see 13.1.1.7: Other Retirement language) need approval of the Superintendent of Schools. Requests from ages 62-65 must be allowed. The Superintendent of Schools may, on occasion, offer early retirement between ages 55-60.

**13.1.1.1 Eligibility:** In order for an administrator to be eligible for early retirement, s/he must have a minimum of ten (10) years of continuous service with the Racine Unified School District by July 1 of any year. An administrator must have obtained by July 1 the age required in the appropriate category. The Superintendent of Schools has the authority to extend this July 1 deadline by up to 90 days when such would be in the best interests of the District.

**13.1.1.2** Requests for early retirement must be made in writing to the Superintendent of Schools by January 15 of the year that such early retirement is to become effective.

**13.1.1.3** Requests for early retirement must be made in writing to the Superintendent of Schools by January 15 of the year that such early retirement is to become effective.

**13.1.1.4** Early retirement will begin and end as of July 1 of the respective years.

**13.1.1.5** Participants must enter into an early retirement contract as approved by the District.

**13.1.1.6** Should the administrator elect to early retire with less than 30 years of continuous service, the administrator will receive the following benefits paid for by the District.

- Single coverage medical insurance. If the administrator would like to receive family coverage at retirement, the administrator will need to pay 30% of the difference between family and single coverage monthly premium in order to receive family coverage.
- Single or Family coverage dental insurance.
- Basic life insurance premium prior to the retirement date. Premium changes may be passed on to the retiree.

**13.1.1.7 Other Retirement:** An administrator, who is at least 62 years of age, but with less than ten (10) years but more than five (5) years of service, may request retirement. If approval is granted by the Superintendent of Schools, the administrator may continue all benefits s/he was participating in prior to June 30 by paying the following cost of coverage: Medical and Dental, eleven percent (11%) of the District calculated premium; Life, the cost the District pays for coverage prior to retirement date. Premium changes may be passed on to the retiree.

A spouse (who is less than 65 years of age) of a retired administrator who has reached Medicare eligibility will be permitted to continue group health insurance coverage until s/he reaches 65 years of age. The spouse will be required to pay the full premium cost of the single or family coverage they desire.

Participation in a group life insurance plan shall continue for qualified retirees until attaining the age of 65 at which time the group life policy will continue at the reduced rate as determined by the State coverage plan.

**13.1.2 Teacher:** The minimum age is fifty-five (55) providing he/she has accumulated the equivalent of fifteen (15) consecutive, full-time years without a break in service. Notification must be received no less than thirty-five (35) days prior to the last work day. The Chief of Human Resources may modify or waive the notification requirement.

- Single Coverage: Employee pays the single rate that active employees are required to pay.

- Family Coverage: The employee will pay thirty percent (30%) of the cost difference between the full single rate and the full family rate. This rate will be calculated each July 1.

**13.1.3 Educational Assistant:** Family or single coverage will be available at a percentage of the full cost. The percentage is based on age and years of service. The percentage is shown next to the retirement categories below.

- Age 58 with at least 30 years of service (30%)
- Age 60 with at least 25 years of service (25%)
- Age 62 with at least 20 years of service (20%)

Notification will be provided no less than thirty-five (35) working days prior to the retirement date.

**13.1.4 Building Service Employee, Secretary/Clerk, Carpenter, and Painter:** Must have reached the age of fifty-eight (58) and have twenty-five (25) consecutive years of service. Notification will be provided to the Office of Human Resources no less than thirty-five (35) working days prior to the retirement date.

- Single Coverage: The employee will pay the single rate that active employees are required to pay.
- Family Coverage: The employee will pay thirty percent (30%) of the cost difference between the full single rate and the full family rate. This rate will be calculated each July 1.

**13.1.4.1 Secretary/Clerk:** Upon retirement at age 62, a secretary/clerk, employed on or before June 30, 2014, will be paid an amount equivalent to what would have been paid to the secretary/clerk at retirement had s/he been covered under unemployment compensation, under the conditions and in the manner that unemployment compensation is normally paid.

## 13.2 Early Retiree Spouse Insurance

In the event of the death of the early retiree prior to the exhaustion of the early retiree's health insurance benefit, the surviving spouse may continue single medical/drug coverage without cost, providing this spouse was covered under the terms of the District health plan at the time of the retiree's death. The coverage will terminate when the early retiree's family coverage would have ended had the early retiree survived or when the surviving spouse is eligible for other coverage, including Medicare. The surviving spouse may continue coverage at his/her own expense until eligible for Medicare coverage.

## SECTION 14: GRIEVANCE PROCEDURE

### 14.1 Purpose

The purpose of this section is to provide for the exclusive internal method for resolving grievances concerning discipline, termination and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

### 14.2 Definitions

- Grievance: A “grievance” is defined as any complaint that arises concerning discipline, termination or workplace safety.
- Grievant: A “grievant” may be any employee or group of employees.
- Day: The term “days” as used in this section shall mean regularly scheduled workdays in the District office, unless otherwise indicated.
- “Discipline” is defined in Section 1.4 of the Handbook.
- Termination: “Termination” is defined in Section 1.4 of the Handbook.

### 14.3 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 written 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.

### 14.4 Grievance Processing Procedure

Grievances shall be processed in accordance with the following procedure:

#### 14.4.1 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) must 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 no answer is provided in the above timeframe, the grievant(s) may file a written grievance.

#### 14.4.2 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 (10) days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant may file an appeal to the Office of Human Resources.

#### 14.4.3 Step Three – Appeal to Office of Human Resources

A=Administrator; B=Teachers; C=Educational Assistants;  
D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter

If the grievance is not resolved at Step Two, the grievant may appeal the written grievance to the Office of Human Resources 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 Office of Human Resources shall meet with the grievant and/or the employee's designated representative and the principal or immediate supervisor within ten (10) days after receiving the written grievance. The Office of Human Resources shall respond to the written grievance within ten (10) days of the meeting or at a later date as determined by the Office of Human Resources if further investigation is warranted. The Office of Human Resources 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 if no answer is provided in the above timeframe, the grievant may file an appeal to the impartial hearing officer.

#### **14.4.4 Step Four – Appeal to Impartial Hearing Officer (IHO)**

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. The selected impartial hearing officer will be approved by the School Board.

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).

#### **14.4.5 Step Five – Appeal to Board of Education**

If the grievance is not resolved at the prior step, the grievance may be appealed to the 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 may utilize a hearing officer to review the IHO decision.

Subject to approval by the Board or its hearing officer, within twenty-five (25) days after the appeal to the Board has been filed, the parties shall exchange written briefs. Within ten (10) days after written briefs have been submitted, both parties shall exchange reply briefs. Within twenty-five (25) days after receiving the reply briefs, the Board or its hearing officer shall review the IHO's decision.

The Board or its hearing officer shall render a written decision that affirms, reverses, or modifies the decision of the IHO (or, if applicable, of the District Administrator). Such decision shall be rendered in a timely manner and shall be sent to the administration, the grievant, and (if applicable) the grievant's representative. 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.

### **14.5 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.

### **14.6 Consolidation of Grievances**

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

### **14.7 Group Grievances**

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

- More than one work site;
- More than one supervisor; or

A=Administrator; B=Teachers; C=Educational Assistants;  
D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter

- 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.



## **SECTION 15: AUTHORIZED REPRESENTATIVE**

### **15.1 Announcements**

Brief announcements of authorized representative meetings, reminders and requests may be read over the intercom system in each building. Such announcements will be made at the times regularly scheduled for announcements in each District building and may also be placed in the school bulletins.

### **15.2 Bulletin Boards**

The authorized representative will have access to a bulletin board in each District building. The content of the postings will be under the control of the authorized representative and will be the responsibility of the authorized representative.

### **15.3 Mailboxes**

The authorized representative will have the right to place material in the mailboxes of applicable employees. The material must be identified as coming from the authorized representative. Furthermore, an informational copy of all such materials must be placed in the mailbox of the principal or supervisor.

### **15.4 Names and Work Location**

Names and work locations of newly hired employees will be provided to the authorized representative upon request.

### **15.5 Records and Information**

A copy of the official agenda of the regular Board of Education meeting and any such related attachments, will be posted on the District's website. This excludes all documents that are privileged or protected by law from disclosure.

### **15.6 Scheduling of Meetings**

The authorized representative will have the right to schedule meetings in District buildings before or after employees' workdays and during duty-free lunch periods provided such meetings do not conflict with mandatory District assignments/meetings and provided that space is available.

### **15.7 School Visits**

Upon notification to the school principal or to the acting administrator in the principal's absence, the District will permit the authorized representative to visit District buildings provided that such visitation does not interfere with normal duties of the employee(s) and does not interfere with the instructional program. The authorized representative will report to the school office immediately upon arrival.

## **SECTION 16: RESERVATION OF RIGHTS**

### **16.1 Conformity to Law**

If any provision of this Handbook, or addendum thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections, or addendum thereto, should be restrained by such tribunal, the remainder of this Handbook will not be affected thereby.

### **16.2 Management Rights**

The contents of this Handbook are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guarantee of continued employment. Notwithstanding any provisions of this Handbook, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this Handbook or individual contract.



## Appendix 1: Employment Posters / Notices

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### Copyright Basics

English <http://www.copyright.gov/circs/circ01.pdf>

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### Employee Protections Against Use of Honesty Testing Devices - Wisconsin

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_10861\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10861_p.pdf)

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### Equal Employment Opportunity is the Law

English [http://www1.eeoc.gov/employers/upload/eeoc\\_self\\_print\\_poster.pdf](http://www1.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf)

Spanish [http://www.eeoc.gov/employers/upload/eeoc\\_self\\_print\\_poster\\_spanish.pdf](http://www.eeoc.gov/employers/upload/eeoc_self_print_poster_spanish.pdf)

#### “EEO is the Law” Poster Supplement

English [http://www1.eeoc.gov/employers/upload/eeoc\\_gina\\_supplement.pdf](http://www1.eeoc.gov/employers/upload/eeoc_gina_supplement.pdf)

Spanish [http://www.eeoc.gov/employers/upload/eeoc\\_gina\\_supplement\\_spanish.pdf](http://www.eeoc.gov/employers/upload/eeoc_gina_supplement_spanish.pdf)

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### Fair Employment Law - Wisconsin

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_4531\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_p.pdf)

Spanish [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_4531\\_s\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_s_p.pdf)

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### Fair Labor Standards Act - Federal

<http://www.dol.gov/whd/regs/compliance/posters/wh1385State.pdf>

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### Family and Medical Leave Act - Wisconsin

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_7983\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf)

Spanish [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_7983\\_s\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_s_p.pdf)

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### Family and Medical Leave Act – Employee Rights and Responsibilities – Federal

English <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

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### Federal Requirements for Asbestos Management in Schools

English <http://www.epa.gov/asbestos/pubs/aherarequirements.pdf>

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### Hazardous Chemicals in the Workplace?

English <http://dsps.wi.gov/sb/docs/sb-PubSectSafHazardousPoster6894.pdf>

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### Hours and Times of Day Minors May Work in Wisconsin

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9212\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_p.pdf)

Spanish [https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9212\\_s\\_p.pdf](https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_s_p.pdf)

Chinese <http://www.dwd.state.wi.us/dwd/publications/erd/doc/ERD-9212-Chinese-P.doc>

Lao <http://www.dwd.state.wi.us/dwd/publications/erd/doc/ERD-9212-Lao-P.doc>

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### Job Loss? Important Information Workers Need to Know to Protect Their Health Coverage and Retirement Benefits

<http://www.dol.gov/ebsa/pdf/joblossposter2.pdf>

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A=Administrator; B=Teachers; C=Educational Assistants;  
D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter

**Minimum Wage Rates - Wisconsin**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9247\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf)

Spanish [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9247\\_s\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf)

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**Notice to Employees About Applying for Wisconsin Unemployment Benefits**

English <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7e.pdf>

Spanish <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7s.pdf>

Hmong <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7h.pdf>

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**Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9116\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9116_p.pdf)

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**Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_11054\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf)

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**Public Employee Safety and Health**

English <http://dsps.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

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**Your Rights Under USERRA: The Uniformed Services Employment and Reemployment Rights Act**

([complete information from Dept. of Labor](#))

English [http://www.dol.gov/vets/programs/userra/USERRA\\_Private.pdf#Non-Federal](http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf#Non-Federal)

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# Attachment 1: FMLA Policy and Procedures

## Family and Medical Leave Policy and Procedures

It is the policy of Racine Unified School District to provide Family and Medical Leave in accordance with the federal Family and Medical Leave Act (FMLA) and Wisconsin state law (WFMLA). When an employee's absence qualifies under both state and federal laws, the employee will use his/her entitlement under each law at the same time, to the extent permitted by law. When one law's provisions provide a greater benefit, the employee will receive the greater benefit.

If an employee is not eligible for FMLA leave, uses up his/her FMLA leave, or wishes to take leave for a purpose that does not qualify for FMLA, the employee should consult Racine Unified School District's leave policies to determine if other leave might be available.

The District uses a calendar year to determine the 12-month period during which the FMLA leave is available for reasons that qualify for up to 12 workweeks of leave.

### Eligibility

To be eligible for leave under federal law, the employee must have been employed by the District for at least twelve months, must have worked at least 1,250 hours during the twelve-month period immediately preceding the commencement of the requested leave, and be employed at a worksite where 50 or more employees are employed by the District within a 75-mile radius. To be eligible for leave under state law, the employee must have been employed for more than 52 consecutive weeks and have been paid for at least 1,000 hours. The kind and amount of leave available under this Policy, as well as rights during the leave, depend on whether the employee meets the above requirements.

When a husband and wife both work for the District, the aggregate number of workweeks of leave that may be taken for birth, adoption/foster care, care of a seriously ill parent, or leave for a qualifying exigency is twelve (12) weeks. Up to a combined total of twenty-six (26) weeks may be used to care for a seriously ill or injured military service member.

### Types of Absences Covered

<u>TYPE</u>	<u>ELIGIBILITY</u>	<u>MAXIMUM DURATION FOR WI LEAVE</u>	<u>MAXIMUM DURATION FOR FEDERAL LEAVE</u>
Personal serious health condition; inpatient hospitalization, chronic condition or continuing care by a physician	Unable to work because of serious health condition	Up to two (2) weeks per calendar year	Up to twelve (12) weeks per calendar year
Birth, adoption, foster care	Birth of a child, placement of child for adoption or as pre-condition to adoption, or foster care placement	Up to six (6) weeks per calendar year	Up to twelve (12) weeks per calendar year
Family serious health condition, inpatient hospitalization, chronic or continuing care by a physician	Necessary to care for spouse, child or parent with serious health condition Necessary to care for parent-in-law, domestic partner or domestic partner's parent (Wisconsin FMLA only)	Up to two (2) weeks per calendar year	Up to twelve (12) weeks per calendar year
Leave to care for a seriously ill or injured military service member or covered veteran within five years of discharge (other than dishonorable) who is a spouse, son, daughter, parent, or next of kin	Spouse, son, daughter, parent, or next of kin service member or covered veteran has been injured on active duty or aggravated an existing injury by service in the line of duty on active duty, and service member is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness	None	Up to twenty-six (26) weeks per rolling 12-month period, per service member, per injury

A=Administrator; B=Teachers; C=Educational Assistants;  
D=Secretary/Clerks; E=BSE; F=Carpenters; G=Painter

<p>“Qualifying exigency” leave due to employee’s spouse, son, daughter or parent being on or called up for covered active duty in the Armed Forces</p>	<p>Short-notice deployment to a foreign country, military events and related activities, childcare and school activities, parental care, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities where the employer and employee agree to the leave</p>	<p>None</p>	<p>Up to twelve (12) weeks per calendar year, which includes up to 15 days used to spend time with a military member on Rest and Recuperation leave</p>
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## Definitions

### Child, Spouse and Parent

A “child” includes not only a biological, adopted, or foster child, but also a stepchild, legal ward, or child for whom the employee has day-to-day responsibilities to provide care and financial support. If older than age 18, the child must be incapable of self-care at the time leave is to commence because of a “physical or mental disability.” A “physical or mental disability” is a physical or mental impairment that substantially limits one or more of an individual’s major life activities.

For purposes of the Wisconsin FMLA, however, a child over 18 must be incapable of self-care because of a serious health condition (defined below).

The term “spouse” is limited to the employee’s husband or wife and does not include an unmarried domestic partner for FMLA. For purposes of the Wisconsin FMLA, domestic partner (registered or unregistered) is included.

“Domestic partner,” under the Wisconsin FMLA, means either: (1) a same-sex partner registered with the Register of Deeds in the employee’s county of residence or (2) a same-sex or opposite-sex partner who is not registered but the following criteria are met: (a) both partners are at least 18 years old and able to consent to a domestic partnership, (b) neither individual in the domestic partnership is married to or in a domestic partnership with another individual, (c) the partners share a residence, (d) the partners are not related by blood in any way that would prohibit marriage under Wisconsin law, (e) the partners consider themselves members of each other’s immediate family, and (f) the partners agree to be responsible for each other’s basic living requirements.

A “parent” includes the employee’s biological parents or another individual who provided day-to-day care and financial support during his/her own childhood. A parent-in-law or domestic partner’s parent is not considered a parent for purposes of the FMLA but is considered a parent for purposes of the Wisconsin FMLA.

### Serious Health Condition

A “serious health condition” under the FMLA is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a hospital or other treatment facility or “continuing treatment by a health care provider.”

For purposes of the FMLA, a serious health condition involving “continuing treatment by a health care provider” includes any of the following:

- A period of incapacity (inability to work, attend school, or perform other regular daily activities due to the serious health condition) of more than three (3) full consecutive calendar days, and (1) treatment two or more times by a health care provider or by another health care professional under the orders of or on referral by a health care provider, or (2) treatment on at least one occasion by a health care provider that results in a regimen of continuing treatment under the health care provider’s supervision. “Treatment” must be an in-person visit to a health care provider for examination, evaluation or specific treatment.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment due to a chronic serious health condition, such as asthma, diabetes or epilepsy.
- Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer’s, a severe stroke, or the terminal stages of a disease.
- Any period of absence to receive multiple treatments, either for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis, and kidney disease.

Under the Wisconsin FMLA, a “serious health condition” is a disabling physical or mental illness, injury, impairment or condition involving:

- Inpatient care in a hospital, nursing home, or hospice; or
- Outpatient care that requires continuing treatment or supervision by a health care provider.

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The term “health care provider” includes a physician, dentist, clinical psychologist, podiatrist, chiropractor, nurse practitioner, physician assistant, nurse mid-wife, clinical social worker, and certain other health care professionals.

Federal and Wisconsin FMLA leave may be taken to care for a child, spouse or parent with a serious health condition. “To care for” is defined as caring for a family member’s physical and psychological needs, which may encompass basic medical, hygienic, nutritional needs or safety.

### **Intermittent Leave**

An employee may take intermittent or partial leave, if medically necessary, to care for a parent, spouse, domestic partner (Wisconsin FMLA only), dependent child with a serious health condition, or his/her own illness or for certain military-related leaves. Also, if the leave is for planned medical treatment and will be taken on an intermittent basis or by a reduced schedule, the employee is expected to schedule the treatment so as to create minimal disruption for the District. The smallest increment for partial leave is the smallest measure of time that employees are able to take time for any non-emergency leave. Where intermittent leave or reduced work schedules are requested that are foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an available equivalent position if the employee is qualified and the position better accommodates recurring leave.

An employee may take intermittent or partial leave for the birth or adoption of a child during leave covered by the Wisconsin FMLA. Once Wisconsin FMLA leave has been exhausted, leave for the birth or adoption of a child should generally be used in one continuous block, unless an intermittent schedule is agreed upon and approved by the District.

### **Benefits and Protections**

During FMLA leave, the Racine Unified School District will maintain the employee’s health coverage under any group health plan on the same terms as if the employee had continued to work. Any premiums that have accrued will be deducted upon the employee’s return from FMLA leave.

An employee will be restored to his/her original or equivalent position with equivalent pay, benefits, and other employment terms. If the former position is not vacant, an employee on returning from medical or family leave will be returned to an equivalent employment position unless the employee would have been terminated during the family or medical leave for a legitimate business reason. The employee, however, has no greater right to reinstatement or benefits than if s/he had been actively employed during the leave. Use of FMLA leave cannot result in the loss of employment benefits that accrued prior to the start of an employee’s leave.

If an employee is able to return to work earlier than indicated on the FMLA request form, the District requests that the employee provide at least two (2) workdays’ notice before the return-to-work date.

### **Procedures**

The employee must request leave for a qualifying event. Once a request has been made, the employee will be informed whether s/he is eligible under FMLA or Wisconsin Family Leave (WFMLA). If s/he is eligible, the Racine Unified School District will specify what information is required and explain the employee’s rights and responsibilities. If s/he is not eligible, the employer must provide a reason for the ineligibility.

An employee will be informed if leave will be designated as FMLA-protected and the amount of leave counted against the employee’s annual leave entitlement. If the leave is not FMLA-protected, the employee must be notified of that fact.

### **When to Request Leave**

Where leave is foreseeable, such as planned surgery or birth of a child, the employee is expected to make a request for a leave at least thirty (30) days in advance. If the employee gives less than thirty (30) days’ notice of the need for leave, the District may require the employee to explain why it was not practicable to give the thirty (30) days’ notice. The District may delay the taking of a requested leave until at least thirty (30) days after the date the employee provides notice when the employee fails to provide proper advance notice, unless the employee was unable to comply because of the need for emergency health care or other reasonable excuse.

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Where thirty (30) days' advance notice of the need for leave is not possible, the employee must provide notice as soon as practicable, but in no case later than two (2) working days after the need for FMLA leave has become apparent, and must comply with normal absence reporting procedures. Calling in sick, without providing additional information, is not sufficient notice of the need for FMLA leave.

If an employee has been absent for three (3) or more days in a row, or if the District has information that the employee is absent for an FMLA-qualifying reason but has not requested FMLA leave, the District may require the employee to complete an FMLA Request Form and Medical Certification so the leave may be properly designated. The District may also retroactively designate FMLA leave when it later learns that certain leave was FMLA-qualifying.

If the circumstances change and the amount of leave needed changes, the employee should provide notice of the change within two business days to the District's Benefit Department. This notification may be by telephone or e-mail.

### **Notifications and Certifications**

An employee must provide sufficient information to permit a determination of whether the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. The employee must also indicate if the requested leave is for a reason for which FMLA leave was previously taken or certified.

An employee requesting leave relating to a health condition must return the requested medical certification within fifteen (15) calendar days from the date of receipt. The Family Leave Coordinator or Benefit Supervisor will review the certification and determine whether sufficient information has been provided, or if deficiencies need to be corrected. The employee will be given seven (7) calendar days to correct any deficiencies.

The District reserves the right to require a second or even third medical opinion, at the District's expense. An employee may also be required to provide periodic recertification supporting the need for leave as allowed by law, and may be required to report periodically on his/her status and intent to return to work. The District may waive the certification requirement at its discretion.

### **Pay During Leave**

Family and Medical Leave absences are unpaid, but an employee may substitute paid leave (vacation, sick leave, compensatory time). Ten (10) days of sick leave or other available paid time may be substituted for unpaid FMLA leave under the Wisconsin FMLA to care for a family member with a serious health condition. Employees may also use up to thirty (30) days of sick leave or other available paid time for leave covered under the Wisconsin FMLA to care for his/her child after Birth or Adoption. After exhausting any available Wisconsin FMLA leave, an employee will be required to use any sick leave when the absence is for his/her own illness.

An employee, who may also be eligible for income replacement under short-term disability or worker's compensation, are not required to use sick leave or vacation time. However the employee may supplement these benefits if it is less than the employee's regular wages or salary.

### **Returning to Work**

An employee will be reinstated to the same job or an equivalent position upon completion of FMLA leave, except where denial of restoration is permitted by FMLA. If the employee has exhausted all available leave and is still unable to return to work, the employee no longer has any job restoration rights under FMLA. Each situation will be reviewed on a case-by-case basis to determine whether the employee may be eligible for rights and protections under other District policies or laws.

### **Return to Work (Fitness for Duty)**

When leave is for the employee's own serious health condition, the employee is expected to return to work when released by a health care provider. The employee will need to provide a return to work certification before returning to work if this requirement was indicated in the Designation Notice. The certification must be signed by a health care provider and indicate any restrictions or limitations upon the employee's return to work. If any restrictions or limitations exist, the employee's return may be delayed if it is determined these restrictions will not allow the

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employee to safely perform the essential functions of his/her job. A copy of the employee's return to work certification must be faxed to the Benefit Department (262-631-7197) at least one (1) day before the employee's expected return date.

If an employee is released for light duty work and is offered a light duty job but refuses, any short-term disability benefits the employee may be receiving may cease, depending on the terms of the plan. However, the employee is still permitted to use his/her FMLA entitlement, if any is remaining.

### **Additional Information**

Failure to provide timely notice of a qualifying Family Leave event may result in denial of an employee's leave and an excessive absence notice. As stated in prior paragraphs, a known absence requires at least a thirty (30) day notice. Unplanned or emergency situations must be reported as soon as possible, but no later than two (2) days after learning of the need for leave.

Termination of employment may occur if an employee fails to return from leave at the time agreed upon (barring circumstances which required an extension of available leave) or if an employee is found to have taken leave on a fraudulent basis.

If the employee's job evaluation date passes while on FMLA leave, the employee will receive the performance evaluation upon return, and the results of the evaluation (such as pay raises) will be effective as of the date of return to work.

Vacation eligible employees will not continue accruing vacation time during any unpaid FMLA leave.

### **Pupil Discrimination Complaint Procedure**

The Racine Unified School District is committed to equal educational opportunity for all students in the District. All students will be protected by the Constitution of the United States, and all laws of the nation, state, county, and community giving them civil and legal rights and responsibilities.

It is the policy of the Racine Unified School District, pursuant to s. 118.113, Wis. Stats., and PI9, that no person, on the basis of sex, race, color, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional, or learning disability, may be denied admission to any school in this District or be denied participation in, be denied the benefits of, or be discriminated against in any curricular, disciplinary, extracurricular, student services, recreational, or other program or activity. This policy also prohibits discrimination under related federal statutes, including Title VII of the Civil Rights Act of 1964 (race and national origin), Title IX of the Education Amendments of 1972 (sex), and Section 504 of the Rehabilitation Act of 1973 (handicap). Any person who believes he or she has been discriminated against, in violation of this

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policy, may file a written complaint with the appropriate District official as designated by the Superintendent: District Equity Coordinator: Director of School Climate and Student Support, 631-7181.