



# Support Staff Handbook



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# SCHOOL DISTRICT OF BLACK RIVER FALLS

## SUPPORT STAFF HANDBOOK

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This handbook has been prepared to acquaint support staff with various employment-related policies in the School District of Black River Falls. For purposes of this handbook, “support staff” includes all regular full-time and regular part-time food service, aides (paraprofessionals), custodial/maintenance, secretarial personnel, and transportation (bus drivers/mechanic) employees of the District, but excludes substitute employees, limited term employees, temporary employees, students, summer cleaning employees, transportation dispatcher, professional, supervisory, managerial and confidential employees. In addition, throughout this handbook, the terms “employees,” and “support staff” are used interchangeably.

## **ACCIDENT/INCIDENT REPORTS**

All accidents/incidents resulting in District property damage and/or personal injury, occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, involving staff and/or students must be reported to the principal/immediate supervisor immediately. When observing a student accident or injury, a completed student accident report form should be submitted to the principal/supervisor within twenty-four hours or the next scheduled District workday, as appropriate. Additionally, employees should follow the established procedures for reporting work-related injuries and illnesses. Employees are required to notify their supervisor and immediately call the nurse triage line after a work-related injury or illness occurs. In cases of emergent care, employees must notify their supervisor immediately, seek medical care, and contact the nurse triage line as soon as practicable. The District’s established procedures for reporting work-related injuries and illnesses are posted in employee work rooms or lounges and in the office of each work location.

## **ALCOHOL/DRUG TESTING AND CDL PHYSICALS FOR BUS DRIVERS/MECHANIC**

The District will pay the cost of alcohol and drug testing, and CDL physicals required by the District and by law, provided that the District may require employees to have physical examinations and drug testing performed at a facility of the District’s choosing. The District will pay ten dollars (\$10.00) per hour, or minimum wage, whichever is greater, to drivers for time spent having such testing performed.

## **ANNUAL HUMAN RESOURCES NOTICES**

### **1. HIPAA Privacy Notice**

Participants in the District's flex spending plan/cafeteria plan, which includes the District's health and dental insurance plans, should be aware of the District’s HIPAA Privacy Policies.

[School Board Policy 523.5 HIPAA and Policy 523.5-Exhibit A](#) outline the District’s “Notice of HIPAA Privacy and Security Practices” and can be found on the District’s

website under District Info/Board Policies.

**2. Other Post Employment Benefit Trust (OPEB)**

Post-employment benefits are benefits paid to employees after their retirement date and result from services rendered during employment. Post-employment benefits include pension and non-pension benefits such as health benefits. In June of 2007, the District established an irrevocable trust as a vehicle to invest funds for future post-employment benefit obligations for current employees who may become eligible for these benefits. Funds invested in the Trust may accumulate interest earnings as well. The financial information regarding the Trust is reported in our annual report each year and shared at the Annual Meeting of the Electors. Employees who would like a full copy of the Trust document should contact the District Office.

**3. 403(b) Tax Sheltered Annuity (TSA) Universal Availability**

The District maintains a list of the approved providers for tax sheltered annuities. Staff can view the provider list, set up an account or make salary reduction changes to a current account by completing a salary reduction agreement form via a link on the District's website on the Human Resources page or may contact the Human Resources Department at the District Office at ext. 1002 with specific questions.

**4. Fraud Policy**

The District is committed to protecting the financial assets of the District and has an established policy and rule for staff should they need to report a fraudulent act. The Fraud Reporting Policy 669 and Fraud Reporting Procedures Rule 669 can be found on the District website under District Info/Board Policies.

**5. Recording of District Meetings (School Board Policy 382)**

A student, nor anyone representing the student, may make audio or video recordings of school meetings that involve District employees unless the person making the recording (1) has obtained administrative-level approval to record the meeting, **and** (2) no later than the start of the meeting, has informed the staff members and others who are in attendance that the meeting is being recorded.

If a request to record a meeting is not made sufficiently far in advance for the District to assess and respond to the request before the meeting is scheduled to begin, then options that may be considered include:

1. Offering to hold the meeting as scheduled, but without any recording.

2. Offering to reschedule the meeting, if practical, to a later date/time.
  3. If the request relates to an individual who clearly has exceptional needs and all agents and employees of the District who will be attending the meeting, or who are actually in attendance, consent to the recording, then the meeting may be held as scheduled and recorded.
6. The Director of Business Services has been designated as the Title IX Coordinator for any complaints or reports of sexual harassment within the District. **Any person** (including a witness or other person who has not been harmed/victimized by the alleged conduct or challenged policy) may report a concern or allegation of prohibited discrimination or prohibited retaliation to either the District Title IX Coordinator or to the District Administrator. Please refer to School Board Policy 112 “Non-Discrimination in District and District Programs, Activities, and Operations”.

## **ASSIGNMENTS, TRANSFERS, AND VACANCIES**

When a support staff position becomes vacant (as determined by the District) or when the District creates a new support staff position, the District may simultaneously post the position both internally and externally. Internal support staff members may apply for posted positions. If a posted position is outside of the building or classification you are currently assigned, you will need to submit a letter of interest highlighting your experience and qualifications for the new area of interest. It is always in your best interest to provide additional information to the screening committee that you are applying to. Not all members of the screening committee will have a working knowledge of your employment highlights. If you are applying for an administrative position, we ask that you utilize the WECAN system so that all applicants can be reviewed thoroughly by the entire screening committee. The District retains the right to hire internal or external candidates for positions, and assign and transfer internal candidates to positions, at its discretion. Involuntary transfers may only occur within the employee’s classification.

Upon such a transfer within a classification, the transferee shall retain at least his/her previous rate of pay. No employee will be transferred into a position of less hours unless the employee agrees to such a transfer.

## **ATTENDANCE, ABSENTEEISM AND TARDINESS**

The success and efficiency of the District relies on the timely and consistent attendance of its employees. Regular and reliable attendance are essential functions of all positions in the District.

Support staff employees must notify their immediate supervisor of any absence or departure from scheduled work hours through compliance with the provisions described in the policy relating to the reason for the absence. Certain absences require prior approval; all absences or departures from scheduled work hours require support staff employees to provide their immediate supervisor with

prior notification that they will be absent for all or part of their regularly scheduled work days. For secretaries and aides, Skyward Employee Access (previously known as ERMA) and/or AESOP are to be used for these absences. For custodians, cooks and transportation employees, Employee Access is to be used for these absences.

Support staff employees are considered tardy if they arrive at work after the start of their regularly scheduled work days without a valid reason for their late arrivals, as determined by the District, and prior notification to their immediate supervisor. Support staff employees who are absent for part or all of a regularly scheduled work day without prior notification to their immediate supervisor, and approval from their immediate supervisor when required by policy, will result in said absences being considered unexcused.

### **BACKGROUND CHECKS**

Prior to approving a recommendation to hire an applicant, the District shall conduct a criminal background check through a third party on a national basis to determine if the applicant has any criminal record. Upon receipt of the background check report, the District may seek additional information before either approving or rejecting the application for employment, in compliance with applicable laws.

The District may conduct criminal background checks on current employees.

### **BANQUET/CATERING WAGE**

Cooks assigned to perform duties associated with a banquet/catering job for the District shall receive a one dollar and forty cents (\$1.40) per hour more than their hourly wage whenever such duties are performed outside of the cooks' regularly scheduled hours and constitute duties outside of school lunch preparation.

### **BEREAVEMENT LEAVE**

An employee may use up to fifteen (15) days of accumulated sick leave for bereavement in the case of the death of his/her spouse or child.

An employee may use up to five (5) days of accumulated sick leave for bereavement in the case of the death of his/her parent or step-parent.

An employee may use up to three (3) days of accumulated sick leave in the case of the death of a member of his/her immediate family, including, brother(s), sister(s), grandparent(s), sister(s)-in-law, brother(s)-in-law, grandchild(ren), father-in-law, mother-in-law, son(s)-in-law, and daughter(s)-in-law.

An employee may use one (1) day of accumulated sick leave per year for bereavement for the death of any person not listed in one of the above categories.

An employee who needs to use additional leave beyond that provided in this policy may be granted personal leave and/or unpaid leave upon request and at the discretion of the Director of Business Services.

### **BUS DRIVER/MECHANIC LICENSING**

For employees who require such licensure to perform their job duties in the District, the District shall reimburse the employee for the full cost of a CDL license with school bus endorsements after one (1) year of employment. The District will also pay the cost of renewing such licenses for continuing employees. Employees will be required to provide competent proof of the cost of obtaining or renewing their CDL license as a condition of receiving reimbursement under this provision. The transportation supervisor, if certified, shall serve as the examiner for all employees seeking to renew or obtain a CDL license and any costs associated with this examination will be reimbursable to the employee. The cost of using a private examiner to renew or obtain a CDL license will not be reimbursable to the employee unless the transportation supervisor is not certified to serve as an examiner. If an employee leaves the employ of the District, the employee will reimburse the District for the remaining pro rata value of the license at the time of separation from employment. Pro rata value shall be computed by taking the cost of the license divided by the number of years for which the license is valid to compute a per year value; the departing employee will reimburse the District for the value of all years remaining on the license at the time of departure. This provision shall apply to the mechanic, provided that the mechanic is required to maintain an appropriate CDL to perform his/her job functions.

### **BUS DRIVER MEETINGS/PROFESSIONAL DEVELOPMENT**

Drivers will be compensated for attendance at mandatory group bus department meetings or scheduled professional development at the rate of ten dollars (\$10.00) per hour. Drivers will record their time on their time sheet as additional time worked and will list the reason for the additional time.

### **BUS PARKING**

Bus drivers may park their bus at home overnight, provided it is mutually agreed upon between the driver and the District. Bus drivers with District approval for heater plug-in service for home parked busses will be reimbursed one hundred dollars (\$100.00) per school year.

### **CALL-IN**

An employee called to work other than during his/her normal working hours shall be paid hourly for time worked and for at least a minimum of one (1) hour (i.e., to lock an open door).



## **CATASTROPHIC LEAVE BANK**

The School District of Black River Falls has established a Catastrophic Leave Bank (CLB) for all eligible voluntarily participating employees who have exhausted all of their accumulated sick leave and meet the definition for a catastrophic illness or injury. For the purposes of this policy, a day equals the average number of scheduled work hours per day of the participant.

### **A. Catastrophic Leave Review Committee:**

A Catastrophic Leave Review Committee shall be established to review all applications for obtaining additional sick leave days from the Catastrophic Leave Bank (CLB). This committee will be appointed by the Superintendent or his/her designee.

1. Be comprised of nine (9) members and include one (1) representative who is a member of the CLB from each of the following groups: teacher, support staff, support services staff, and administrative staff. Any employee not in one (1) of the above groups will be assigned a group by the Superintendent.
2. The term of office shall be limited to three (3) years. Initially the members selected will draw one (1), two (2), or three (3) year terms. Each year two (2) members will leave the committee and two (2) new members will be chosen to join the committee.
3. No committee member shall rule on any usage application of his/her own or of a relative.
4. A majority of committee members must vote on the request. A majority of the voting members would indicate the action. Any tie vote of the committee will be considered an "approved" vote.
5. The committee shall review any documents and information it deems pertinent to the application.
6. The Superintendent shall appoint a District Office designee to direct and administer the program.

### **B. Definition of a Catastrophic Illness:**

A Catastrophic Illness is defined as any illness or injury to an employee which is unavoidable and diagnosed and certified by a physician as rendering the employee unable to work or affecting a member of the employee's immediate family who has a serious health condition requiring personal care by the employee. The illness or condition is expected to last at least thirty (30) contract days in duration. The illness/injury must affect the entire family (i.e., heart attack, cancer, car accident). These conditions would not include a normal, healthy

pregnancy.

Use of the Catastrophic Leave Bank (CLB) does not have to be consecutive days (i.e., treatments for cancer). If a staff member is on Long-Term Disability Insurance (LTD), they would NOT qualify for use of the leave from the leave bank. Each case must be examined and decided based on its conformity to policy intent and must be handled consistently and equitably. We understand that this type of leave will rarely be applied for. Please realize that just because a person applies, it doesn't necessarily mean that the request will be approved.

**C. Eligible Employees:**

All employees of the School District of Black River Falls are eligible to voluntarily participate in the benefit. The program will exist provided that at least one-third of those eligible participate in the program.

**D. Immediate Family for the Catastrophic Leave Bank means:**

Employee's spouse, child (step), and parents (step and in-laws).

**E. Enrollment Procedures:**

An employee may enroll within thirty (30) calendar days of employment or by September 30<sup>th</sup> each year for existing employees.

All Black River Falls School District (BRFSD) employees are eligible. The District requests a minimum voluntary contribution of (2) days of sick leave upon joining and one or two days thereafter whenever an assessment is required. Any time the Bank falls below six hundred (600) hours, all participating members must contribute one (1) or two (2) days to stay in the Bank. The CLB Committee will determine the number of days assessed. The donated days of leave will be deducted from the donor's allocated days of sick leave. Any member not having a day accumulated at that time must commit a day from their next year's allotment. The sick leave bank will allow the accumulation of days to a maximum of four hundred (400) days. The exception to this would be for the enrollment of new participants. Any employee that enrolls is considered a member of the bank until an additional day is requested and the employee chooses not to make the required contribution. Upon the refusal of the requested donation the employee is no longer a member of the catastrophic leave bank.

**F. Qualifying Criteria:**

The requesting employee shall:

1. Have used all accrued paid leave.
2. Be permitted to withdraw a maximum of sixty (60) contract days from the CLB in any given school year.

3. Not be receiving worker's compensation or long-term disability.
4. Provide sufficient medical certification, renewing such certification every thirty (30) contract days during absence. The certification must verify the severity or extraordinary nature and expected duration of the employee's or immediate family member's condition.

**G. Process:**

As early as possible, an eligible employee who anticipates a need to use the Catastrophic Leave Bank (CLB) must submit an "Application to Receive Catastrophic Leave" form and "Certification of Physician" form.

1. Days from the CLB may be taken in whole days only.
2. Participation is restricted to those eligible employees who have contributed to the CLB.
3. Application forms may be obtained from the principal at each school.
4. The first ten (10) consecutive contract days of illness or disability will not be covered by the CLB, but must be covered by the bank member's own accumulated leave or leave without pay.
5. It must be anticipated that the absence will be for more than thirty (30) contract days.
6. A member of the CLB will not be able to use CLB benefits until the employee's sick leave declines to zero (0).
7. Days drawn from the CLB for any one period of eligibility do not need to be consecutive and additional periods of disability resulting from recurrences or relapse of the original illness will be covered fully on a continuing basis up to the annual maximum of sixty (60) days.

**H. Termination:**

Upon termination of employment or withdrawal from membership in the CLB, a participating member may not withdraw the days he/she has contributed to the CLB. Upon termination of the program by the Board of Education, the remaining hours in the CLB of the active participants will be returned to the active participants. Any hours remaining from inactive participants will be forfeited.

**DENTAL INSURANCE**

The District will provide a dental insurance plan to eligible support staff. To be eligible for single or family dental insurance, employees must work a minimum of thirty (30) hours per week.

The District will contribute one hundred percent (100%) of the single or family premium for all eligible full-time employees who work thirty-five (35) or more hours per week electing dental insurance.

The District will contribute one hundred percent (100%) of each single premium or fifty percent (50%) of each family premium for all eligible part time employees who work less than thirty-five (35) hours per week electing dental insurance.

If both spouses are employed by the District, only one (1) family plan or two (2) single plans will be provided.

## **DIRECT DEPOSIT**

The District will pay employees through direct deposit to an account at a financial institution of the employee's choice. Employees will provide the District office with information needed to accomplish the direct deposit payroll process. Employees must enroll in direct deposit within fifteen (15) calendar days of the time of hire or rehire. Employees must participate in the direct deposit payroll process as a condition of new or continued employment unless otherwise prohibited by law. Only one (1) financial institution account number may be selected for direct deposit for the employee. The direct deposit information will be accessible to each employee on each pay date.

Changes to information regarding direct deposit shall be received by the District office at least fifteen (15) calendar days prior to the date of the change. The District will not be responsible for deposits made to a former account where the request for the change has not been timely provided to the District office.

## **DISCIPLINE AND TERMINATION**

A support staff employee may be disciplined, up to and including termination, for reason(s) that are not arbitrary, capricious or discriminatory. The District Administrator or his/her designee may impose discipline, up to and including termination, upon a support staff employee.

## **DRESS CODE**

The image and representation of the District is reflected by the employees and their attire. The District expects that secretarial staff will dress in professional business casual attire. Business casual attire is clothing that is less formal than traditional business wear, but is still intended to give a professional business-like impression. Custodians, bus drivers and cooks, due to their work assignments, will be allowed to wear blue jeans and it is acceptable for aides to wear colored jeans. Aides may wear blue jeans when appropriate for their assignment and as approved by their building principal (i.e., Early Childhood program, working with a student in shopclass, supervising a field trip, etc.). Vests, blazers and skirts made of denim are acceptable forms of business casual attire.

Certain days may be designated as special days (e.g., Homecoming week) by the building principal or immediate supervisor. On such days, the building principal or immediate supervisor may relax the dress code and allow all support staff members to wear blue jeans, Tiger apparel, including hooded sweatshirts, and other casual attire. Aides may wear hooded sweatshirts outside for regular playground supervision, but hooded sweatshirts should not be worn as a part of regular indoor attire.

## **DRUG- AND ALCOHOL-FREE WORKPLACE**

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

The manufacture, distribution, dispensation, possession, use of or appearance under the influence of alcohol, illegal drugs, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited in and on all property owned and operated by the District including vehicle, at District activities or while chaperoning students on District-sponsored trips.

Employees shall be required to undergo alcohol and/or 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. Refusal to consent to testing will be treated as a positive test and may result in disciplinary action, up to and including termination of employment.

## **DUTY FREE TIME**

Two (2) fifteen (15) minute breaks per day shall be provided to all full time employees. One (1) fifteen (15) minute rest period per day shall be provided to all employees who work at least four (4) continuous hours per day, but less than full time. Employees are not allowed to leave the work premises during these paid breaks unless prior approval has been received from the employee's supervisor.

Employees working at least six (6) hours per day shall receive a thirty (30) minute unpaid duty-free lunch period. Employees may choose to leave the work premises during this unpaid break.

**Employee Grievance Policy and Procedure**

**INFORMAL RESOLUTION:**

An employee with a complaint related to employee discipline (except employee termination) or workplace safety should first seek to resolve the issue(s) with his/her immediate supervisor through informal discussion. Informal resolution of discipline complaints shall be initiated within seven (7) days of the date when an employee has been notified of the discipline.

An employee complaint about a workplace safety issue may be raised informally at any time while the safety issue persists. If the employee fails to initiate the informal resolution process with regard to employee discipline within seven (7) days, the employee waives any further entitlement to utilize the grievance process with respect to the discipline (except employee termination).

If the informal discussion does not resolve the employee discipline or workplace safety complaint and the employee is dissatisfied with the response of his/her immediate supervisor, the employee may seek informal resolution by the Superintendent or his/her designee within seven (7) days after bringing it to the attention of his/her immediate supervisor. This step within the informal resolution process is optional; thus, it is not a necessary step in determining whether the informal resolution process has been exhausted.

If the complaint regarding employee discipline or workplace safety concerns the employee's supervisor, the employee may seek to resolve the complaint directly with the Superintendent. If the complaint regarding employee discipline or workplace safety concerns the Superintendent, the employee may seek to resolve the complaint directly with the Board President. In cases of such employee discipline, the informal resolution process shall be commenced within seven (7) days of the date when an employee has been notified of the discipline. If the employee fails to initiate the informal resolution process with regard to employee discipline within seven (7) days, the employee waives any further entitlement to utilize the grievance process with respect to the discipline (except employee termination).

Employee termination decisions and contract non-renewal decisions are not subject to the informal resolution process.

**Time Limits for Filing a Grievance**

If the informal resolution process does not resolve the complaint, and the employee believes that his/her complaint satisfies the definition of a grievance, as defined below, the employee may initiate a formal grievance pursuant to the procedures described herein. A grievance involving employee termination or discipline shall be filed no later than twenty-one (21) days after the employee receives

notice of the discipline, termination or non-renewal of a contract pursuant to Wis. Stat. §§ 118.22 or 118.24. A grievance involving workplace safety shall be filed no later than twenty-one (21) days after the employee first attempts to resolve his/her workplace safety concerns through the informal resolution process.

In order to process grievances as expeditiously as possible, every effort should be made to handle each step within the specified time period. If the school district official fails to comply with the time periods or other procedures outlined in this policy, the grievant may advance the grievance to the next level. There shall be no other consequences or remedies for failure of the school district to meet the time periods outlined in this policy. If the grievant fails to comply with the time periods or other procedures outlined in this policy, the grievant waives any further rights of appeal and the grievance will be deemed resolved. However, with the exception of the time period for filing the written grievance, either party may request an extension of any time period provided in this policy, including the informal resolution process. Such extensions shall be by mutual written agreement.

If no grievance is filed, the decision of the administration shall be considered final, except a decision to terminate an employee to the extent that it requires ratification by the Board. The grievance may be voluntarily withdrawn at any level. Once a grievance is withdrawn, it cannot be re-filed. A former employee or an employee who separates from employment while pursuing a grievance may not file or continue a grievance without the written consent of the Superintendent or designee. If at any time during the grievance process the school district grants the grievant the relief originally requested, the Superintendent or designee may refuse to continue to process the grievance at that time. Any party involved in a grievance may have a representative present at any level once the grievance has been filed in writing. Facts and information presented and/or examined at the Level One and Level Two shall be made available to both parties. All parties shall respect the confidentiality of the grievance procedure by holding in confidence the facts and information shared in meetings and written correspondence, to the extent authorized by law.

### **Definitions:**

- A. **Grievant:** A grievant is an employee whose own substantial interests related to termination, discipline, or workplace safety are adversely affected, denied, or controverted by a final administrative decision. In the cases of an employee with a definite term contract, a “final administrative decision” is defined to include, but not be limited to, a Board approved termination based on an informal hearing (See General Considerations, Paragraph C., below). In the case of a teacher or administrator non-renewal, a “final administrative decision” is defined to include a Board approved non-renewal following the procedures set forth in Wis. Stats. §§ 118.22 or 118.24. Grievances of the same type and with similar fact situations may be consolidated at the discretion of the Superintendent or his/her designee.
- B. **Grievance:** A grievance is a formal written complaint by an employee that a final administrative decision related to termination, discipline, or workplace safety violated, misapplied, or misinterpreted a local Board policy, administrative regulation or procedure, or specified federal or State law or rule, or in the case of an employee with a written employment

contract, the terms of such written employment contract.

1. Employee Termination: The term “employee termination” shall be narrowly construed to mean a separation from employment initiated by the employer, (including, for purposes of an employee with a definite term contract, a separation from employment initiated by the employer which is effective during the term of the contract), but shall not include, without limitation by enumeration, the following:
  - a. Layoffs;
  - b. Workforce reduction activities;
  - c. Voluntary termination including, without limitation, quitting and resignation;
  - d. Job abandonment;
  - e. End of employment due to disability;
  - f. Retirement;
  - g. Death;
  - h. End of employment and/or completion of assignment of limited-term, temporary, seasonal, substitute, or part-time employees; or
  
2. Employee Discipline: The term “employee discipline” shall be narrowly construed to mean a suspension without pay, or a demotion or reduction in rank, pay, or other benefits, imposed by the employer for disciplinary reasons, but shall not include, without limitation by enumeration, the following:
  - a. Termination, non-renewal of teacher contracts under Wis. Stat. § 118.22, non-renewal of administrator contracts under Wis. Stat. § 118.24, layoffs or workforce reduction activities;
  - b. Adverse employment actions other than a suspension without pay, or a demotion or reduction in rank, pay or other benefits, imposed upon the employer for disciplinary reasons;
  - c. Lateral transfers or reassignments;
  - d. Plans of correction or performance improvement;
  - e. Performance evaluations or reviews;
  - f. Documentation of employee acts and/or omissions in an employment file;
  - g. Non-disciplinary Oral or written warnings;



- h. Administrative suspension with or without pay pending investigation of misconduct or nonperformance; or
  - i. Non-disciplinary wage, benefit, or salary adjustments, or reductions in assigned hours.
3. Workplace safety: The term “workplace safety” shall be narrowly construed to refer to (1) an existing condition that substantially endangers an employee’s health and safety; or (2) any workplace policy or procedure established by state or federal law or the Board to protect the safety and health of employees in the school district and, as used in this section, is alleged by an employee to have been violated and to have substantially adversely affected the employee’s safety at a District workplace.
- C. **Days**: “Days” mean calendar days.

### **General Considerations**

- A. **Impartial Hearing Officer**: The Board shall adopt, prior to the beginning of each school year, or as the need arises, a resolution authorizing an Impartial Hearing Officer appointed by the Board to hold a grievance hearing and make a decision regarding the grievance. The Impartial Hearing Officer shall not be an officer, agent or employee of the Board at the time of appointment. The Board may approve a list of Impartial Hearing Officers, prior to the beginning of each school year (or as the need arises), to be called upon under this procedure.
- B. **Standard of Review**: The standard of review to be applied by the Impartial Hearing Officer of a final administrative decision giving rise to a grievance shall be based on the following, unless an alternative is provided in applicable policy, law, contract or collective bargaining agreement:
- 1. The review of a final administrative decision to terminate or discipline an employee with a definite term contract or a “cause” standard shall be *de novo* and the decision shall be upheld if it is based on a good and sufficient reason, which shall be any reason that is not wholly frivolous and inconsequential and that has a reasonable basis in fact.
  - 2. The review of a final administrative decision to non-renew a contract (regardless of whether pursuant to a statutory procedure) or to terminate or discipline an employee without a definite term contract or a “cause” standard shall require deference to the final administrative decision and the decision shall be upheld if it is made on any basis other than a basis which is “arbitrary and capricious,” which shall be defined as an action which is either so unreasonable as to be without rational basis or the result of unconsidered, willful, or irrational choice.
  - 3. The review of a final administrative decision concerning a workplace safety

grievance shall require deference to the final administrative decision and the decision shall be upheld if it is made on any basis other than a basis which is “arbitrary and capricious,” which shall be defined as an action which is either so unreasonable as to be without rational basis or the result of unconsidered, willful, or irrational choice.

C. **Termination of an Employee with a Contract for a Definite Term:**<sup>1</sup> The required procedure for terminating an employee where there is an expectation of continued employment because of a contract for a definite term, a “cause” standard or another basis in law or fact, is as follows:

1. The Superintendent or his/her designee (or in the case of the termination of the Superintendent, an individual designated by the Board President) shall notify the employee, in writing, that he/she intends to recommend that the Board terminate the employee at the next regularly scheduled Board meeting or a Special Board meeting within forty-five (45) days of the date of the written notice.
2. At the Board meeting to hear the termination recommendation, the Board shall hold an informal hearing, which means that the Superintendent or his/her designee (or in the case of the termination of the Superintendent, an individual designated by the Board President) will present a summary of the evidence and argument in support of the recommendation for termination, to be followed by an opportunity for the employee and his/her representative to present a summary of any evidence and argument in response. An informal hearing, for purposes of this Grievance Policy and Procedure, is not a full-blown evidentiary hearing, i.e., there shall be no swearing of witnesses and no direct or cross examination of witnesses; and the rules of evidence do not apply.
3. The Board shall issue its decision, in writing, within seven (7) days of the informal hearing. If the Board accepts the recommendation to terminate the employee, the Board shall inform the employee, in writing, that the Board has terminated the

D. **Non-Renewal of a Teacher or Administrator Contract.** The procedures for non-renewal of a teacher or administrator contract set forth in Wis. Stats. §§ 118.22 and 118.24, respectively, shall be applicable. If the Board non-renews the contract of a teacher or administrator, pursuant to Wis. Stats. §§ 118.22 or 118.24, and the teacher or administrator wishes to appeal the non-renewal decision, the teacher or administrator shall file an appeal at Level Two of this Grievance Policy and Procedure by filing a grievance form with the Board President within twenty-one (21) days of receiving final, written notice of non-renewal from the Board. If no appeal is filed, the Board’s decision shall be final.

### **Level One**

A. The grievant may initiate a formal grievance by obtaining a grievance form from his/her immediate supervisor or designee or from the human resources manager or department, filling out the form, and providing a copy to his/her immediate supervisor and to the

Superintendent. On the form, the grievant shall (1) identify the category of grievance (i.e., termination of an employee without a contract with a definite term, discipline, or workplace safety), (2) describe the attempts to resolve the complaint informally (if applicable), (3) identify the facts supporting the grievance, (4) specify the policy, rule, regulation, or law

<sup>1</sup> This procedure shall also apply to the non-renewal of an employee's contract where Wis. Stats. §§ 118.22 and 118.24 do not apply, but where there is an expectation of continued employment because of the terms of the contract or another basis in law or fact.

alleged to have been violated, and (5) describe the relief requested. In order to be considered, a grievance shall be filed, in writing, using the appropriate form.

- B. The Superintendent or his/her designee shall act on the grievance within seven (7) days of the filing of the grievance. If the Superintendent or his/her designee denies the grievance, he/she shall inform the grievant who shall have seven (7) days to appeal the denial to the Board by filing a letter of appeal with the Board President.

### **Level Two**

- A. Within ten (10) days after receipt of an appeal from a grievant, the Board President shall appoint an Impartial Hearing Officer as authorized by resolution of the school board. The Impartial Hearing Officer shall do the following:
1. Screen the grievance and determine whether it falls within one of the categories subject to the grievance procedure, whether the informal process was exhausted, if applicable, and whether it has been timely filed.
  2. Notify the parties of the time and location for the hearing at least fourteen (14) days before the hearing.
  3. Subpoena witnesses, as necessary to ensure their testimony, when requested by either party.
  4. Make evidentiary findings and conclusions. In the case of a grievance related to a termination, a teacher contract non-renewal under Wis. Stat. § 118.22, an administrator contract non-renewal under Wis. Stat. § 118.24, or discipline, the Impartial Hearing Officer shall determine whether a full-evidentiary hearing is needed to afford the employee the requisite due process, and, if so, shall allow the grievant to present evidence, call and question witnesses, cross-examine adverse witnesses, obtain copies of evidentiary materials and argue his/her case. The rules of evidence shall not apply at any hearing, but the Impartial Hearing Officer may exclude or limit irrelevant, repetitive, or redundant evidence or any evidence lacking probative value. The Impartial Hearing Officer, in the conduct of the proceeding, shall be mindful of the desire for a speedy and inexpensive resolution of any appeal brought before him/her.
  5. If the grievance is meritorious, in whole or in part, determine what relief is necessary

to provide recompense to the grievant in a grievance that involves termination, contract non-renewal under Wis. Stats. §§ 118.22 or 118.24, or discipline, and in a grievance filed over workplace safety, determine what action is necessary to correct the hazardous condition, provided, however, that the Impartial Hearing Officer may not award attorney's fees or litigation expenses against the District at anytime.

6. The Impartial Hearing Officer shall expressly confine himself/herself to consideration of the precise issue(s) submitted on the grievance form and letter of appeal, if applicable, shall apply the applicable standard of review, and shall have no authority to determine any other issue not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
  7. The Impartial Hearing Officer will be without authority to make any decision which requires the commission of an act prohibited by law.
- B. The hearing shall be recorded and the grievant shall be given the opportunity to have the hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy, which may apply to the subject matter of the hearing, e.g. pupil confidentiality. The Impartial Hearing Officer shall consider whether to engage a court reporter in lieu of recording the hearing.
  - C. The Impartial Hearing Officer shall issue a written decision no more than thirty (30) days after the hearing is concluded, unless the Impartial Hearing Officer notifies the parties that more time is needed and the reasons therefore. The need for post-hearing briefs, as determined by the Impartial Hearing Officer, shall be sufficient reason to extend the deadline.
  - D. The Impartial Hearing Officer shall inform the parties that an appeal of his/her decision may be taken to the Board if filed within ten (10) days of the receipt of the decision of the Impartial Hearing Officer, after which the decision of the Impartial Hearing Officer shall become final.

### **Level Three**

- A. If either party is aggrieved by the decision rendered by the Impartial Hearing Officer, either party has the right to file a written appeal with the Board within ten (10) days of receiving the Impartial Hearing Officer's decision, after which the decision of the Impartial Hearing Officer shall become final.
- B. Except for grievances involving an employee termination (regardless of whether the employee has a contract for a definite term) or teacher or administrator contract non-renewal under Wis. Stats. §§ 118.22 or 118.24, the Board may, at its sole discretion, assign an appeal panel of at least three members of the Board, for the purpose of considering appeals under the grievance procedure.
- C. The Board or appeal panel shall make every reasonable effort to meet, consider and decide the appeal within sixty (60) days after receipt of the appeal.

- D. The Board President shall give ten (10) days' notice to the parties of an appeal hearing before the Board or appeal panel, if such a hearing is necessary.
- E. The Board or appeal panel shall review the grievance on the record established by the Impartial Hearing Officer unless it determines that additional information is needed. Each party may make a brief oral presentation to the Board or appeal panel to summarize his/her position. The appeal hearing shall be recorded and shall be held in closed session, unless the parties are allowed to present additional information, in which case the grievant shall be given the opportunity to have the evidentiary portion of the appeal hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy, which may apply to the subject matter of the hearing, e.g. pupil confidentiality.
- F. The Board or appeal panel may affirm, reverse, or modify the decision of the Impartial Hearing Officer. The Impartial Hearing Officer's decision will be reversed if the decision was:
1. In violation of constitutional provisions;
  2. In excess of the statutory authority or jurisdiction of the school district;
  3. Made upon unlawful procedure or in contravention of this Grievance Policy and Procedure;
  4. Affected by other error of law;
  5. Based upon improper application or interpretation of Board policy;
  6. Unsupported by substantial evidence in view of the entire record as submitted. (As used in this policy, *substantial evidence* means such relevant evidence as a reasonable mind would accept as adequate to support a conclusion), or otherwise erroneous;
  7. Arbitrary and capricious;
  8. Affected by the inappropriate application of the standard of review by the Impartial Hearing Officer; or
  9. In contravention of public policy considerations.
- G. Procedural errors, which do not have a substantial effect on the rights of the parties, shall not be grounds for reversal of any decision.
- H. The decision of the Board or appeal panel shall be final. The Board or appeal panel shall make every effort to send to the grievant and the Superintendent a written statement of its decision within a reasonable time after hearing the appeal.

**Retaliation**

No reprisals of any kind shall be taken by the Board or by an employee of the District against any party in interest or other employee on account of his/her filing a grievance or participating in a filed grievance.

**Request for Reconsideration of School Board Decision**

This policy establishes a procedure for employees to grieve certain decisions of school officials. The policy does not grant employees the right to appeal decisions of the Board itself, other than a termination or contract non-renewal decision by the Board. Nonetheless, an employee may file, in writing to the Board President, a request that the Board reconsider one of its own decisions. The request shall be filed within fifteen (15) days of the Board’s decision and shall state the reasons why the Board should reconsider its decision. The Board may exercise its discretion whether to grant the requested reconsideration.

Judicial review of a Board or appeal panel decision made at Level Three of this policy, if any, shall be as prescribed by law.

APPROVED:            May 21, 1990  
                              April 20, 2015  
                              May 16, 2016  
REVISED:            April 19, 2004  
                              April 8, 2013  
                              March 3, 2015  
                              April 18, 2016

**EMPLOYEE GRIEVANCE FORM**

Employee Name:

Date:

**Please identify the category of your grievance (circle one):**

Termination

Discipline

Workplace Safety

**Are you an employee with a contract?**

Yes

No

**Describe your attempts to resolve your complaint informally (if applicable).**

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**Identify the facts that support your grievance.**

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**Specify the policy(ies), rule(s), regulation(s), and/or law(s) that you believe has/have been violated.**

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**Describe the relief that you are requesting.**

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**If you require additional space, please attach additional sheets to this form.**

## **EMPLOYEE IDENTIFICATION BADGES**

The District shall provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, co-workers, vendors and the public to know who employees are. They are an important part of providing a secure environment for our students. Employees must properly display their employee identification badges in a visible spot on their person during their contracted work time (i.e. by using a lanyard to hang around the neck).

## **EMPLOYEE – STUDENT RELATIONS**

The District requires that all employees maintain professional and ethical relationships with students that are conducive to an effective and safe learning environment. Employees must exercise good judgment and professionalism in all interpersonal relationships with students and establish appropriate personal boundaries with students.

Boundary breaches involve an employee engaging in conduct that unnecessarily and inappropriately intrudes upon a student’s private life and physical and emotional self.

Employees shall not engage in the following inappropriate behaviors, which include, but are not limited to: engaging in peer-like behavior with students; favoring certain students by giving them special privileges; initiating or extending contact with students beyond the school day for personal purposes; using e-mail, text messaging, websites, or any other form of electronic communication to discuss adult personal topics or interests with students; taking students on personal outings even with the parents’ permission; talking to students about the employee’s problems; dating students; giving personal gifts or money to a student for no legitimate reason; providing alcohol or drugs to students; and engaging in sexual relationships with students. This list of inappropriate behaviors is not intended to prohibit appropriate adult-child interaction in contexts including, but not limited to, the employee’s role as a parent, neighbor, or community volunteer.

The District will investigate all reports, including anonymous reports, of inappropriate behavior. Investigations of allegations of inappropriate employee-student relations shall follow the procedures utilized for complaints of harassment within the District.

The Board of Education prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participate in the investigation of allegations of inappropriate employee-student relations. Any act of retaliation is subject to appropriate disciplinary action by the District.

Allegations waged against staff members that are determined to be false will be dealt with through legal authorities.



## **EVALUATION**

During the first one hundred twenty (120) individual working days following the date of commencement of employment, an employee will be evaluated by their administrator/supervisor at least once. Thereafter, all employees will be evaluated at least once every two (2) years. The evaluation will be discussed with and signed by the employee, which only signifies receipt of the evaluation.

## **EXTRA-TRANSPORTATION TRIPS**

Extra trips are defined as bus trips requiring the transportation of students for purposes of participating in curricular (i.e., field trips) or co-curricular activities (i.e., sports). Bus drivers who wish to be selected for extra trip assignments shall sign a list representing their interest. Trips will be assigned on a rotation basis. Advance notice of trips will be provided when possible. Drivers refusing extra trips will be skipped for that cycle unless the driver received less than twenty-four (24) hours advance notice of the trip. Drivers assigned to a cancelled trip shall be placed on the cancelled trip rotation list for the next trip to be assigned.

Drivers will be paid a minimum of two (2) hours on an hourly basis for in-district extra trips, and a minimum of four (4) hours per trip for out-of-district extra trips according to rates contained in Appendix B. Extra trips which are canceled prior to the set start time will not result in extra trip payment. Extra trips which are canceled after the set start time will be paid the minimum rate of one (1) hour for in-district trips and two (2) hours for out-of-district trips, unless said cancellation is the result of hazardous weather conditions as determined by the District. Drivers will be paid ten dollars (\$10.00) per hour when driving a District vehicle or assisting in transporting a District vehicle to or from a location for repairs or maintenance at the request of the District.

## **FAMILY AND MEDICAL LEAVE POLICY**

The School District of Black River Falls complies with the provisions of the Federal and State Family and Medical Leave laws. Employees may be eligible for family and medical leave under the Federal Family and Medical Leave Act of 1993 (“FMLA”), the Wisconsin Family and Medical Leave Act (“WFMLA”), or both. There are different eligibility requirements for these laws, different rights under the laws, and different procedural requirements for employees to follow. The purpose of this policy is to briefly describe some of the employees’ rights and responsibilities under these laws; however, this policy does not, nor is it intended to, spell out every right and responsibility under the two laws. If an employee has any questions or desires additional information, the employee should contact the human resources department. Copies of the WFMLA and FMLA notice posters are also attached at the end of this policy.

Generally, an employee is eligible for leave under the FMLA Act after he/she has been employed by the School District for a total of at least twelve (12) months (not necessarily consecutive); and has worked at least one thousand two hundred fifty (1,250) hours during the previous twelve

(12) months. Paid leave does not count toward the “1,250 hours worked” requirement.

Generally, an employee is eligible for leave under the WFMLA after he/she has been employed by the School District for more than fifty-two (52) consecutive weeks; and has worked at least one thousand (1,000) hours during the preceding fifty-two (52) week period. Paid time off does count toward the WFMLA “1000 hours” requirement.

If an employee is eligible for WFMLA and/or FMLA leave, the following describes some of the employee’s rights under the two (2) laws:

- An eligible employee has a right under the FMLA for up to twelve (12) weeks of unpaid leave during *a calendar year*, for the birth or placement for adoption or foster care of a child, the serious health condition of the employee or the employee’s child, spouse or parent, or because of a qualifying exigency arising out of active duty or call to active duty of the employee’s spouse, son, daughter or parent. If the employee and the employee’s spouse are both eligible for FMLA leave and are both employed by the District, the employee and the employee’s spouse are eligible to take a combined total of twelve (12) weeks of leave during the twelve (12) month period for child rearing or a family member's serious health condition.
- An eligible employee has a right under the FMLA for up to twenty-six (26) weeks of unpaid leave in a single twelve (12)-month period to care for a covered service member with a serious injury or illness.
- An eligible employee has a right under the WFMLA, during each calendar year, for unpaid leave of up to six (6) weeks for birth or placement of a child for adoption; two (2) weeks to care for a child, spouse or parent with a serious health condition; and two (2) weeks for the employee’s own serious health condition.
- If an employee’s leave qualifies under both laws (FMLA and WFMLA), it will be counted against his/her entitlement under both laws and shall run concurrently.
- For school year employees, if the employee is on leave at the end of one (1) school year and the beginning of another, the leave will be considered consecutive, not intermittent, and the employee will be provided with any benefits over the summer vacation that he/she would normally receive if the employee had been working at the end of the school year. Summer vacation is not counted against a school year employee's FMLA leave entitlement.
- For the purposes of the WFMLA and FMLA, “child” means a biological, adopted or foster child, step child, legal ward, or a child of a person having day-to-day care for the child. Also, the child must either be under age eighteen (18), or be eighteen (18) years or older and unable to care for him/herself because of a mental or physical disability or serious health

condition. "Parent" means biological parent, foster parent, adoptive parent, step parent or an individual who was responsible for the day-to-day care of the employee when the employee was a child. While the FMLA does not include parents of spouses or domestic partners in the definition of "parent", the WFMLA does.

- An employee may substitute any paid leave for WFMLA leave and may substitute any paid leave for which he/she is qualified under the terms and conditions of the District's paid leave policies for FMLA leave. As noted, in some cases, the District may require the employee to substitute paid leave for any portion of leave that is FMLA leave only. All substituted leave runs concurrently with WFMLA and FMLA leave. The terms and conditions of applicable sick/vacation/other leave usage are stated in the Board's policies. If an employee has any questions about how these policies relate to each other and the WFMLA/FMLA, the employee should contact the human resources department. If the employee does not meet the requirements for taking paid leave, the employee may still be eligible to take unpaid WFMLA/FMLA leave.
- An employee may take the allotted WFMLA and/or FMLA leave on an intermittent or leave reduced work schedule basis only in certain circumstances:

Under FMLA, the District is not obligated to grant intermittent leave unless the employee is requesting intermittent leave for his/her own serious health condition or to care for a family member with a serious health condition, and there is a medical need for such leave which can best be accommodated through an intermittent or reduced leave schedule. If an employee requests intermittent leave or leave on a reduced schedule, the District may require the employee to transfer temporarily to an available alternative position for which he/she is qualified and which better accommodates recurring periods of leave. The alternative position will have equivalent pay and benefits, but does not have to have equivalent duties.

Under the WFMLA, an employee may take leave in increments equal to the shortest increment permitted by the District for any other non-emergency leave. Intermittent family leave must be scheduled so that it does not unduly disrupt the District's operations. Intermittent leave for a serious health condition must be scheduled as medically necessary.

- The District will maintain an employee's group health insurance benefits during any period of WFMLA and/or FMLA under the same conditions as if the employee continued to work.
- Upon an employee's return from WFMLA/FMLA covered leave, the employee will be reinstated to the same job or, if that job is not vacant, an equivalent job with the same pay, benefits, and terms and conditions of employment. If the employee's leave extends beyond the end of his/her allowable WFMLA/FMLA leave, these return rights provided by the WFMLA/FMLA laws will end.

- If the employee does not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave; (2) the continuation, recurrence, or onset of a covered service member's serious injury or illness which would entitle the employee to FMLA leave; or (3) other circumstances beyond the employee's control, the employee may be required to reimburse the District for its share of health insurance premiums paid on the employee's behalf during the FMLA leave.
- If an employee fails to return to work after the expiration of his/her WFMLA/FMLA leave, the employee will be subject to immediate termination unless an extension of such is granted by the Board or its designee. If the employee's inability to return to work is due to the continuation, recurrence or onset of the employee's own serious health condition, or of the serious health condition of the employee's spouse, child or parent, the employee must submit a written request for such an extension as soon as the employee realizes that he/she will not be able to return at the expiration of the WFMLA/FMLA leave period. The District will consider each such request on a case by case basis. There is no guarantee that an extension will be granted.

If an employee needs to use leave under the WFMLA and/or FMLA, the employee must provide the District with proper notice of his/her intent to do so. While the time requirements differ under the FMLA and WFMLA, as a good rule of thumb, an employee should make every effort to provide as much notice as possible for foreseeable leave and should provide notice as soon as possible for unforeseeable leave. Under the WFMLA and/or the FMLA, employees are required to try to schedule foreseeable leave so as not to unduly disrupt the District's operations.

Under the FMLA, an employee must provide at least thirty (30) calendar days' advance notice when the need for the leave is foreseeable. Under the WFMLA, advance notice of leave must be given in a reasonable and practicable manner. If the leave is not foreseeable, notice must be given as soon as practicable. The District will appreciate the employees providing as much notice as possible in all situations. The District reserves the right to deny leave if you fail to meet notice requirements.

To request family or medical leave, an employee must submit a written leave request form to the human resources department. The leave request form is available from the human resources department or the District's website at [www.brf.org](http://www.brf.org). If an employee does not specifically request family or medical leave, but requests leave for a reason that might qualify as family or medical leave, the District will provide the employee with a leave request form to fill out and return to the human resources department, as soon as possible in order to determine whether the leave requested qualifies as leave under the WFMLA and/or the FMLA. The District may temporarily designate the leave as leave qualifying under the WFMLA and/or the FMLA.

The human resources department will determine which provisions of the WFMLA and/or the FMLA, if any, apply to the employee's situation and, if necessary, provide additional guidance on

the employee's rights and responsibilities.

After requesting leave, an employee may be asked to provide additional information. The District may require that the employee obtain certification from a health care provider or other third party, depending upon the type of leave requested. The employee will be allowed at least fifteen (15) calendar days to return the completed medical certification form. In addition, the District may require the employee to report periodically on his/her status and intent to return to work, as well as to submit additional medical certification forms.

If any of the following apply, the District may deny an employee's request for leave:

- The employee does not meet the eligibility requirements.
- The purpose for the employee's requested leave does not qualify under the WFMLA or the FMLA.
- The employee failed to provide timely advance notice.
- The employee has not provided required information.

#### ADDITIONAL INFORMATION

Employees should also refer to the WFMLA and FMLA posters which are reproduced as the next two pages of this Policy. This Policy does not spell out all rights and responsibilities of the District's employees for every possible situation under the WFMLA and/or the FMLA. If an employee has any questions or desires additional information, he/she should contact the human resources department.

LEGAL REFERENCE:       Federal Family and Medical Leave Act - 29 U.S.C. 2601, et. seq.  
Federal Family and Medical Leave Act Regulations-29 CFR Part 825  
Wisconsin Family & Medical Leave Act - Wis. Stats. §103.10  
Wisconsin Family & Medical Leave Act Regulations - Wis. Admin. Code  
DWD 225

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division



# Wisconsin Family and Medical Leave Act

Section 103.10, Wisconsin Statutes, requires that all employers with 50 or more employees display a copy of this poster in the workplace. Employers with 25 or more employees are required to post their particular leave policy.

Under state law all employers with 50 or more permanent employees must allow employees of either sex:

- Up to six (6) weeks leave in a calendar year for the birth or adoption of the employee's child, providing the leave begins within sixteen (16) weeks of the birth or placement of that child.
- Up to two (2) weeks of leave in a calendar year for the care of a child, spouse, domestic partner, as defined in § 40.02(21c) or 770.01(1) or parent or a parent of a domestic partner with a serious health condition.
- Up to two (2) weeks leave in a calendar year for the employee's own serious health condition.

This law only applies to an employee who has worked for the employer more than 52 consecutive weeks and for at least 1000 hours during that 52-week period. The law also requires that employees be allowed to substitute paid or unpaid leave provided by the employer for Wisconsin Family and Medical Leave. Employers may have leave policies, which are more generous than leaves required by the law.

A complaint concerning a denial of rights under this law must be filed within 30 days after the violation occurs or the employee should have reasonably known that the violation occurred, whichever is later.

For answers to questions about the law, a complete copy of the law, or to make a complaint about a denial of rights under the law contact:

STATE OF WISCONSIN  
DEPARTMENT OF WORKFORCE DEVELOPMENT  
EQUAL RIGHTS DIVISION

201 E WASHINGTON AVE ROOM A300  
PO BOX 8928  
MADISON WI 53708

Telephone: (608) 266-6860  
TTY: (608) 264-8752

819 N 6th ST  
ROOM 255  
MILWAUKEE WI 53203

Telephone: (414) 227-4384  
TTY: (414) 227-4081

Website: <http://dwd.wisconsin.gov/er/>

The Department of Workforce Development is an equal opportunity employer and service provider. If you have a disability and need to access this information in an alternate format or need it translated to another language, please contact us.

ERD-7983-P (R-011/2010)

## **FLEXIBLE SCHEDULE**

Flex time allows for the employee and employer to mutually agree to modifications in the regular work week schedule. When practical, requests for flexing of workweek schedules shall be made one (1) week in advance. Such modifications shall be a rare occurrence. The immediate supervisor shall have the authority to grant or deny the employee's request at his/her sole discretion.

When the requested flex time is for an interruption to the shift, as opposed to flexing the scheduled start/end of a shift or flex time added to an unpaid break period, then the amount of flex time must be no less than 20 minutes. This minimum flex time requirement is necessary because under the Fair Labor Standards Act (FLSA), any amount of flex time less than 20 minutes must be considered compensated time rather than flex time.

Occasionally, unpredictable variability in workload and/or student/service delivery needs will require a variance from scheduled work hours. Flexing schedules will not result in the employee exceeding their regularly scheduled weekly hours. Flexing schedules is not to be used in lieu of proper planning, organization, or prioritizing of work duties. Flex scheduling is not to be used as a substitution for available leave time. If a position, not the individual supervisor or employee, requires more than rare flexibility in the work schedule, a description of the necessary flexibility shall be included in the essential functions section of the position job description. Inclusion of flexible schedule in the job description must meet common standards established by the District.

Employees will not be allowed to flex work time between multiple work weeks. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime.

## **FOOD SERVICE ACCOUNT BALANCES**

Employees are welcome to participate in the District's nutrition services program and are encouraged to complete a voluntary meal account deduction form to have amounts automatically deducted from their pay each payroll and placed in their food service payor account. Employees should have a positive balance in their food service payor account when purchasing meals and should not allow their payor account to have a negative balance. Should the employee have a negative account balance on the 15th of the last month of a fiscal calendar quarter (September, December, March, and June), the negative balance will be deducted from the employee's pay on the next payroll date.

## **HEALTH EXAMINATIONS**

The District requires, as a condition of employment, that all new employees obtain a physical examination, including a tuberculin skin test, or otherwise comply with the state law governing such examinations. Freedom from tuberculosis in a communicable form is a condition of employment. If the employee's tuberculin skin test is positive, a chest X-ray shall be required.



The Board shall pay the cost for any required physical examination, which shall be performed by the District's authorized physician. If an employee chooses to go to his/her own personal physician, the employee will pay any additional fees above the cost of the school appointed physician.

The physician conducting the physical examination shall prepare a report of the examination on a form prepared by the Department of Public Instruction (DPI) and available upon the DPI website. The physician shall use the report form to certify to the District that the person is free from tuberculosis in a communicable form. Subsequent physical examinations will be required at intervals determined by the School Board, consistent with state and federal laws and any applicable collective bargaining agreement provisions.

An employee may request an exemption from the physical examination requirement for religious reasons by filing an affidavit with the Board stating that the employee depends exclusively upon prayer or spiritual means for healing in accordance with the teachings of a bona fide religious sect, denomination or organization and that the employee is to the best of the employee's knowledge and belief in good health and that the employee claims exemption from health examination on these grounds. If there is reasonable cause to believe that an employee who has requested an exemption is suffering from an illness detrimental to the health of the pupils, the school board may require a health examination sufficient to determine whether the employee is suffering from such an illness. The School Board shall not discriminate against any employee for filing an affidavit seeking an exemption from the physical requirement.

The District may require that an employee submit to a job-related medical examination or inquiry, as determined necessary by the Superintendent or his/her designee.

State and federal laws prohibit employment discrimination against "qualified individuals with disabilities." In accordance with these laws, the District commits to providing reasonable accommodations to its employees in assuring that individuals with disabilities enjoy full access to equal employment opportunities. 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. Approved accommodations will be reevaluated periodically to ensure that they remain necessary, reasonable and effective.

The District shall maintain all physical examination records and other medical records in a file separate from all other personnel records, and shall treat such records as confidential medical records, in accordance with state and federal laws and regulations.

The School Board shall comply with the requirements of Wis. Stat. § 121.52(3)(a) by including in any contract with any owner or lessee of any privately owned motor vehicle transporting pupils for compensation provisions for the contractor to require physical examinations for all school bus drivers, as prescribed by Wis. Stat. § 121.52(3)(a).

LEGAL REFERENCE: Wis. Stat. § 118.25

Wis. Stat. § 121.52(3)(a)

Americans with Disabilities Act of 1990, as amended, 42 U.S.C.  
12112(d)(3)(B) and (C)

## **HEALTH INSURANCE**

The District will provide a health insurance plan to eligible support staff. In order to be eligible for a single or family health insurance plan, support staff employees must work a minimum of thirty (30) hours per week. The thirty (30) hour per week calculation will be defined by the language within the Healthcare Reform Act.

The District will contribute ninety percent (90%) of the premium for single or family coverage for twelve (12)-month or school year employees who work thirty-five (35) or more hours per week. The District will contribute ninety percent (90%) of the premium for single or fifty percent (50%) of the premium for family coverage for twelve (12)-month or school year employees who work less than thirty-five (35) hours per week.

If the District offers two plan options, the above contribution rates will be applied to the least expensive plan option. Should the employee select the more expensive plan option, the District will apply the above percentages to the least expensive plan option and the employee will additionally incur a payroll deduction for the difference in the premium over the least expensive plan option.

If both spouses are employed by the District, only one (1) family plan or two (2) single plans will be provided.

School year employees who return to work for a period of less than thirty (30) calendar days at the beginning of the school year will reimburse the District for District paid premiums paid on behalf of the employee for the months of July and August.

An employee must reimburse the employer for any health insurance premium paid by the employer for the month during which an employee ends employment with the District. The amount owed by the employee will be prorated according to the percentage of the month remaining after the employee's last day of employment. The District is authorized to withhold said amount from any monies due the employee, including salary.

The District shall contribute to an employee HRA (Health Reimbursement Account) through a third-party, MidAmerica Administrative & Retirement Solutions, LLC, to assist with the deductible portion of the health insurance plan. The HRA contribution will be deposited on July 1, coordinated with the beginning of the new plan year. Employees will have immediate access to the annual contribution and will be 100% vested in the annual contribution if still enrolled in the district's health

plan on December 31<sup>st</sup>. If the employee terminates the health plan prior to December 31<sup>st</sup>, unused HRA contributions from the current health plan year will forfeit back to the district. Employees retain any unused, vested funds from prior plan years.

In addition to the above employee HRA, the District may also choose to pay claims as incurred for a portion of the high-deductible expense via a District HRA through another third-party, Employee Benefits Corporation. If this method is employed, these are considered District funds and are not available directly to the employee. Amounts for the Employee HRA and the District HRA will be determined on an annual basis and will be summarized in an employee benefit document.

## **HOLIDAY PAY**

Holidays for employees scheduled to work twelve (12) months are as follows:

1. Fourth of July
2. Labor Day
3. Thanksgiving Day
4. Day following Thanksgiving Day
5. Christmas Eve day
6. Christmas Day
7. New Year's Day
8. Good Friday
9. Memorial Day

Holidays for employees scheduled to work less than twelve (12) months are as follows:

1. Thanksgiving Day
2. New Year's Day
3. Memorial Day

When a holiday falls on a weekend, the District shall determine, based upon the school calendar, whether the Friday or Monday closest to the holiday will be the paid holiday.

Employees will be required to be on paid status their last regularly scheduled day before and their first regularly scheduled day after a holiday to be eligible for a paid holiday, unless an illness is verified by a physician's certificate or the employee is otherwise excused by the Director of Business Services.

## **INCLEMENT WEATHER**

### **School Closing**

Twelve (12) month custodial/maintenance and secretarial staff shall be required to report to work on days school is closed due to inclement weather. Other employees deemed necessary by the administration to operate the District shall report to work, if called. In the event school is closed due to inclement weather or another emergency, employees scheduled for less than twelve (12) months may report to work on such day if the day will not be made up with an already scheduled snow make-up day, may make-up on a schedule as approved by principal, or may request to use any available personal leave instead of making up the time.

### **Early Dismissal**

All employees, except custodians and secretaries, will be excused from work when their respective building is cleared of students and secured with no loss of wage or benefits. Custodians and secretaries may be released by the Superintendent or his/her designee for reasons of safety.

### **Late Starts**

All secretaries are required to report to work at their regular starting time on days in which school is scheduled to start late. Cooks, bus drivers and custodians will be directed by their supervisor regarding their start time. Aides may report at their regular start time or choose to come in prior to the time students will be present. If an employee is unable to work their assigned number of hours for that day, he/she will be able to make up any time lost within ten (10) scheduled working days, subject to approval by the employee's immediate supervisor, provided that the time made up does not result in overtime being earned and provided that the make-up occurs within the contract year (prior to June 30). If an employee is unable to make up the time lost, he/she will be permitted to substitute his/her unused Personal Leave or Vacation time for the amount of time not worked due to the late start, provided that any Vacation time may be used in one (1) hour or greater increments only. If an employee reports to work at their normal start time on a day that begins as a late start and then is later closed AND is a day that will be made up, the employee will be paid for the actual time worked up until the time that official notification is sent that school is closed or one hour of pay, whichever is greater.

## **INVESTIGATIONS**

### **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, and to be truthful and forthcoming during such investigations. If an employee fails to be truthful and/or forthcoming during an investigation, such conduct constitutes "insubordination," a violation that will be grounds for disciplinary action up to

and including termination.

Administrative Leave: The District may place an employee on administrative leave during an investigation into alleged misconduct by the employee.

### **JURY DUTY LEAVE**

A support staff employee serving as a juror shall be excused from work on the day(s) he/she serves the court in that capacity. A support staff employee who is unable to attend work due to jury duty service on any day(s) that he/she is regularly scheduled to work will be paid his/her full salary for each working day of absence. Said employee must remit to the District any jury duty fees that he/she receives less any mileage reimbursement.

A support staff employee who has been selected to serve as a juror and therefore needs to be absent from work, must notify his/her immediate supervisor of his/her absence as soon as possible, and not less than twenty-four (24) hours before the absence. The support staff employee should return to work once released from juror duties.

### **LAYOFF/RECALL**

In the event the District decides to layoff support staff employees, employees to be laid off will be given at least two (2) weeks' notice where practicable to do so. A reduction in hours of a support staff position does not constitute a layoff. However, the District shall make every reasonable effort to notify support staff at least two (2) weeks before such a reduction in hours occurs.

Within the job classification affected, the District will consider the following criteria when selecting an employee for layoff status: qualifications of the employees within the job classification, performance of the employees within the job classification (including evaluations and other formal or informal observations), and the overall compatibility of the employees within the job classification to duties of the position and/or interests of the students served by that position. If there is a tie in the application of the above criterion, length of employment will be considered.

### **LIFE INSURANCE**

Support staff employees are eligible for life insurance if they meet the eligibility requirements for the Wisconsin Retirement System and have been an employee of the District for a minimum of six (6) months. If an employee has six (6) months of creditable service with another employer, the coverage will begin the first day of the following month of employment.

The District shall provide eligible employees with a life insurance plan. Employees electing life insurance shall pay one hundred percent (100%) of said life insurance premium.

## **MILEAGE, LODGING, MEALS AND INCIDENTALS**

The District will reimburse mileage to support staff employees furnishing their own vehicles and who are required by assignment to travel between schools, commencing at the first school assigned each day to the other school or schools and ending at the last school assigned each day. The District shall notify the employee if his/her assignment qualifies for mileage reimbursement. The reimbursable rate shall be the current IRS rate per mile.

Support staff employees who have been approved to travel outside of the District on behalf of the District are expected to use a District vehicle if one is available. If a District vehicle is not available, the District will reimburse mileage to support staff employees furnishing their own vehicles for such travel. The reimbursable rate shall be the current IRS rate per mile. Additional costs for lodging, meals, and incidentals may be reimbursed with prior approval and in accordance with District procedures.

In order to receive reimbursement for costs covered by this policy, support staff employees must complete the expense reimbursement form in Skyward and in accordance with District procedures and timely submit it to their immediate supervisor for approval by the Director of Business Services.

## **MILITARY LEAVE**

Pursuant to federal and state law, the District shall provide eligible employees with leaves of absence with or without pay for purposes of federal service in the uniformed services or active state service. Eligible employees should notify the District of the need for a leave of absence as far in advance as possible and should notify the District of the commencement date of the military leave and its expected duration. Eligible employees should also provide the District with a copy of any relevant military orders.

All rights and privileges regarding salary, benefits, status, and seniority shall be reserved to such employees as required by law.

An employee on leave shall notify the District of his/her intent to return to work in a timely manner following his/her period of military service. Failure to notify the employer of his/her intent to return within a reasonable period may subject the employee to disciplinary action up to and including termination for unexcused absence. An employee's reemployment rights and benefits after completion of federal service in the uniformed services or active state service shall be governed by any applicable federal and/or state laws.

LEGAL REFERENCE: 38 U.S.C. § 4301 et seq.

Wis. Stat. §§ 321.63-321.65, 111.321, 111.355.

## **OBLIGATION TO REPORT CRIMINAL RECORD**

All District employees shall notify their immediate 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 or any of the other offenses as indicated below:

- A. Crimes involving school property or funds;
- B. 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 educator;
- C. Crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. Crimes that involve students enrolled in the District;
- E. A misdemeanor which involves moral turpitude (an act or behavior that gravely violates moral sentiments or accepted moral standards of the community);
- F. A misdemeanor which violates the public trust; or,
- G. Providing alcohol, drugs or any illegally prohibited products to minors, on or off campus.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation, or suspension of license, and driving after revocation or suspension must be reported if the employee is responsible for driving or operating a District vehicle or piece of mobile equipment or transporting students or staff in any vehicle, even if the responsibility is sporadic. Such report shall 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. An employee's failure to report the arrest, indictment, conviction, no contest or guilty plea, or other adjudication, in accordance with this provision, may result in employee discipline, up to and including termination, depending upon the circumstances of the offense. In addition, to the extent permitted by law, the underlying facts of an arrest, indictment, conviction, no contest or guilty plea, or other adjudication may result in employee discipline, up to and including termination. In some cases, the District may place an employee on administrative leave (with or without pay depending upon the circumstances) while criminal charges are pending.

LEGAL REF: Wis. Stat. § 111.335

## **OVERTIME**

The District complies with the provisions of State and Federal Law and their respective implementing regulations regarding minimum wage and overtime for non-exempt employees. Non-exempt employees are typically hourly employees who do not meet certain salary thresholds or position types as determined by the Fair Labor Standards Act (FLSA).

Overtime pay shall be calculated at one and one-half (1.5) times the normal rate, or one and one-half (1.5) times the blended rate for persons holding more than one (1) position, for hours worked exceeding forty (40) hours per week, Sunday through Saturday. All holidays and other paid leave, excluding vacation or personal leave, shall be considered hours worked for the purpose of computing overtime. Compensatory time may be substituted for overtime pay if requested by the employee and pre-approved by the Director of Business Services. Non-exempt employees are not authorized to perform any work outside of scheduled hours without express written prior approval by the employee's supervisor. Working outside of scheduled hours without prior approval may result in discipline.

## **PAYROLL**

Payroll payments for all District employees shall be on the fifteenth (15<sup>th</sup>) and the last day of the month or the Friday before this date if a payday falls on a weekend or holiday. Payroll payments will only be distributed to the employee and will not be distributed early.

At the beginning of the school year, regular full-time and part-time school year employees will be given the option of being paid on a school year or twelve (12) month payroll basis. Annually, each such employee will be required to submit written authorization to the District office to confirm the payroll option. The default payroll selection for such school year employees shall be on a school year basis.

Pay rates for new employees will be established by the district prior to the time work is performed. All documents required for payroll purposes must be provided to the District office on or before the due date for payroll processing.

If an employee believes that an error has been made regarding his/her compensation, the employee must contact the District office immediately. Reports of payroll errors will be promptly investigated. If it is determined that an error has been made and timely reported, the error shall be promptly corrected.

LEGAL REFERENCE: Wis. Stat. § 109.03

## **PARKING**

All employees of the District must park in parking spaces that are designated for employees. Employees are required to display District parking passes in their vehicles at all times while parked on District property.

Employees whose vehicles are parked on District property may have their vehicles searched in conjunction with law enforcement and in accordance with all applicable laws.



## **PERSONAL LEAVE**

Employees will be granted two (2) days of personal leave to be used from their accumulated sick leave at the beginning of each fiscal year. Personal leave may be used for any personal reason. Employees may carry over one unused day of personal leave to the following school year for a maximum accumulation of five (5) days. Example: An employee who is granted two (2) personal leave days for the 18-19 school year, but only uses one (1), would have three (3) personal leave days available in the 19-20 school year. The typical allocation of leave time per fiscal year for a school year employee is eight (8) sick days and two (2) personal days, however it will be adjusted if the accumulated personal leave balance is greater than three (3) days. Example: If a school year employee has already accumulated four (4) personal days, they will be allocated nine (9) sick days and one (1) personal day in the coming fiscal year. The ten (10) days of leave allocated for school year employees will not be changed, just the classification of that leave as either sick or personal.

### **Limits on Use of Personal Leave**

Forty-eight (48) hours advance notice shall be given to the employee's immediate supervisor in accordance with District procedures through Employee Access and/or AESOP, as appropriate, except when unforeseen circumstances preclude such notice. An employee's immediate supervisor may grant personal leave or vacation to no more than two (2) individuals per classification on a given day except when unforeseen circumstances preclude the forty-eight (48) hours advance notice of personal leave. Requests for personal leave must be pre-approved by the employee's immediate supervisor and will be granted on a first come-first served basis. Personal leave requests will be granted in the order in which they are received at the discretion of the building principal.

## **PERSONAL SPACES – DESKS AND LOCKERS**

Employees shall have no expectation of privacy in their personal work spaces on District property, including, but not limited to, desks, filing cabinets, lockers, storage spaces, and mailboxes. The District may, at any time, and for any reason, search an employee's personal work space. Further, it is the expectation of the District that work areas on District property, including, but not limited to, offices and classrooms, shall only include professional and appropriate décor. Any employee, who displays unprofessional or inappropriate décor in his/her work area, as determined by the District, shall be asked to remove such décor.

## **PERSONNEL RECORDS**

A personnel file shall be maintained for each regular full-time and regular part-time employee in the District and may contain such information as applications, college credentials, transcripts, references, evaluations, and other pertinent employment information. The personnel file shall be maintained in either the District office or an office designated by the Superintendent and shall be kept in a secured location. Materials shall not be removed from the personnel file without permission of the Superintendent or his/her designee. An employee may not add items to his/her personnel file

without permission of the Superintendent or his/her designee, unless required by law.

Personnel records shall be maintained in accordance with state and federal laws and regulations and shall be retained in accordance with the District's record retention schedule. An employee shall have the right to review personnel records as permitted by state and federal laws. Employees who wish to access their personnel files must complete and submit a request form, which may be found on the District's website. After the request has been submitted, the employee will be contacted by the District Office to arrange an appointment within seven (7) working days.

Employees are hereby notified that the legal custodian of all records, including personnel records, is the Superintendent or his/her designee. The legal custodian is vested with full legal power to render decisions and to carry out the duties of the District under the Wisconsin Public Records Law. Requests by an employee to inspect or copy records concerning the employee will be handled by the legal custodian.

LEGAL REFERENCE: Wis. Stat. § 103.13  
Wis. Stat. §§ 19.31 to 19.39

### **POLITICAL ACTIVITY**

The District guarantees, to employees, full equality with other citizens in the exercise of their political rights and responsibilities, such as voting, discussing political issues, campaigning for candidates, and running for and serving in public office, but employees shall refrain from exploiting the institutional privileges of their positions to promote candidates or parties and activities. No employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

### **PROHIBITION AGAINST WORK STOPPAGE**

No employees of the District will instigate, promote, encourage, sponsor, engage in or picket in support of any job action including, but not limited to, sickout, slowdown, work stoppage, strike or any other intentional interruption of usual and customary work. Any or all of the employees who violate any of the provisions of this policy may be subject to discipline by the District, up to and including termination.

LEGAL REF: Wis. Stat. § 111.70

### **SEASONAL WORK**

Seasonal work during the summer months will not be posted and if within the scope of the classifications covered by this handbook shall be first offered to support staff employees that are

covered by this handbook. If the work is within the duties of the employee's same classification, the employee will be paid at their regular hourly wage.

## **SHIFT DIFFERENTIAL**

Full-time custodians hired prior to July 1, 2015 will be paid an additional ten cents (\$.10) per hour for a shift that is scheduled to begin at or after 2:30 p.m.

## **SHORT-TERM DISABILITY INSURANCE**

Support staff employees are eligible for short-term disability insurance if they meet the eligibility requirements of the provider. Employees electing short-term disability insurance shall pay one hundred percent (100%) of said short-term disability insurance premium. For eligibility requirements, please visit the Human Resources page on the District's website or contact the Human Resources Department at the District Office at ext. 1002.

## **SICK LEAVE**

### **Sick Leave Accumulation**

Twelve (12) month employees will be granted twelve (12) sick leave days at the beginning of each school year. Less than twelve (12) month employees will be granted ten (10) sick leave days at the beginning of each school year. Any unused days of sick leave may accumulate to one hundred (100) days. Annual sick leave shall be utilized prior to accrued sick leave. Employees who exhaust their annual and accrued sick leave during a year and then subsequently resign, are terminated or take an approved unpaid leave of absence prior to the end of the year, shall reimburse the District for the paid annual sick leave representing the prorated portion of the year during which the employee is no longer employed by the District. The District is authorized to withhold said amount from any monies due the employee, including salary. If an employee is unable to resume his/her duties at the beginning of the school year due to illness or other reasons for which use of accrued sick leave is allowed, he/she shall not be credited with any additional annual sick leave until he/she returns to work.

### **Sick Leave Allowable Uses**

Sick leave may be used for the following reasons: employee illness, employee medical appointments, if they are unable to be scheduled on non-work time, and illness of the employee's spouse and child(ren). An employee may also use sick leave days to care for an immediate family member who is experiencing an illness. Immediate family for this provision shall be defined as follows: parent(s)(step), brother(s), sister(s), grandparent(s), sister(s)-in-law, brother(s)-in-law, grandchild(ren), father-in-law, mother-in-law, son(s)-in-law, and daughter(s)-in-law.

## **Process for Requesting Sick Leave**

Employees must request sick leave through Employee Access and/or AESOP, as appropriate.

## **Sick Leave Verification**

The Director of Business Services, at his/her discretion, may require an employee to provide a physician's statement confirming the illness of the employee or his/her spouse, child(ren), or immediate family member.

Employees who as of June 30 have in excess of one hundred (100) sick leave days available to them shall be paid the amount of twenty dollars (\$20.00) per day for the excess days on or before July 15.

## **SPECIAL EDUCATION LICENSE**

Teacher aides who need to renew their license shall have the cost of the license renewal reimbursed by the District. Teacher aides will be required to provide competent proof of the cost of renewing their license as a condition of reimbursement under this provision. If a teacher aide leaves the employ of the District, the teacher aide will reimburse the District for the remaining pro rata value of the license at the time of separation from employment. Pro rata value shall be computed by taking the cost of the license divided by the number of years for which the license is valid to compute a per year value; the departing teacher aide will reimburse the District for the value of all years remaining on the license at the time of departure.

## **UNPAID LEAVES OF ABSENCE**

Support staff employees who have exhausted their applicable paid leave benefits may request an unpaid leave of absence for the following reasons:

- Support staff employees may request unpaid leave if they are sick and have exhausted their sick leave benefits. If a support staff employee is granted unpaid leave for personal illness, he/she must furnish a valid physician's note to confirm the illness. Unpaid leave for personal illness may not be excessive, as determined by the District. Leave requests must comply with the District's FMLA policy.
- Support staff employees may request unpaid leave for the bereavement of a non-family member. Unpaid leave for this reason will be limited to one (1) day per non-family member.
- Support staff employees may request unpaid leave in Skyward to participate in a once in a lifetime opportunity. Support staff employees who wish to use unpaid leave for this reason must explain in the description of their leave request the importance of the occasion for which he/she proposes to use the unpaid leave. Support staff employees will not be granted unpaid leave for the purpose of special

circumstances on a yearly basis.

The Superintendent has the discretion to grant or deny requests for an unpaid leave of absence. Examples of activities for, which the Superintendent will not approve an unpaid leave of absence include, but are not limited to:

- To work at another job.
- To attend a non-district initiated convention.
- For a yearly family vacation.

Support staff employees who wish to use unpaid leave must request initial approval from his/her immediate supervisor through established District procedures. If the unpaid leave is approved by the immediate supervisor, the request will be presented to the Director of Business Services. The administration shall evaluate each request for unpaid leave on a case by case basis, and shall have complete discretion to deny or grant such requests. The administration may base its decision to deny or grant unpaid leave requests on the basis of individual past requests, attendance, and other factors it deems relevant. During an approved unpaid leave of absence it shall be the responsibility of the employee to pay his/her full cost of insurance commencing on the first day of his/her absence.

Support staff employees who are approved for an unpaid leave of absence shall be guaranteed a job upon the termination of the unpaid leave.

## **USE OF SCHOOL FACILITIES, VEHICLES AND EQUIPMENT**

### **Buildings**

Employees may use school buildings for meetings without cost on regular school days, provided that such use does not interfere with previously scheduled community activities or the employees' work schedules. In order to use a school building, the employee must seek prior approval from the Building Principal, who will have the discretion to approve or deny the request based on the needs of the school. All other requests should follow the District's Facility Use policies.

### **Bulletin Boards and Mailboxes**

The District shall provide a bulletin board as a limited forum for employees to place notices, circulars, and other material on bulletin boards designated for such use. Such materials must be professional development information or other apolitical literature that is consistent with District policy and applicable law. Distributed and posted materials must also be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not contravene District policy or the law. The Superintendent and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

Subject to all applicable rules and regulations of the US Postal Service, employees shall have the right to communicate with other employees through use of the District's mail service and employee mailboxes.

### **District and Personal Vehicles**

1. District vehicles are purchased for school purposes only and should not be used for personal use by employees. District-owned vehicles include buses, vans, utility vehicles, and pick-up trucks. These vehicles will be used for transportation needs in accordance with established guidelines as defined by administration. Employees must receive pre-approval to transport students in a District-owned vehicle by the employee completing the District Alternative Student Transportation form and the Medical Opinion Form which can be found in the Human Resources area of the website and by submitting completed forms to the District Office.
2. Private, non-school owned vehicles may be used to transport students only if they comply with statutory safety requirements and District minimum liability insurance on that vehicle of \$250,000/\$500,000. If a school district employee owns a vehicle, in order to transport students, the vehicle and employee must comply with the following requirements and receive pre-approval prior to taking the trip:
  - a. Submit a copy of vehicle insurance. Minimum requirements are \$250,000/\$500,000
  - b. Submit completed District Alternative Student Transportation Form
  - c. Submit completed Vehicle Inspection Form
  - d. Submit completed Medical Opinion Form

All above forms can be found in the Human Resources area of the District website and completed forms should be submitted to the District Office for pre-approval.

### **Equipment**

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 for theft. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited to, employee badges/key cards for building entry.

Employees may use equipment for personal purposes, including computers, laptops, iPads, electronic mail, internet, audio-visual equipment, copiers and printers at reasonable times and in accordance with District Acceptable Use policies. Employees shall reimburse the District for actual costs of all printing and duplicating and reasonable costs for incidental supplies for personal purposes, as well as for the repair of any equipment which is damaged. An employee must not use District equipment for purposes of financial gain to that employee.

## **Cell Phone Use**

Hands-free cell phone operation is permitted while driving for school business purposes as long as it is allowed by local motor vehicle laws and regulations, and if the driver has the ability to continue to operate the vehicle in a safe manner. Cell phone use by bus drivers while driving a bus is prohibited, unless the bus is pulled over and fully parked in a safe location. Text messaging while driving for school business is prohibited. Other cell phone uses that distract from driving (entering or manipulating a GPS, reaching for the device, searching the Internet, reading e-mails, social media, etc.) is also prohibited.

## **VACATION PAY**

Twelve (12) month employees shall accrue vacation time during the period of July 1 to June 30, except those employees hired prior to July 1, 1993. Employees whose initial start date with the District is after July 1 of any year will have their initial vacation allocation prorated based on the first day of work. Thereafter, employees shall accrue vacation time based on the regular July 1 through June 30 period. Vacation is to be taken during the twelve (12) month period immediately following the year in which it is earned. The earned vacation schedule for twelve (12)-month employees is as follows:

- One (1) year through two (2) years eighty (80) hours
- Three (3) years through nine (9) years one hundred twenty (120) hours
- Ten (10) years through fourteen (14) years one hundred forty (140) hours
- Fifteen (15) years or more one hundred sixty (160) hours
- Persons scheduled to work less than twelve (12) months per year shall not accrue paid vacation.

A maximum of forty (40) hours of vacation time may be carried over from one fiscal year to the next with prior authorization from the Director of Business Services. All vacation leave must be scheduled and approved forty-eight (48) hours in advance with the employee's immediate supervisor. Vacation days may be used in one (1) hour or greater increments only. An employee's immediate supervisor may grant personal leave or vacation to no more than two (2) individuals per classification on a given day except when unforeseen circumstances preclude the forty-eight (48) hours advance notice of vacation day.

# WISCONSIN BONE MARROW AND ORGAN DONATION LEAVE ACT

Section 103.11, Wisconsin Statutes, requires all employers with 50 or more employees to display a copy of this poster in the workplace. Employers with 25 or more employees are required to post their particular leave policies.

Under state law all employers with 50 or more permanent employees must allow employees of either sex:

- ◆ Up to six (6) weeks leave in a 12-month period for the purpose of serving as a bone marrow or organ donor, provided that the employee provides his or her employer with written verification that the employee is to serve as a bone marrow or organ donor and so long as the leave is only for the period necessary for the employee to undergo the bone marrow or organ donation procedure and to recover from the procedure.

This law applies only to an employee who has worked for the employer more than 52 consecutive weeks and for at least 1000 hours during that 52-week period. The law also requires that employees be allowed to substitute paid or unpaid leave provided by the employer for Wisconsin Bone Marrow or Organ Donation Leave. Employers may have leave policies that are more generous than leaves required by the law.

A complaint concerning a denial of rights under this law must be filed within 30 days after the violation occurs or the employee should have reasonably known that the violation occurred, whichever is later.

For answers to questions about the law, a complete copy of the law, or to make a complaint about a denial of rights under the law contact:



STATE OF WISCONSIN  
DEPARTMENT OF WORKFORCE DEVELOPMENT  
EQUAL RIGHTS DIVISION



PO BOX 8928  
MADISON WI 53708  
Telephone: (608) 266-6860

819 N 6TH ST, ROOM 723  
MILWAUKEE WI 53203  
Telephone: (414) 227-4384

TTY: (608) 264-8752

TTY: (414) 227-4081

Website: <http://dwd.wisconsin.gov/er/>

The Department of Workforce Development is an equal opportunity employer and service provider. If you have a disability and need to access this information in an alternate format or need it translated to another language, please contact us.



## **WISCONSIN RETIREMENT SYSTEM (WRS)**

Support staff employees who meet the eligibility requirements will be covered under the Wisconsin Retirement System (WRS) and will pay the employee share of the contribution. The District will pay the employer's share for eligible employees.

## **WORKERS COMPENSATION**

The District provides a worker's compensation insurance policy, which covers the District's liability to its employees under the Worker's Compensation Act. Employees are required to notify their supervisor and immediately call the nurse triage line after a work-related injury or illness occurs. In cases of emergent care, employees must notify their supervisor immediately, seek medical care, and contact the nurse triage line as soon as practicable.

The District's established procedures for reporting work-related injuries and illnesses are posted in employee work rooms or lounges and in the office of each work location.

## **WORKPLACE SAFETY**

### **Disaster Preparedness**

All employees must become familiar with building procedures in the event of emergency such as fire, tornado intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

### **Adherence to Safety Rules**

All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:

1. Location of fire alarms;
2. Location of fire extinguishers;
3. Evacuation routes; and
4. Whom to notify in case of fire

Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.

### **Weapons Prohibition**

Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all

property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: Wis. Stat. 120.13(1), 948.60, .605, .61.

1. This prohibition does not apply where State law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this policy (e.g., law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).
2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.
3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the Superintendent.

## COVID-19 HANDBOOK ADDENDUM FOR THE 2020-21 SCHOOL YEAR

The following items were created in response to the COVID-19 pandemic, which requires the District to have increased flexibility to react to a rapidly changing environment. The addendum items were also created to explain new or revised expectations of staff or to clarify other provisions related to COVID-19. The following addendum items will remain in place until staff are notified by the District of their full or partial expiration, or until June 30, 2021, whichever is sooner.

1. **Health Screening:** We will not be using an app to monitor the health of employees. Instead, staff will self-monitor their personal health based on the [Exclusion Protocol](#) that has been shared with all staff. When you report to work, you are acknowledging that you have done a self-check of the following symptoms that are frequently associated with COVID-19:

*Any **one** of the following:* Cough, new loss of taste or loss of smell, or persistent shortness of breath **or**

*Any **two** of the following:* Fever over 100.4/chills, extreme fatigue, diarrhea/nausea/vomiting, congestion/runny nose, headache, muscle aches, sore throat

If the above symptoms are present, staff should **NOT** report to work and contact their supervisor **and** complete the “Staff COVID-19 Symptoms” Google sheet. Staff should also arrange to be tested for COVID-19.

2. **Duty to Report Exposure:** If the Public Health Department has contacted a staff member through contact tracing notifying them that they should self-quarantine or isolate, staff are expected to do so and self-report this information to their supervisor.
3. **Attendance:** Staff wondering whether or not they should self-quarantine should plan to attend work unless they have been contacted by the Public Health Department and have been told that they should quarantine. Staff should **NOT** report to work if they are symptomatic, as described in #1 above.
4. **Leave:** Staff may be eligible to use leave under the Families First Coronavirus Relief Act (FFCRA). If the FFCRA has already been exhausted by the staff member, or if the FFCRA law has expired, then the staff member would need to use their own sick leave time or unpaid leave if they are quarantined for their own health reasons or if they are a close contact of a positive COVID-19 case. If the staff member feels well enough to work virtually and there is virtual work available that can be assigned to them by their supervisor, the staff member would not need to use leave. Emergency Paid Sick Leave (EPSL) and Emergency Family Medical Leave

Act (EFMLA) under the FFCRA will follow our Handbook policies for such usage. The FFCRA is further described in the [FFCRA Staff Leave Flowchart](#).

5. **Prevention Compliance:** It is our expectation that all staff will follow the recommendations and training that has been provided to them while using the provided materials in regards to mitigating risk and sanitizing work areas. Safety precautions should include frequent washing of hands, social distancing, and wearing a face-covering when inside the building and not alone in a room.
6. **Work from Home:** It is our expectation that all staff will work from their assigned building locations.
7. **Normal Workload for Middle School Teachers:** The normal workload for a full-time middle school teacher shall consist of six (6) periods of classes and one (1) period of preparation/planning per day.
8. **Assignments, Transfers, and Vacancies:** Due to the continued shifting of duties and responsibilities within the District due to COVID-19, the District reserves the right to reassign staff to different duties and/or work locations as the need within the District dictates. We will attempt to give employees choices before reassignment, however, administrative assignments may need to be made and the position may not be posted due to time constraints. It is our intention to maintain each employee's rate of pay if said transfer is into a position of a lesser rate of pay.

**Any exceptions to the COVID-19 Handbook Addendum items will require prior approval from the Superintendent.**

**SCHOOL DISTRICT OF BLACK RIVER FALLS**

**ACKNOWLEDGMENT OF RECEIPT OF**

**EMPLOYEE POLICIES AND HANDBOOK**

I acknowledge that I have received and reviewed a copy of the School District of Black River Falls Support Staff Handbook (Handbook). I understand that it is my responsibility to read it thoroughly. If there are any policies or provisions provided to me that I do not understand, I will seek clarification from my immediate supervisor. I understand that this Handbook states the School District of Black River Falls' policies and procedures in effect on the date of publication. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time, with or without prior notice.

I further understand that nothing contained in the Handbook may be construed as creating a guarantee of future employment, future benefits or a binding contract with the School District of Black River Falls for employment or benefits or for any other purpose.

Any or all of the employees who violate any of the provisions of this handbook may be subject to discipline by the District, up to and including discharge.

I understand that I must sign and date a copy of this receipt and return it to the human resources department.

Employee Signature: \_\_\_\_\_

Print Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_