

**DENMARK SCHOOL DISTRICT**



**STAFF HANDBOOK**

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## **DENMARK SCHOOL DISTRICT**

### **STAFF HANDBOOK**

This Employee Policy Manual provides a broad overview of the Denmark School District's employment policies, practices, procedures, and benefits. The Manual is provided to you as a guideline and should not be considered all inclusive; likewise, nothing in this Handbook creates a contract or binding agreement. This Manual does not cover all of the District's policies, practices, procedures, or benefits, nor does it provide a written answer to every possible employment situation. Board policies and procedures are available on the District's website.

Notwithstanding any provision herein, and subject to applicable law, the District reserves the right to make employment-related decisions on a case-by-case basis. The District reserves the right, as allowed by law, to unilaterally interpret, change, modify, suspend, amend, delete, or cancel any provision of this Manual or procedures or benefits discussed herein at any time, without advance notice, in its sole discretion.

This Manual replaces and supersedes previous handbooks and is intended to be subservient to, and does not supersede, the Board's, policies, procedures, and rules. In case of a direct conflict between this Manual, rules, regulations or policies of the Board and any specific provisions of an individual contract or collective bargaining agreement, the individual contract or collective bargaining agreement shall control.

Absent an individual contract or collective bargaining agreement, all District employees are employed at-will, meaning both the District and the employee may terminate the employment relationship at any time, with or without notice, and for any reason or no reason at all. Nothing in this Handbook shall be construed as creating a contractual relationship or binding agreement between the District and its employees.

Each employee is responsible for reviewing the Handbook and completing the employee acknowledgement page at the end of this Handbook. It is your responsibility to read and become familiar with this information and to follow the District's policies, procedures, rules, and regulations. Failure to comply with the District's policies, procedures, rules, and regulations, including the rules in this Handbook, may result in disciplinary action, up to and including termination.

#### **Article XXXIV EQUAL OPPORTUNITY**

Equal opportunity is the District's policy. It is the District's policy to select the best qualified person for each position in the organization. The District does not discriminate against applicants for employment or against employees because of age, race, religion, creed, color, disability, pregnancy, marital or parental status, sex, citizenship, national origin, ancestry, sexual or gender orientation, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political affiliation, use or non-use of lawful products off the employer's premises during non-working hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law. This policy applies to all employment practices and personnel actions.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship in the District. A reasonable accommodation may vary and may include a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Principal. Employees can raise concerns and make reports without fear of reprisal

Employees who believe they have been the subject of discrimination in violation of this policy should file a complaint pursuant to the Discrimination/Harassment/Bullying/Retaliation Complaint Procedure in Appendix A.

## **ARTICLE II HARASSMENT**

All District employees have the right to work in an environment where they are treated with respect and dignity and are free of all forms of harassment. The District will not tolerate, condone, or knowingly allow harassment by any employee, member of the community, or third party who participates in school-sponsored activities and events.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex (including transgender status, change of sex, sexual orientation, or gender identity), color, race, ancestry, creed, religion, genetic information, national origin, age, handicap, disability, marital status, pregnancy, veteran status, citizenship status, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters, or other protected group status, which affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, student-to-employee, male-to-female, female-to-male, male-to-male, or female-to-female.

The policy of the District is to investigate thoroughly and remedy any known incidents of harassment. In order to accomplish this, all employees have a responsibility to report any incident of harassment to the attention of their immediate supervisor. Employees who feel aggrieved because of harassment are strongly encouraged to bring the matter to the immediate attention of their supervisor.

In cases where harassment is substantiated, the District will take immediate steps to end the harassment, prevent its reoccurrence, and, if applicable, remedy its effects.

Employees who believe they have been the subject of harassment in violation of this policy should file a complaint pursuant to the Discrimination/Harassment/Bullying/Retaliation Complaint Procedure in Appendix A

## **ARTICLE III RETALIATION**

It is unlawful to retaliate or take reprisal in any way against anyone who has articulated any concern about harassment or discrimination against another individual. The District prohibits retaliation against an employee who files a discrimination or harassment complaint, makes a report of discrimination or harassment, or participates in an investigation. Complaints of retaliation shall be reported and processed in the same manner as complaints of discrimination, bullying, and harassment.

Employees who believe they have been retaliated against in violation of this policy should file a complaint pursuant the Discrimination/Harassment/Bullying/Retaliation Complaint Procedure in Appendix A.

## **Article IV BULLYING/VIOLENCE IN THE WORKPLACE**

The District strives to provide a safe, secure and respectful learning environment for everyone in school buildings, on school grounds, in school buses and at school-sponsored activities. Bullying has a harmful social, physical, psychological and academic impact on bullies, victims and bystanders. The District shall consistently and vigorously address bullying so that there is no disruption to the learning environment and learning process.

Bullying behavior is prohibited in all schools, buildings, property and educational environments, including any property or vehicle owned, leased or used by the District. This includes public transportation regularly used by students to go to and from school. Educational environments include, but are not limited to, every activity under school supervision.

### **Definition of Bullying**

“Bullying” is defined as deliberate or intentional behavior using words or actions, intended to cause fear, intimidation or harm. Bullying may be repeated behavior and involves an imbalance of power. The behavior may be motivated by an actual or perceived distinguishing characteristic, such as, but not limited to: age; national origin; race; ethnicity; religion; gender; gender identity; sexual orientation; physical attributes; physical or mental ability or disability; and social, economic or family status. Bullying behavior can be:

1. Physical (e.g. assault, hitting or punching, kicking, theft, threatening behavior)
2. Verbal (e.g. threatening or intimidating language, teasing or name-calling, racist remarks)
3. Indirect (e.g. spreading cruel rumors, intimidation through gestures, social exclusion and sending insulting messages or pictures by mobile phone or using the Internet – also known as cyber bullying)

### **Definition of Violence**

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

1. Assault or battery
2. Blatant or intentional disregard for the safety or well-being of others
3. Commission of a violent felony or misdemeanor
4. Dangerous or threatening horseplay or roughhousing
5. Direct threats or physical intimidation
6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment
7. Physical restraint, confinement
8. Possession of weapons of any kind on District property (Please see Paragraph E of this Section)
9. Stalking
10. Any other act that a reasonable person would perceive as constituting a threat of violence

## **Reporting and Investigation Procedure**

Employees who believe they have been the subject of bullying or who have witnessed bullying should file a complaint pursuant to the Discrimination/Harassment/Bullying/Retaliation Complaint Procedure in Appendix A. The District will investigate complaints in accordance with Appendix A.

### **Article V TOBACCO USE**

Tobacco use, including but not limited to cigarettes, cigars, chewing tobacco, and e-cigarettes is strictly prohibited in all District buildings, anywhere on the District's premises, including in any parking areas and all District-owned vehicles, and at any school-sponsored activity (*e.g.*, field trips and athletic events).

### **Article VI WEAPONS PROHIBITION**

No one shall possess, including a CCW (Carrying Concealed Weapon) licensee, a firearm or dangerous weapon or look-alike weapon on school property, school busses or at any school-related events. This prohibition does not apply where state law prohibits a school district from restricting an 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, while on-duty or off-duty, and retired and qualified out-of-state law enforcement). State law does allow a person twenty-one (21) years or older to possess a firearm in their vehicle if the firearm is not loaded, it is encased and the vehicle is locked at all times.

This prohibition includes firearms in vehicles on school property for any person who is not at least twenty-one (21) years of age and a CCW licensee. A dangerous weapon, as defined by Wisconsin State Statutes, means any firearm, whether loaded or unloaded; any explosive device; any device designed as a weapon and capable of producing death or great bodily harm; any electric weapon, as defined in Wisconsin State Statutes; or any other device of instrumentality which, in the manner it is used or intended to be used, is calculated, or likely to produce death or great bodily harm.

### **Article VII DRUGS & ALCOHOL-FREE WORKPLACE**

The District seeks to provide a safe drug-free workplace for all of its employees. Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such (look alike), or unauthorized prescription medication, is prohibited on school premises or at school activities. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverages defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.

All employees shall be required to notify the Superintendent of any criminal drug statute conviction involving activities occurring in the workplace within five (5) days of such conviction. If the staff member is employed through a federal project, the Superintendent shall notify the agency from which the federal funds were received within ten (10) days.

Prescription drugs are exempt from this policy only when used in the amount and manner prescribed. No prescription drugs shall be brought upon premises by any person other than the person for whom the drug is prescribed. The District may require a medical evaluation and opinion as to the effect of a prescription drug upon the ability of an employee to safely perform required duties. An employee who has been prescribed

prescription drugs is required to report any substance that has the ability to interfere with the employee's performance of the essential duties of the employee's job to the Superintendent.

If the District has a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol in violation of this policy, the District may require such employee to immediately submit to a drug and/or alcohol test. Refusal to cooperate with the issuance of a drug and/or alcohol test under this policy shall be considered insubordination and shall result in disciplinary action, up to and including termination. A failed drug and/or alcohol test issued under this policy may result in disciplinary action, up to and including termination.

### **Article VIII ELECTRONIC COMMUNICATIONS POLICY**

This Electronic Communications Policy is intended to provide employees with guidance concerning use of the District's electronic communications systems, which include, but are not limited to, its desktop and portable computer systems, access to the Internet and World Wide Web, facsimile machines, voice mail, e-mail, Intranet, and telephone systems (including Blackberries and other wireless devices). This policy applies whether those systems are accessed from the District's premises or from off site. This policy also places limited restrictions on the use by employees of certain devices that they may own but use to access the District's electronic communications systems.

The District provides computers, electronic devices, Internet access, and e-mail to its employees for District business. Computers and other related equipment and devices, like all other office equipment that is provided by the District, are the property of the District. Employees should not consider any of their e-mail, Internet usage, or telephone calls made on the District's equipment or systems to be private or confidential. All such usage may be monitored or inspected at any time by the District (including personal e-mail or other personal accounts accessed with District equipment or through its systems).

Employees must remain cognizant of the fact that the use of personal devices and personal electronic accounts for purposes of conducting official District business could subject such personal devices and electronic accounts to a search for pertinent records requested via a request for such records under Wisconsin's Public Records Law. As such, the District highly recommends employees avoid utilizing personal devices and electronic accounts for purposes of conducting official District business whenever possible.

Further guidelines are available in the Board's *Network and Internet Acceptable Use Policy*.

District employees are required to sign a *Network and Internet Use Agreement*.

### **Article IX PERSONNEL FILE**

The District maintains a personnel file for each District employee. A personnel file contains essential employee information and documents grouped as follows: (1) applications, credentials, evaluations, etc.; (2) medical and FMLA documentation; and (3) employment forms and documentations. Except as otherwise specifically provided by law, individual personnel records shall be considered public records and shall be subject to examination and review as required by law.

An employee shall have the right to review the contents of his/her personnel file pursuant to the procedures required by applicable law.

Should you want copies of your personnel record, the District may charge you the costs of copying your record.

Employees who have specific questions about their personnel file are encouraged to contact Human Resources.

## **Article X YOUR INFORMATION**

It is each employee's responsibility to report changes in marital status, dependents, legal name, residences and mailing addresses, phone numbers, direct deposit information, beneficiary information, emergency contacts, and any information that may affect his/her tax withholdings or benefits. This information is necessary as it may affect your compensation, dependents' eligibility for medical insurance, and other important matters. To update any of this information, please notify the Human Resource Office.

## **Article XI EXPENSE REIMBURSEMENT**

Upon prior written authorization, an employee who incurs expenses (such as approved enrollment fees, lodging, meals and mileage) in carrying out his/her assigned duties will be reimbursed by the District upon submission of properly completed documentation, along with supporting receipts.

If you are required to use your automobile for school business, you will receive the current allowable rate promulgated by the Internal Revenue Service as mileage reimbursement. Further details regarding the current IRS rate can be found at: <http://www.irs.gov>.

## **Article XII TEACHER CERTIFICATION**

The term teacher means any person who is required to hold a certificate issued by the Department of Public Instruction (*e.g.*, classroom teachers, librarians, counselors, etc.). All teaching contracts shall immediately terminate if and when the legal authority to teach terminates. Evidence of such legal authority to teach must be filed with the District Administrator prior to the effective date of the teaching contract.

Teachers are expected to know the expiration date of their certification and meet the requirements for re-licensure/certification in a timely manner. If a teacher changes his/her certification with the Department of Public Instruction, he/she must immediately notify the District Administrator in writing.

## **Article XIII ETHICS**

It is of vital importance that the District employs personnel of high integrity who conduct themselves in a manner that warrants the respect and confidence from the citizens which we serve. It is the intent of this policy to provide a standard of conduct representing the high ethics of the educational enterprise. It is meant to ensure and protect the efficient operation of the District and to allow all employees the opportunity to perform their assignments at a professional level and to protect the integrity of the District and the employees committed to its excellence.

The Board of Education expects employees to conduct themselves according to these standards:

1. Conduct business honestly, openly, and with complete integrity.
2. Employees shall not commit any acts which constitute a violation of any of the orders, rules, procedures, or directives of the District.
3. Employees shall conduct themselves in such a manner so as not to bring discredit upon themselves or the District. Unacceptable conduct shall include that which brings the District into disrepute or reflects discredit upon the employees of the District, or which impairs the operation or efficiency of the District.
4. Use of school properties shall be for officially authorized activities only.

## **Article XIV CONFLICT OF INTEREST**

A conflict of interest is defined as any judgment, action, or relationship that may benefit an employee or another party with which the employee is affiliated because of the employee's position with the District. No employee may use his/her position to obtain financial gain or anything of substantial value for the private benefit of himself/herself or his/her immediate family, or for an organization with which s/he is associated.

No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part.

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

## **Article XV GIFTS**

Employees may not accept, directly or indirectly, any gift, money, gratuity, or other consideration in excess of \$25.00, or favor of any kind from anyone other than the District without the Superintendent's approval. An employee may not accept any gift which a reasonable person would understand to be intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees, or its students. This policy shall not apply to entertainment, food, refreshments, meals, health screenings, amenities, or beverages that are provided in connection with a conference or event sponsored by an established or recognized educational or business association. Teachers may only accept gifts from students that are not of substantial value.

It is recommended that employees decline gifts, gratuities, or favors from any organization or individual seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the Business Office for proper processing under the District's policies regarding same.

## **Article XVI POLITICAL ACTIVITY**

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

- No school employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- No school employee shall at any time make use of school equipment, technology or materials for the purpose of solicitation, election, promotion, or defeat of any referendum, candidate for public office, legislation, or political action.
- No school employee shall use in any way the classrooms, buildings, equipment, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

The teacher has a responsibility to show objectivity and neutrality in the classroom in order that various sides of an issue are presented.

### **Article XVII**

#### **TRANSPORTATION OF STUDENTS IN DISTRICT-OWNED VEHICLES**

Employees operating vehicles or mobile equipment owned, rented, or leased by the District, and employees using a personal vehicle to transport students for school activities, must comply with all traffic laws, regulations, and posted signs of the State of Wisconsin. Employees must wear seatbelts at all times when driving or riding in a District-owned vehicle. Employees operating a vehicle or mobile equipment owned, rented, or leased by the District must undergo a driver's license record check, provide notice of traffic citations, and operate the vehicles/equipment in a safe manner. Employees are prohibited from using cell phones or other communication devices (either District-owned or personal) while driving a District-owned vehicle.

District-owned vehicles shall be used only for the legitimate business purposes of the District. Employees shall not use district-owned vehicles for personal use.

### **Article XVIII**

#### **OBLIGATION TO REPORT CRIMINAL RECORD**

All District employees shall notify their immediate supervisors or administrators 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. A misdemeanor which involves moral turpitude (an act or behavior that gravely violates moral sentiments or accepted moral standards of the community);
- E. A misdemeanor which violates the public trust; or,
- F. 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 drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. 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. The arrest, indictment, conviction, no contest or guilty plea, or other adjudication may result in employee discipline, up to and including termination, depending upon the circumstances of the offense.

### **Article XIX**

#### **FAIR LABOR STANDARDS ACT**

**A. Fair Labor Standards Act.** The Fair Labor Standards Act ("FLSA") requires employers covered by the Act to pay non-exempt employees for all hours worked beyond 40 in a given workweek at a rate of one and one-half (1½) times an employee's regular rate. Non-exempt employees shall be paid in accordance with the FLSA and applicable state law.

**B. Overtime.** At times it may be necessary to work overtime. Normally, the District will seek qualified employees to work overtime on a voluntary basis before assigning overtime hours. An hourly, non-exempt employee (*i.e.*, Support Staff) will be paid in compliance with the FLSA. Unless otherwise stated in this

Handbook, overtime is paid for all hours worked in excess of 40 hours in a work week at a rate of 1½ times the employee's regular hourly rate of pay. Double (2) time will be paid for all hours worked on a Sunday or holiday unless pre-determined with supervisor to work at regular rate of pay.

Non-exempt employees are prohibited from working any hours beyond 40 in a given workweek without prior written authorization from the employee's respective supervisor. Non-exempt employees are expected to not work before, beyond or outside of their established working hours. Non-exempt employees who violate this policy will be subject to discipline, up to and including termination.

The FLSA's overtime pay provisions do not apply to employees classified as exempt under the Act. Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements set forth under the FLSA. Teachers, counselors, and administrators are generally classified as exempt employees under the FLSA. The FLSA's overtime pay provisions do not apply to employees classified as exempt under the Act. As such, exempt employees are not entitled to overtime pay regardless of how many hours they work during a given workweek

**C. Compensatory Time.** Nonexempt employees, with approval of the immediate supervisor and/or Principal, may select compensatory time off in lieu of overtime pay. Such compensatory time off will be at the same rate as the employee would receive overtime pay (*i.e.*, time and one-half or double time for hours in excess of 40 per work week). If compensatory time off is elected, the time off must be authorized in advance by the immediate supervisor.

**D. Call-In Pay.** Employees called to work hours outside of his/her regular work schedule that are not contiguous with his/her regular work schedule with less than 24 hours' notice shall be paid for a minimum of two (2) hours at the appropriate hourly or overtime rate. Employees provided at least 24 hours' notice shall be paid only for hours worked.

## **Article XX CONFIDENTIALITY**

District employees often have access to confidential information, including information regarding students, families, and other employees. This may include, without limitation, information concerning the educational and medical status or condition of a student, pupil information, the medical status or condition of an employee, employee records, and the District's business practices including purchasing and negotiating strategies (collectively "confidential information").

Confidential information cannot be disclosed to any District personnel who are not authorized to receive such information or to persons outside of the District without the express authorization of Administration. Likewise, no information concerning the internal operations of the District, including but not limited to the release of records of the District, may occur except through, and with the permission of, Administration.

Pupil information that District employees obtain as a result of their employment with the District is confidential and protected by law unless such information has been designated by the Board as pupil directory data. State and Federal law and respect for our students require that student issues are only discussed with parents/guardians and employees who need to know the information. Any requests for pupil or District records shall be referred to the District Administrator or his/her designee.

## **Article XXI DAYS, HOURS OF WORK**

### **A. School Calendar**

The Board of Education will determine and approve the school calendars.

### **B. Work Week**

The work week at the Denmark School District is defined as Sunday at 12:00 AM (midnight) to Saturday at 11:59 PM for payroll purposes. Support staff daily hours will be determined on an individual basis according to their position within the District. Daily and weekly schedules may change based on the District's need to adjust the schedule to meet the needs of the District, such as student activities on the weekends and during the evenings. The District strives to have consistency in daily and weekly schedules.

### **C. Standard Hours/FTE [For employees hired after September 1, 2017]**

A regular full-time full calendar year employee is any employee who normally works 2080 hours or more per year. [100%]

A regular full-time school year employee is any employee who normally works more than 1440 hours per school year but less than 2080 hours per school year. [100%]

A regular part-time full calendar year employee is any employee who normally works less than 2080 hours per year, but more than 540 hours per year.

A regular part-time school year employee is any employee who normally works more than 540 hours per school year but less than 1440 hours per school year.

Any employee who normally works less than 50% of full-time year shall not be eligible for fringe benefits.

### **D. Attendance and Punctuality**

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

Occasionally, an employee may need to be absent from work. Should a pattern of excessive absence from work become an issue, it will be addressed. Employees must complete all records accurately, including reasons for absence or tardiness, using the designated electronic system of the District. Requests for absence must be made in the manner established by the District.

### **E. Lunch Period**

Every teacher will be granted a 30 minute duty free lunch period in accordance with Section 118.235, Wis. Stats.—or will be contracted to work during the lunch period—for additional pay.

All employees who work over six (6) hours in a day will receive a thirty (30) minute paid lunch period. Those who work between four (4) and six (6) hours per day will receive a fifteen (15) minute paid break period. While this lunch period will normally be duty-free, employees will not be allowed to leave the work facility

where they are primarily assigned without prior approval of the supervisor. Duties can be assigned during the lunch breaks in the case of an emergency situation.

#### **F. Work Day and Professional Obligations**

A teacher's work day will be established by the District, normally through the Administration in each building. Regular building hours for teachers are eight hours per day, including a duty-free lunch period of at least 30 minutes. The starting and dismissal times, which may vary based on assigned responsibilities and professional obligations, shall be determined by the building principal. Exempt employees are expected to work at least 40 hours per week. While the work day generally ends at 3:30 p.m., it is important to remember that teachers are professional employees and are expected to be present and available to carry out their professional responsibilities. Teachers have professional obligations which may require work hours which extend beyond 3:30 p.m. at times. Some examples (not all inclusive) of professional obligations are the following:

- Attendance at IEP meetings;
- Attendance at faculty meetings;
- Teacher initiated communication to a parent/guardian;
- Parent/Guardian requests a meeting;
- Preparation of instructional materials; and
- Participation in school activities: graduation, open house, supervision of public performances of children in plays, concerts, or other activities in the area of teaching.

#### **G. Emergency School Closings**

In the event of a school closing as the result of inclement weather or emergency conditions, the District Administrator, or his/her designee, will determine which employees will be required to report to work. At no time may nonessential employees report to work on emergency school closing days without prior approval of the District Administrator or his/her designee.

### **Article XXII GRIEVANCE PROCEDURE**

The District has adopted a grievance procedure in accordance with Wis. Stat. § 66.0509(1m). The grievance procedure outlines the actions which may be grieved, the employees who are eligible to utilize the grievance procedure and the procedures and processes for resolving grievances. The grievance procedure is attached as Appendix B to this handbook. If you have questions regarding the policy, please contact the District Administrator.

### **Article XXIII WORK APPROPRIATE ATTIRE**

Employees are expected to be in appropriate attire which is consistent with their job duties. Jeans and flip flops are not considered to be appropriate work attire, except that jeans may constitute appropriate work attire for custodial staff members. During special occasions and events, staff are permitted to wear casual wear, such as jeans, or dress up attire, such as costumes or spirit wear. However, even during days/events falling under the purview of "special events" or "special occasions," staff members are expected to use common sense when

determining what casual wear, costumes, etc. are appropriate to wear to work. For example, jeans with holes, rips, fading, or other damage are not considered appropriate casual wear. Similarly, during “special events” or “special occasions” which occur during school hours or other times when students or parents are present in District buildings (*e.g.*, open house, conferences, etc.), flip flops or other sandals or shoes which are not appropriate for the work or environmental conditions do not constitute appropriate casual wear.

The determination of which particular events or occasions constitute “special events” or “special occasions” shall be at the sole discretion of the District Administrator or his/her designee. Staff shall be notified in advance of which days and events are designated as “special” by the District Administrator or his/her designee.

## **Article XXIV SALARY**

### **A. Annualized Payroll**

Employees scheduled to work a school year basis will be paid over a twelve (12) month period, except that teachers will receive all summer pay via one check on June 15.

### **B. Payroll Dates**

The District payroll will be distributed on the 15th and 30th of each month. In the event of a legal holiday, or if the pay date falls on a Saturday, the payday will be the day prior. If pay day falls on a Sunday, payroll will be paid on the previous Friday.

### **C. Direct Deposit**

Direct deposit is required for payroll for all District employees. Employees may elect a financial institution of their choice for direct deposit. Payroll will be distributed by direct deposit to one designated bank account.

### **D. Co-Curricular**

Co-curricular pay schedule is available in the District Office.

### **E. Supplemental Pay**

Decisions regarding supplemental pay, above and beyond base wages, are within the sole discretion of the Board.

### **F. Deductions from Paycheck**

Deductions will be made from your paycheck as required by law, including federal and state withholding tax and any garnishments or other deductions. Your deductions will be itemized on your check history. If you have any questions about the amounts shown on your paycheck or how they were calculated, please contact the Human Resource Office.

### **H. Salary Deductions**

The District is required to pay employees at least the minimum federal or state minimum wage for all hours worked and overtime pay (time and one-half) for all hours worked in excess of 40 hours in a work week. However, some professional and administrative employees whose positions meet specific tests established by FLSA and applicable state laws are exempt from overtime pay requirements. These exempt employees are paid on a salary basis, the amount of which does not vary based on the quality or quantity of the work actually performed. Subject to certain exceptions, an exempt employee must receive a full salary for any work week in

which the employee performs any work. Deductions for both exempt and non-exempt employees will only be made as authorized by the employee or as allowed under federal or state wage and hour laws.

The District is committed to making only those salary deductions which are proper under federal and state law and otherwise complying with all of the requirements of the law. If an employee has received any deduction that he/she believes to be improper, please direct the question to the Payroll Department.

**Article XXV  
PROFESSIONAL DEVELOPMENT**

Teachers may utilize the Denmark Growth and Professional Development Plan for information on credit approval and using earned credits for point value.

Support staff employees are eligible to attend job-related courses, seminars or workshops, at District expense, in accordance with District policy.

Certification for Special Educational Paraprofessionals: The District shall reimburse employee for the DPI certification/license fee required for Special Education Paraprofessionals.

**Article XXVI  
NONRENEWAL**

Teachers employed in the District are subject to non-renewal on a statutory basis, as prescribed in Section 118.22, Wis. Stats.

**Article XXVII  
REDUCTION IN FORCE**

The District retains the right to lay off employees, in whole or in part, and to retain those employees who are most qualified to perform the available work, regardless of their length of service with the District. While the District values the experience of professional educators, years of service to the District will be just one of the criteria used in determining layoff.

The needs of the employer shall be the prime consideration used in the employer's determination of which employees shall be laid off. The rehiring of the employees that have been laid off shall be determined by the employer based on its need for the most qualified person to perform the available work. In assessing its needs, the District shall consider, among other factors, certifications, requisite skills, reductions in overall student population, needs of the overall student population, and budgetary considerations.

**Article XXVIII  
RETIREMENT**

**Professional Staff**

Any teacher who, as of July 1, 2012, has the equivalent of twenty (20) full years of service to the Denmark School District will be eligible for a Health Reimbursement Account that provides: \$32,500 per retiree to be used for qualifying health benefits upon retirement. The establishment and funding of this HRA benefit shall be subject to the applicable laws governing HRA benefits and taxation. The HRA provider shall be chosen by the Denmark School District.

In addition to having earned twenty (20) years of employment as of July 1, 2012, to be eligible for this benefit the teacher must also retire from the Denmark School District, but not prior to the age of 55.

Subject to the conditions above, fulltime teachers with less than the number of fulltime years within the District to qualify for the \$32,500 HRA benefit referenced above (twenty (20) years as of July 1, 2012), qualify to receive the following retirement benefit:

This benefit begins July 2012 and payments to the HRA are not retroactive.

As of July 2012:

- Teachers with at least 10 fulltime years within the District will receive a contribution of \$200 per month paid into an HRA chosen by the Denmark School District with contributions beginning on July 2012; or
- Teachers with 0-9 fulltime years within the District will receive a contribution of \$100 per month paid into an HRA chosen by the Denmark School District with contributions beginning in July 2012.
- For those teachers hired after July 2012, contributions of \$100 per month will begin the month of their first payroll.
- Teachers on non-paid leave or disability leave are **NOT** eligible for this benefit.

Teachers hired before July 2018, must complete six (6) years of employment with the District to receive any retirement benefit when their employment with the District terminates.

Teachers hired after July 2018, must retire with the District to receive any retirement benefit.

This retirement policy may be changed from time to time at the discretion of the Board of Education. In addition, the Board may establish an HRA plan or other policy to implement this policy. To the extent, if any, of a conflict between any HRA plan document and this policy, the plan document will prevail.

### **Support Staff**

Each support staff employee who has at least fifteen (15) years of continuous service to the District at the time of retirement shall be entitled to benefits at retirement at age 55 or older, as follows:

For every hour in a retiring employee's sick leave bank, up to a maximum of 240 hours, the district shall make a payment into a non-elective TSA in the amount of that employee's hourly rate at retirement.

## **Article XXIX RESIGNATION**

All employees are required to submit to their immediate supervisor/principal and the District Administrator written notice of their intent to terminate employment with the District. Such notice should be received as soon as possible, but at least ten (10) working days prior to the effective date of the resignation. Employees with individual contracts have a schedule of resignation dates with associated liquidated damages set forth individual contracts.

**Article XXX  
PAID AND UNPAID LEAVE<sup>1</sup>**

The benefits provided herein may be modified by the District, in its sole and absolute discretion, at any time.

**A. Paid Time Off (PTO)**

The District will provide employees with a Paid Time Off (PTO) program that combines sick leave, emergency leave, and funeral leave into a single bank of time off. The program is designed to offer the flexibility you need to balance home life with work, whether you have a family member who is ill or other personal or family emergencies. The PTO program provides you with paid time away from work throughout the school year.

An employee may use PTO for both planned and unplanned absences, and it is up to the employee to decide the purpose for which it will be used. For example:

Medical, dental, or other appointments	Personal emergencies
Recognized religious holidays	Care of a sick family member
Household emergencies	Funeral leave

At the start of each school year, each employee will be allotted days based on their employment.

- Eight (8) days will be granted annually for persons employed 9 to 10 months per year—cumulative to one hundred (100) days.
- Nine (9) days will be granted annually for persons employed 10 to 11 months per year—cumulative to one hundred ten (110) days.
- Ten (10) days will be granted annually for persons employed 11 to 12 months per year—cumulative to one hundred twenty (120) days.

The District shall maintain records of each employee’s accrual of accumulated PTO leave on an hourly basis. PTO leave may be used in increments of one hour or more.

An employee’s PTO allotment shall be credited to the employee at the beginning of the fiscal year. Up to eight (8) days of unused PTO may be carried over at the end of the fiscal year. PTO will be allowed to accumulate to a maximum of 80 days, inclusive of the allowance for the current year.

When an employee becomes eligible for benefits under the District’s disability program, the employee will no longer receive PTO payments.

Nothing in this section shall be interpreted as limiting the District’s ability to discipline or discharge employees for excessive absenteeism.

What PTO is Not. PTO is not a paid vacation. PTO requested for a family vacation will not be approved. The abuse of PTO may result in discipline, up to and including termination.

**B. Personal Leave**

In addition to PTO, a base allotment of two (2) personal leave days will be granted each school year. Notice of intent to use a personal leave day shall be filed with the building principal at least five (5) school days in

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<sup>1</sup> With regard to any paid leave described in this Handbook, less than fulltime employees receive such paid leave on a pro-rated basis.

advance—when possible. Said personal leave day will be deducted from accumulated sick leave. Personal leave days may not be used during the first five (5) school calendar days or the last five (5) school calendar days of each semester without the building principal’s approval. No more than 10% (rounded to nearest whole number) of each building’s staff will be allowed off on a given day. Requests will be honored on a first-come first-served basis.

Unused personal days may be carried into future years. Ten (10) personal days including those for the current year will be the maximum accumulation. A maximum of five (5) personal days may be used in any given school year.

**C. Vacations**

Vacation days shall be granted to regular full-time calendar year (12-month) employees in accordance with the following schedule:

At date of hire	2 weeks of vacation (10 days) per year (maximum use of one day per month during first three months of employment)
After five (5) years of employment	3 weeks of vacation (15 days) per year
After ten (10) years of employment	4 weeks of vacation (20 days) per year
After 35 years of employment	23 days of vacation per year
After 40 years of employment	25 days of vacation per year

Vacation schedules shall be prorated for all regular full-time calendar year employees hired after July 1 of any year.

Vacation is earned on a monthly basis and accrues each year on the employee’s anniversary of his or her date of hire. Up to one week vacation may be carried over from year to year. Any additional unused vacation will be lost at the end of the year.

Employees can view their time off in the Skyward Employee Access computer program. Vacations shall be pre-approved by the immediate supervisor and/or Principal.

At the termination of employment, compensation will be paid for any earned but unused vacation days which will be equal to the daily pay times the number of accumulated vacation days remaining at the time of the employee’s termination. Unused vacation pay will be remitted on the final paycheck.

Any nine (9) month employees who are subsequently hired into a twelve (12) month position shall earn pro-rated vacation time status dating back to his or her first date of continuous service with the District. If the employee is or has been less than full-time, that employment will also be converted to full-time equivalency to determine vacation time status.

**D. Paid Holidays**

All employees are entitled to paid holidays for those holidays recognized by the District and which fall within the employee’s work year. If a holiday falls on a scheduled workday, an employee will be compensated for the holiday in an amount equal to the number of hours the employee is normally scheduled to work on that day, multiplied by his/her regular rate of pay. If an employee does not work every normal workday (Monday through Friday) and a holiday falls on a day when the employee is not normally scheduled to work, such employee will receive holiday pay in an amount equal to the employee’s “normal daily rate”.

If a holiday falls on a Saturday or a Sunday, it will be celebrated and paid as though it had occurred on a Friday or a Monday unless otherwise determined by the District. If school is in session on such Friday or Monday,

employees will receive an additional day of pay at his/her normal daily rate. If a holiday(s) falls within a vacation period of the employee, the employee will be paid for the holiday(s) and the holiday will not be counted as used vacation time. Employees on sick leave or an approved leave of absence shall not receive holiday pay.

The following holidays will be paid holidays:

- July 4 (available 12-month employees only)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day (available to 12-month employees only)
- Christmas Day
- New Year's Day
- Good Friday
- Memorial Day
- New Years Eve Day (available to 12 month employees only)

Substitution of holidays will not be allowed when school is in session on a day that precedes or follows a holiday. The District Administrator retains the right to determine appropriate holiday substitution and will work with employees to stagger the use of the holiday to have the least impact on the operation of the District.

If the District calls in employees on a holiday for emergency purposes, the employee will be paid two times his/her normal rate (except when school is in session).

**E. Child Rearing/Adoption Leave**

Following the exhaustion of any rights under FMLA policy, the Board may grant an additional child rearing/adoption leave of absence (without pay) for a period of up to one (1) year for staff. (Twins are to be treated as one (1) child.) Application for this leave must be made to the Board at least three (3) months prior to the anticipated starting date.

During the leave, the employee will continue to have a contract and may continue his/her allowable fringe benefits upon advanced payment of total premium(s) through the COBRA plan.

Employees on leave must notify the District Administrator in writing of their intent to return for the succeeding school year by April 15, or if the leave's termination date is during the school year, such notification of intent regarding return to work must be made at least one (1) month prior to the intended date of return. These return dates are to be scheduled for natural breaks to minimize disruptions.

**F. Short Term Leave of Absence**

An employee may take up to three (3) days Short Term Leave of Absence during a one (1) year period—without pay. Short Term Leaves of Absence must be requested at least five (5) school days in advance. Short Term Leaves of Absence may not be used during the first five (5) school calendar days or the last five (5) school calendar days of each semester. No more than 10% (rounded to nearest whole number) of each building's staff will be allowed off on a given day. The one (1) year period commences when an employee uses his/her first Short Term Leave of Absence day. Requests will be honored on a first-come, first served basis. Employees on a leave of absence may continue his/her allowable fringe benefits upon advanced payment of total premium(s) for the duration of the leave.

**G. Voluntary Leave**

An employee with at least five (5) years of service to the District may request a school year or two (2), one (1) semester non-paid, leave(s) of absence (referred to as Voluntary Leave) subject to Board approval. Lesser amounts of leave time may be taken subject to Board approval. Said request shall be made by May 15 and the Board will decide whether to grant the request by June 15 in the school year preceding the requested leave. When determining whether to grant the employee's request for unpaid leave, the Board shall weigh the employee's request against the impact that granting such request will have upon the District's students. During the leave, and the employee may continue his/her fringe benefits, if applicable, upon advanced payment of the total premium(s) on a monthly basis through the COBRA plan.

Teachers on voluntary leave shall be under contract with the District and shall give their intent for the succeeding year by April 15. All other employees must provide at least 90 days' notice of their return. Upon return from such leave, an employee will be assigned to his/her former job (at the pay rate in effect at the time of return), if available, or to an open position closest in terms of job duties, wages, hours, shift, etc.

**H. Jury Duty Leave**

Each employee will be released to serve jury duty without loss of pay or other benefit. The employee will receive his/her normal daily pay from the District for each day the employee is absent because of being on a jury panel or serving jury duty. The employee will turn over to the District the fee paid by the court to the employee for serving on a jury up to the value of the employee's normal daily wage excluding meal and travel allowances provided by the court.

If such duty requires an employee to serve only a portion of the day, the employee shall return to his/her regular duties for the balance of the employee's regularly scheduled hours of work.

An employee will be granted leave with pay and without loss of other benefits to answer any summons or subpoena, which requires the employee's presence or testimony during their normal work hours, where said summons or subpoena is issued for a reason other than a personal infraction of the law by the employee.

**I. Unauthorized Leave**

Any employee who is absent from work for two (2) days or more for other than an approved leave shall be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.

In the event the employee does not return to work following the expiration of an approved leave, he or she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.

An unauthorized leave is an absence that has not been approved by a supervisor or the District Administrator.

**J. Family and Medical Leave Act ("FMLA") and Military Caregiver Leave Policy**

The District will maintain complete compliance with the Family and Medical Leave and Military Caregiver Leave policy attached as Appendix C to this Handbook. If you have questions regarding the policy, please contact the District Administrator.

**K. Uniformed Services Leave**

The Board shall grant unpaid leave to employees performing duty, whether voluntary or involuntary, in a uniformed service in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

**L. Donating Personal Days**

Employees may donate unused personal days to fellow staff members who are on an unpaid leave because of a personal or family illness. Employees who donate such days will remain anonymous. (The rate of pay will be that of the receiving person.)

**Article XXXI  
WORKER'S COMPENSATION**

An employee who sustains an injury while performing duties within the scope of his/her employment shall immediately report any injury to the Business Manager. Employees who qualify for Workers' Compensation, as provided in Chapter 102 of the Wisconsin Statutes, will be paid benefits as provided by state law. Any payments received by the employee will be limited to that provided by the Workers' Compensation carrier. The District will not supplement any Workers' Compensation payments.

**Return To Work**

In the event you have suffered an injury or illness that prevents you from returning to work at full duty status, the District may offer you temporary light duty assignments consistent with the restrictions prescribed by your medical provider. In such circumstances, it is your responsibility to keep the District informed as to the status of your restrictions and any changes to them. The District will assign you tasks consistent with your restrictions, but it is your responsibility to notify your supervisor if the tasks assigned to you cause you further pain, discomfort or injury. Moreover, the restrictions prescribed by your medical provider are not limited to the workplace. The District expects you to follow all such restrictions during your period of convalescence, whether at work or away from work. If the District learns that you have engaged in conduct away from the workplace that conflicts with your prescribed restrictions, such information will be reported to the District's worker's compensation carrier, if appropriate.

**Article XXXII  
WISCONSIN RETIREMENT SYSTEM**

The District will pay one-half (1/2) of the actuarially required amount as determined by the Wisconsin Department of Employee Trust Funds for participation in the Wisconsin Retirement System. The employee is required to pay, by payroll deduction, the other one-half (1/2) of the actuarially required amount.

**Article XXXIII  
INSURANCE BENEFITS**

The District will, each fiscal year, determine the level of benefits for all employees including professional and support staff. The level of benefits available to employees may vary based on position as well as the number of hours regularly worked by the employee for the District.

For purposes of this Article, full-time is defined as eight (8) hours per day.

The District will pay summer insurance at the same level paid during the school year for eligible 9-month employees.

Employees must be employed by the District on a full school year basis at 50% or more for the entire year in order to qualify for participation in the benefits noted below. Insurance benefits are governed by the actual insurance policies/plan documents. If there is any conflict between the language of this Handbook and the insurance policies/plan documents, the policies/plan documents shall prevail. Any benefits will be prorated for those not employed fulltime.

**A. Health Insurance**

The District will pay 88% of the monthly premiums toward the premium cost of a family, employee-plus 1, or single health insurance plan (prorated for those working less than full time). The District will determine the health insurance provider carrier(s), plan composition, program and coverage. The District will notify staff prior to making any change in the insurance plan, carrier or benefit and/or coverage, premium share amounts, levels and will give staff the opportunity to comment on the proposed change.

Health Savings Account. Staff members who elect the District's offered high deductible insurance plan will receive a District match, as annually set by the Board of Education that shall be deposited into the staff member's HSA account established by the District at the Denmark State Bank.

**B. Group Life Insurance**

The District will provide group life insurance for all eligible employees. Eligible employees are those who work at least 50% (four hours per day). The District will provide group life insurance in an amount equal to one (1) times the annual salary rounded to the next highest thousand dollars. The District will determine the life insurance provider carrier(s), plan composition, program and coverage. If there is any conflict between the language of this Handbook and the insurance policies/plan documents, the policies/plan documents shall prevail.

Example A: Teacher A receives a contract salary of \$20,100 based on degree schedule. Insurance coverage: \$21,000.

Example B: Teacher B receives a contract salary of \$20,950 based on degree schedule. Insurance coverage: \$21,000.

**C. Long Term Disability Plan**

The District will offer a long term disability plan. Plan benefits may vary from year to year depending on the company providing the coverage. The District will determine the long-term disability insurance provider carrier(s), plan composition, program and coverage.

**D. Dental Insurance**

The District will pay 88% of monthly premiums toward the premium cost of a family, employee-plus 1, or single dental insurance plan (prorated for those working less than full time). The District will determine the dental insurance carrier(s), plan composition, program and coverage. The District will make reasonable efforts to notify employees prior to making any change in the insurance plan, carrier or benefit and/or coverage levels.

**Additional Professional Staff Benefits**

**E. Cafeteria Plan/Alternative Benefit Plan (ABP)**

1. The Cafeteria Plan year shall be January 1 through December 31. It will be effective on the first of the month following ratification by both parties and after the cafeteria plan document permits a "cash in lieu of" option.

2. Teachers who are employed at fifty percent (50%) or greater contract may elect through the cafeteria plan either to be provided with the District's health insurance coverage as described above or to receive the alternative benefit plan (ABP) as set forth below.

3. Employees eligible for insurance may choose, at the beginning of each Cafeteria plan year, between:

- Participation in the District's health plan; or
- A payment equal to \$3,000 per year, prorated at \$250 per month (part-time employees will receive a prorated amount to be determined based on FTE).

4. The District will facilitate the deferral of the payment into a tax sheltered annuity (TSA) plan. If payment of the ABP into a TSA is not permissible due to state or federal law, then the cash compensation amount shall be paid to the employee as additional taxable earnings. In either case, the ABP payment shall be not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the teacher's payroll check.

5. Beginning Eligibility Date for Cafeteria Plan:

- New Employees: Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees must enroll in the cafeteria plan within thirty (30) days of the employee's first day of active service. Absent a "qualifying event," *i.e.*, loss of spouse health coverage, etc., the employee must continue to take the chosen option until the end of the cafeteria plan year. If the new employee's first date of active service is after the 15th of the month, no cash contribution is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.
- Current Employees: Current employees, when permitted by applicable Internal Revenue Code Section 125 "cafeteria plan" rules, must make a written cafeteria plan election initially prior to the beginning of the subsequent cafeteria plan year. Absent a "qualifying event," *i.e.*, loss of spouse health coverage, etc., the employee must continue with the chosen option until the end of the cafeteria plan year. Once the employee is eligible to begin with the ABP in lieu of health insurance, contributions will begin with the first paycheck beginning after the cafeteria plan year starts.

6. Any member who waives participation in the District group health insurance plan and elects to receive the ABP in lieu of health insurance, may enroll in the group health insurance plan annually or at a later date in the case of a "qualifying event," subject to the enrollment terms, timelines and conditions set forth in the group health insurance contract and the plan's cafeteria rules. The payments under the ABP shall cease effective with the month in which the employee commences participation in the group health insurance plan.

7. The Board may discontinue the ABP in lieu of health insurance benefit for the following cafeteria plan year if one (1) of the following occurs:

- The discontinuation is a result of a change in state or federal legislation that materially reduces the cost of health care (*i.e.*, a universal type health care plan); or
- The ABP has resulted in an added expense for the District.

If the Board discontinues the ABP it shall provide an “open enrollment” opportunity for participating employees to enroll in the group health insurance plan.

**F. HRA Benefit for Unused Leave Time**

Full time professional employees accrue up to a maximum of 10 paid leave days per fiscal year. Paid leave may be banked and carried over from year to year, but no employee may accrue more than 110 days of paid leave at any point in time during their employment with the District.

By June 30<sup>th</sup> of each fiscal year, professional staff employees who have accumulated more than 100 days of paid leave, subject to budgetary constraints and at the sole discretion of the Board, may receive an annual paid leave accumulation of up to 10 days at a rate of \$50 per day in the form of an employer paid HRA contribution.

As an example, Teacher A has 107 paid leave days as of June 15. 7 days will be paid at a rate of \$50 per day into Teacher A’s HRA account for the purpose of future medical expenses. Conversely, Teacher B has 90 paid leave days as of June 15. Teacher B is not eligible for the paid leave payout defined benefit.

**G. Additional Benefits**

**A. Flexible Spending Account:**

Employees are eligible to participate in a flexible spending account (Section 125 Plan) to pay for the employee’s share of insurance co-payments, child care expenses, etc. There will be no charge to an employee for administration costs related to participating in the Section 125 Plan.

**B. Tax-Sheltered Annuity:**

Employees may participate in the District’s tax-sheltered annuity program.

**Article XXXIV  
TEACHER CONDITIONS - CLASS LOAD**

The District will have the authority to assign instruction or extra duty coverage at all levels during non-teaching time. Duties may involve supervision of students. However, the District will make every effort to maintain preparation time for teachers, but the District will not guarantee the length of preparation time for each day.

**Article XXXV  
SUBSTITUTE WORK**

If a regular substitute cannot be secured for an absent teacher, the Administration will seek volunteers for coverage. If volunteers cannot be obtained, the Administration can require a regular teacher, during that teacher’s preparation time, to substitute for the absent teacher. For such substitute teaching, teachers will be paid at the current rate paid substitute teachers at a per hour basis or compensated in another matter as determined by the teacher and the building administrator.

**Article XXXVI  
PAYROLL DEDUCTION**

The District will offer a program to members that will allow them to manage financial investments and other services through payroll deduction.

**Article XXXVII  
WORK PLACE SAFETY**

It is in the interest of the District to provide a safe environment for employees and to properly manage any conditions, hazards, or incidents that develop so as to minimize injury and other forms of loss. All employees shall adhere to District safety policies and procedures and shall immediately report unsafe conditions or practices to the appropriate supervisor.

**Article XXXVIII  
REPORTING OF CHILD ABUSE AND/OR NEGLECT**

The District is concerned with the health, safety and welfare of all children and recognizes the legal and ethical obligations that school employees have to report suspected or threatened child abuse or neglect. Therefore, the District expects school employees to carry out those obligations with due diligence in accordance with state law requirements.

Any school employee having reasonable cause to suspect that a child seen in the course of their professional duties has been abused or neglected, or having reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect will occur, shall report that suspicion or belief to the Brown County Child and Family Services Department, a child welfare agency under contract with the Department of Public Instruction, or the local police department as required by state law. The employee must also contemporaneously report such suspicion or belief to the Principal, District Administrator, or designee. The Principal, District Administrator, or designee shall promptly notify the appropriate local authorities, as well. Employees of the District that have reasonable cause to believe that a student seen in the course of professional duties has been threatened with an injury and believes that abuse of the student will occur shall follow the same reporting procedures. District employees shall not contact the child's family to determine the cause of any suspected abuse or neglect.

Any employee of the District participating in good faith in the making of a report is immune from any liability, civil or criminal. District employees who fail to report suspected abuse or neglect are subject to a fine or imprisonment. In addition, employees may be subjected to legal action if it is established that the employee had prior knowledge which, if reported, may have prevented further injury.

To maintain awareness on the part of employees of their child abuse and neglect reporting responsibilities under this policy and state law, all employees shall participate in required training in identifying and reporting child abuse and neglect, as required by state law.

**Article XXXIX  
PERSONNEL-STUDENT RELATIONSHIPS**

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Employees must conduct themselves in ways that do not distract from or disrupt the educational mission and services provided by the District. Employees shall maintain appropriate personnel-student relationships and boundaries based on a reasonably prudent educator standard.

Personnel-Student Conduct Guidelines. The following non-exhaustive guidelines establish parameters for personnel-student relationships.

A. Employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo,

requests for sexual favors, or sexually explicit or suggestive language or conversation (including, but not limited to, any sexually explicit or suggestive electronic communications with the student).

B. Employees shall not form prohibited personal relationships with students, regardless of whether the student is 18 years old or older, and regardless of whether the student consents. Prohibited personal relationship means relationships between an employee and a student including, but not necessarily limited to: dating, any touching of an intimate or sexual nature, sexual contact or sexual relations, any touching otherwise prohibited by law or objected to by the student, giving a gift of personal clothing or a gift having a sexual overtone, making comments of a sexual nature or reflecting sexual innuendo to or about a student, or any other like activity.

C. Employees shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

D. All electronic communication by an employee to a student relative to the educational services provided to the student shall use a means provided by or otherwise made available by the District.

E. All employees are prohibited from improper fraternization with students using social networks, cell phone, texting, or telephone.

F. It is recommended that District personnel do not “friend” students, former students under 18 years of age, or the families of students in order to maintain the appropriate role of a professional educator. In the eyes of the law, all educators are considered to be in a “position of trust” both inside and outside of the classroom.

G. It is recommended that employees do not provide private mobile or home phone numbers without prior approval of the Superintendent.

H. All employees are prohibited from taking a student off school grounds or away from a school-sponsored activity, and/or meeting with a student off school grounds without specific written permission from a student’s parent and the approval of the Principal. An employee may transport a student in a situation necessary to protect a student’s health, safety, or welfare. In such situations, the employee must immediately report the emergency to the Principal.

I. Employees may not exploit a relationship with a student for personal gain or advantage.

J. Employees shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student, including sexual conduct or a romantic relationship with a student.

It is very difficult to identify each and every circumstance that a reasonable person would conclude is, or might lead to, an inappropriate relationship between educator and student. If there is any question as to a particular situation, employees are strongly encouraged to address the situation with the Superintendent.

Unacceptable Conduct. Examples of inappropriate personnel-student relationships include but are not limited to the following:

- Any type of inappropriate physical contact with a student or any other conduct that might be considered harassment under the Board and District’s policies on harassment and sexual harassment;
- Showing pornography or other inappropriate material to a student;
- Singling out a particular student or students for personal attention and friendship beyond the professional staff-student relationship;
- Socializing where students are consuming alcohol, drugs or tobacco;

- For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to refer the student to appropriate guidance/counseling staff. In either case, staff involvement should be limited to a direct connection to the student's school performance;
- Sending students on personal errands unrelated to any educational purpose;
- Banter, allusions, jokes or innuendos of a sexual nature with students;
- Use of inappropriate language with students or in a place where students may hear the language;
- Disclosing personal, sexual, family, employment concerns, or other private matters to students;
- Addressing students, or permitting students to address staff members with personalized terms of endearment, pet names, or otherwise in an overly familiar manner;
- Maintaining personal contact with a student outside of school by phone, email, Instant Messenger or internet chat rooms, social networking websites, or letters (beyond homework or other legitimate educational concerns without including the parent/guardian.
- Receiving personal gifts, cards, or letters from a student having a value in excess of the \$25.00 threshold limit established pursuant to District policy;
- Providing personal gifts, cards, or letters to individual students unrelated to the student's education;
- Socializing or spending time with students (including but not limited to activities such as going out for beverages, meals or movies, shopping, traveling, and recreational activities) outside of school sponsored events, except as participants in organized community activities;
- Asking a student to participate in a personal project (whether it be academic or social in nature) without the prior informed consent and written authorization of the Principal or Superintendent and the student's parents/guardian;
- Giving a student a ride alone in a vehicle in a non-emergency situation; and/or
- Unnecessarily invading a student's privacy, (e.g. walking in on the student in the bathroom.)

Appearances of Impropriety. The following activities can create an actual impropriety or the appearance of impropriety. Staff should avoid these situations. If unavoidable, these activities should be pre-approved by the Principal or Superintendent. If not pre-approved, the staff person must report the occurrence, to the Principal or Superintendent, as soon as possible.

- Being alone with an individual student out of the view of others;
- Inviting or allowing individual students to visit the staff member's home or other staff member property;
- Visiting a student's home; and/or
- Social networking with students for non-educational purposes.

Duty to Report Known or Suspected Violations. An employee having knowledge or reasonable suspicion that another employee may have engaged in prohibited conduct that may constitute child abuse must immediately report the information in accordance with the District's Child Abuse Reporting policy. Any employee who has knowledge or reasonably suspects that another employee may have engaged in misconduct which affects the

health, safety, or welfare of a student must immediately report the information to the Principal or the Superintendent.

## **Article XL EMPLOYEE DISCIPLINE**

Employees who violate state or federal law, District policies, rules, and procedures (including, without limitation, those listed in this Handbook), have unsatisfactory work performance, or whose conduct is detrimental to the interests of the District, are subject to disciplinary action up to and including termination from employment. At the sole discretion of the District, various types of employee discipline may be imposed which may include, but not be limited to: verbal warning, written warning, suspension with or without pay, and termination of employment. None of these disciplinary measures are required to be used before discharge from employment occurs, nor are the listed actions required to be used in any specific order. Nothing in this Handbook shall be construed to establish a “just cause” standard for discipline or discharge or otherwise require progressive discipline.

## **Article XLI EVALUATION POLICY**

The District will orient all new employees regarding the evaluation procedures the District utilizes along with any forms used in the evaluation process. If the evaluation forms change, all employees will be provided notice of such changes. The District shall provide a copy of any evaluation reports to the employee and the employee shall have the right to discuss the evaluation with their supervisor. The employee has the right to provide a written response (not to exceed one page) to any material contained in an evaluation and have such response attached to the file copy.

## RECEIPT AND ACKNOWLEDGEMENT

### To be signed and returned to Business Office

I hereby acknowledge that it is my responsibility to become familiar with the contents of the Denmark School District *Employee Handbook*. My signature below indicates that I have read the *Handbook* and understand that I am expected to abide by the standards, policies and procedures defined or referenced in this document. I also understand that I am also to become familiar with and abide by the additional regulations, policies and laws found in the School Board's policies. The information contained in this *Handbook* is subject to change from time to time at the sole discretion of the District. I understand that changes in District policies may supersede, modify, supplement or eliminate the information summarized in this *Handbook*. As the District provides updated policy information, I accept responsibility for reading and understand the expectation that I abide by the changes.

I understand that this *Handbook* does not constitute an employment contract, that my employment at the District is at will, and that this Handbook does not alter my status as an at-will employee. As an at will employee, I understand that either myself or the District can terminate the employment relationship for any reason at any time. I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor and the Business Office of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation regarding this *Handbook*, any Board policies or regarding any aspect of my employment.

I acknowledge and understand that this Handbook supersedes all prior practices, customs, and procedures, including any other representations, verbal or written, by any employee or representative of the District. I understand that failure to comply with the District's policies, procedures, rules, and regulations, including the rules in this Handbook, may result in disciplinary action, up to and including termination.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

A signed original copy of this form must be given to the Business Office. It will be filed in your personnel file.

## **APPENDIX A DISCRIMINATION/HARASSMENT/RETALIATION COMPLAINT PROCEDURE**

Any complaint regarding a violation of the District’s employee discrimination, harassment, bullying or retaliation policies shall be reported directly to the employee’s immediate supervisor, the building principal, or directly to the District Administrator. The complaint should include the specific nature of the discrimination, harassment, bullying, or retaliation, and corresponding dates. In the event that the immediate supervisor or building principal is alleged to be the wrongdoer, complainant shall report to the District Administrator or the District Administrator’s designee.

If the complaint is verbal, the immediate supervisor/administrator may make a written record and request the complainant to sign such written account or ask them to put their complaint in writing. Upon receiving a complaint, the District Administrator will immediately undertake an investigation of the complaint. Upon completion of the investigation, the District Administrator will notify the complainant and the accused of the action to be taken. The right to confidentiality, both of the person complaining and the accused will be respected consistent with the District’s legal obligations and the necessity to investigate the allegations of misconduct and to take corrective action.

Harassment, bullying, discrimination, and retaliation are unlawful and hurt other employees. Every incident of harassment, bullying, discrimination, and retaliation creates a negative work environment in which all employees suffer the consequences. Bullying, discrimination, retaliation, harassment and sexually based conduct have no legitimate business purpose. Accordingly, any employee who engages in such conduct will be made to bear the full responsibility for such unlawful conduct, up to and including termination.

### **Procedures for Making, Investigating and Resolving Discrimination, Harassment, Bullying and Retaliation Complaints**

**1. Complaints.** The District provides its employees with a convenient, confidential and reliable mechanism for reporting incidents of discrimination, harassment, bullying and retaliation. The District encourages individuals to make every effort to report incidents of discrimination, harassment, bullying, or retaliation within 30 days. Complaints of discrimination, harassment, bullying, or retaliation that are in violation of the District’s policies will be accepted in writing or verbally and should be directed to the following individuals who have been designated as the District’s Compliance Officers (“CO”):

Luke Goral  
gorall@denmark.k12.wi.us  
(920) 803-4004  
450 N. Wall Street  
Denmark, WI 54208

Sheryl DeLarwelle  
delarwelles@k12.wi.us  
(920) 803-4035  
450 N. Wall Street  
Denmark, WI 54208

Anyone who has observed discrimination, harassment, bullying, or retaliation should report it to a designated CO immediately. A complainant need not be the person who was the target of discrimination, harassment, bullying, or retaliation. All employees have an affirmative duty to report any discrimination, harassment, bullying, or retaliation when they become aware of it. Individuals who become aware of an incident of discrimination, harassment, bullying, or retaliation should report such information to a CO within two (2) business days.

The identity of complainants will be revealed only to those persons who have an immediate need to know. All persons contacted in the course of an investigation will be advised that the parties involved in a charge are entitled to confidentiality and respect and that any breach of such confidentiality and respect or other act of retaliation or reprisal against the complainant or other individuals involved with the complaint is a separate, actionable violation of this policy.

**2. Investigations.** Once a complaint has been received by a CO, it shall be investigated thoroughly and expeditiously by a CO or their designee. The investigator shall have appropriate knowledge, training and/or experience in discrimination, harassment, bullying, and/or retaliation investigations. The investigator shall keep parties apprised of the status of the investigation, including notification to the accused. The investigator shall consider the necessity of any protective action for the complainant/victim during the pendency of the investigation. As part of the investigation, the investigator shall conduct interviews, and review any appropriate documentation related to the complaint. The investigator will produce a written report, which, together with the investigation file, will be shown to the complainant within a reasonable time upon request. The report may be redacted in the District's sole discretion. The investigator is empowered to recommend remedial measures based upon the results of the investigation, and the District will promptly consider and act upon any such recommendation. The District will maintain a file on all discrimination, harassment, bullying, and retaliation charges and the particulars of the investigation.

**Cooperation.** An effective discrimination/harassment/bullying/retaliation policy requires the support and example of District staff in positions of authority. District agents or employees who engage in discrimination, harassment, bullying, or retaliation or who fail to cooperate with District-conducted investigations of discrimination, harassment, bullying, or retaliation may be severely sanctioned by suspension or termination of employment. By the same token, administrators who refuse to implement remedial measures, obstruct the remedial efforts of other District employees, and/or retaliate against complainants or witnesses may be immediately terminated from employment with the District.

## **APPENDIX B GRIEVANCE PROCEDURE**

Eligible employees shall use this procedure to resolve disputes with Denmark School District (District) regarding covered employee termination, employee discipline, or workplace safety issues. This Grievance Procedure may be modified or eliminated by the District at any time, with or without prior notice. This procedure is not a guarantee of employment, a guarantee of any rights or benefits, does not create or grant covered employees with a property interest in their employment or tenure rights of any kind and does not constitute a contract of employment, express or implied. Unless specifically required by another statute or code, the District's employment relationship with employees eligible to use this procedure is at will and employment may be terminated at any time for any reason, with or without cause and with or without notice, at the option of the District or the employee.

### **Definitions**

1. A grievance shall mean a dispute regarding the application of School Board policies regarding an employee's discipline or termination of employment, or a dispute concerning workplace safety as defined below. No grievance shall be processed under this policy unless it is filed on the forms provided in this Appendix B.

2. The term "days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or his or her classification is scheduled to work. The time within which an act is to be done under this policy shall be computed by excluding the first day and including the last day.

3. A "grievant" is an employee that has filed a grievance. At the grievant's cost and request they may be represented by a person of their choice.

4. An "employee" for purposes of a grievance of discipline and termination (as defined in this Grievance Procedure) means a regular full-time employee who has completed one (1) year of continuous employment with the District or a regular part-time employee who has worked nine hundred (900) hours for the District in the year preceding the event which is the subject of the grievance and who has completed one (1) year of continuous employment with the District. "Employee" does not include, without limitation, any of the following: other part-time employees, temporary employees, seasonal employees, limited term employees, contractors or their respective employees, or employees covered by a collective bargaining agreement containing a grievance procedure for Discipline or Termination. "Employee" for purposes of Workplace Safety (as defined in this procedure) means any employee of the District.

5. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or Board Policy related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk.

6. "Discipline" means disciplinary suspension of employment; disciplinary reduction in base pay; and disciplinary reduction in rank or demotion. "Discipline" does not include, without limitation, any of the following actions: layoffs or workforce reduction activities; non-disciplinary wage, benefit, or salary adjustments; non-disciplinary reductions in rank or demotions; plans of correction or improvement; performance evaluations or reviews, documentation of employee acts or omissions in an employment file; oral or written reprimands; administrative suspensions pending investigation of misconduct or nonperformance; or change in assignment or assignment location.

7. “Termination” means an involuntary discharge from employment initiated by the District. Layoffs (reduction in force) are not considered terminations and are not subject to this procedure unless otherwise required by law.

## Procedures

### First Step

If a grievance relating to discipline is not informally resolved amongst the parties, the employee may present a written grievance on the form attached to this Appendix B to the District Administrator within five (5) days of the event giving rise to the grievance or the date upon which the employee should have reasonably known the facts giving rise to the grievance.

After receipt of the written grievance by the District Administrator, he/she or the designated representative of the District Administrator will meet with the grievant in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the District Administrator shall respond to the grievance in writing. The District Administrator shall also determine if the grievance is timely, if the appropriate grievance form is properly completed and signed, if the subject matter of the grievance is within the scope of this Grievance Procedure, and if the grievance is otherwise properly processed as required by this Grievance Procedure. If the District Administrator is aware of other similar pending grievances, he/she may consolidate those matters and process them as one grievance.

### Second Step

Upon the written request of the grievant in response to an adverse decision, the decision at the First Step may be appealed within ten (10) days after the grievant receives the Step 1 response by submitting a written statement to the District Administrator particularly describing the reason(s) for appeal. If the decision at Step 1 is based in whole or in part on the basis of timeliness, scope of the Grievance Procedure or other failure of the grievant to properly follow the Grievance Procedure, the matter shall be referred to the Board, which shall determine whether the matter should be processed further. If the Second Step decision is on the merits of the grievance only, the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the District Administrator. Any costs incurred by the (IHO) will be paid by the District. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The oral or written statements of students, which would otherwise be hearsay, will be considered by the IHO without the direct testimony of students, if other, non-hearsay information is presented. The IHO shall provide the parties a written decision and shall contain findings of fact.

In workplace safety cases, the District bears the burden of proving by a preponderance of the evidence that the condition identified by the employee does not constitute a Workplace Safety violation and that no corrective action is required. If the District does not meet its burden, the IHO shall grant the grievance.

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

### Third Step

Either party may appeal an adverse determination at Step Two to the Board of Education, by filing written notice in the District Office appealing the decision of the IHO within ten (10) days of receipt of

the IHO's written decision. The Board of Education shall, within thirty (30) days after submission of the appeal, schedule the review of the IHO's decision. The review will be conducted by the Board during a closed session meeting unless an open session is requested by the employee or otherwise required by law. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence and testimony produced at the hearing before the IHO. A simple majority vote of the Board members participating in the review shall decide the appeal (unless a greater number is required by law) within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding on all parties.

For purposes of appeal to the Board of Education on teacher terminations, the decision of the Board shall be the final decision on termination of the Wis. Stat. § 118.21 statutory teacher contract.

### **Timelines**

Failure to process a grievance by the grievant within the time limit, or agreed upon extensions, shall constitute waiver of the grievance and will be considered resolved on the basis of the District's last answer. Failure of a District representative to meet the time limits shall cause the grievance to move automatically to the next step in the procedure. To encourage that grievances are addressed in a prompt manner the time limits set by this policy are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of the parties.

### **Remedies**

In discipline/termination cases, the IHO or Board may award any of the following remedies: (a) reinstatement; (b) a lesser adverse employment action consisting of a suspension, reduction in the length of a suspension, oral or written reprimand or documentation of employee acts and/or omissions in an employment file; (c) back pay; and (d) in the event of a reinstatement following termination, reimbursement of the District's applicable percentage of any payments made by the Employee for continuation of health insurance under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

In Workplace Safety cases, the IHO may only order that the District remedy the violation and may not order specific remedial measures or expenditure of funds.

### **Exclusive Remedy**

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

**DENMARK SCHOOL DISTRICT DISCIPLINE/TERMINATION GRIEVANCE FORM**

*Please fill out this form completely. If you need more space, use a separate sheet of paper.*

<b>Name of Grievant:</b> <b>Job Title:</b>	<b>Work Phone:</b> <b>Home Phone:</b>
<b>Home Mailing Address:</b>	<b>DATE AND TIME RECEIVED</b> <i>(for District use only)</i>
<b>1. Discipline/Termination Being Grieved.</b> Provide a description of the discipline/termination being grieved.	
<b>2. Basis For Grievance.</b> Provide a detailed description of the reason or reasons why you believe that the District's decision to discipline or terminate you was incorrect and should be overturned and a detailed description of any facts or information which support your belief.	
<b>3. Witnesses.</b> Identify by name, telephone number and address of all witnesses that you believe will support your claim that the District's decision to discipline or terminate you was incorrect and should be overturned. Provide a summary of the facts and/or information known by each witness.	
<b>4. Documents.</b> Attach any documents which support your claim that the District's decision to discipline or terminate you was incorrect. If you do not have a document, provide a description of the document which includes date of the document, the source of the document and the content of the document.	
<b>5. Remedy Requested.</b> Describe in detail how you believe the District's disciplinary action or termination should be modified.	
<b>6. Certification and Signature.</b>  By my signature below, I certify that I have read the above complaint and, under penalty of law, I declare that this complaint is true and correct.  <b>Signature of Grievant:</b> _____ <b>Date Signed:</b> _____	

## INSTRUCTIONS

**1. USE:** This grievance form is for use in connection with the Denmark School District's (District) Grievance Procedure (Grievance Procedure). This grievance form may be used only in connection with "discipline" and "termination" as defined by the Grievance Procedure. Please refer to the Grievance Procedure for additional rules and restrictions.

**2. FILING DEADLINE:** This grievance form must be completely filled out, signed and filed with the Office of the Superintendent within five (5) calendar days of the event giving rise to the grievance or the date upon which the employee should have reasonably known the facts giving rise to the grievance. The failure of an employee to timely file a grievance within five (5) calendar days or any period of extension granted by the Superintendent shall constitute a waiver of the employee's right to use the Grievance Procedure and an abandonment of the grievance. Please refer to the Grievance Procedure for further details regarding the initiation of a grievance.

### 3. FILLING OUT THE GRIEVANCE FORM

**a. Event Being Grieved.** This section requires you to describe the disciplinary act or termination that you are grieving. The description should include the reason(s) you understand you were disciplined/ terminated and the date on which the discipline/termination occurred. A grievance form may only address one (1) disciplinary event.

**b. Basis for Grievance.** This section of the form requires you to provide a detailed description of the reason or reasons why you believe that the District's decision to discipline or terminate you was incorrect. Single word or limited responses to the effect that the discipline/termination was "wrong," "unfair," "unequal" or "mistaken" are insufficient. You must provide a *detailed* response explaining why you believe the disciplinary action or termination taken by the District was incorrect or unreasonable and a *detailed* description of any facts, events or other information which support your belief. Note that under the Grievance Procedure, you will have the burden of proving by clear and convincing and satisfactory evidence that the District did not have a rational basis for the disciplinary action/termination.

**c. Witnesses.** This section of the form requires you to identify all witnesses who you believe will support your claim that the disciplinary action or termination taken by the District was incorrect. The last known telephone number and address of each witness must be provided. You are also required to provide a detailed description of the facts or information known by each witness that supports your claim that the disciplinary action or termination taken by the District was incorrect and should be overturned. Single word or limited descriptions to the effect that the witness knows the discipline/termination was "wrong," "unfair," "unequal" or "mistaken" are insufficient. Employees must provide a *detailed* description of the facts or information known by each witness.

**d. Documents.** This section of the form requires you to produce all documents you believe support your claim that the disciplinary action or termination taken by the District was incorrect. If you do not have the documents, you are required to provide a description of each document which includes the date of the document, the source of the document and a description

of the contents.

**e. Remedy Requested.** This section requires you to describe how you believe that the discipline or termination should be changed. The remedies that are available under the Grievance Procedure are limited to one (1) or more of the following: (a) reinstatement; (b) a lesser adverse employment action consisting of a suspension, reduction in the length of a suspension, oral or written reprimand or documentation of employee acts and/or omissions in an employment file; (c) back pay; and (d) in the event of a reinstatement following termination, reimbursement of the District's applicable percentage of any payments made by the Employee for continuation of health insurance under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

**4. ASSISTANCE:** All information on the grievance form *must* be provided. If you have any questions regarding the information required by the form, please contact the Office of the District Administrator at (920)-863-4004. Employees in the Administrator's office may only offer assistance in identifying the information required in the grievance form. Employees are encouraged to consult an attorney of their choice with any legal questions.

**DENMARK SCHOOL DISTRICT WORKPLACE SAFETY GRIEVANCE FORM**

*Please fill out this form completely. If you need more space, use a separate sheet of paper.*

<b>Name of Grievant:</b> <b>Job Title:</b>	<b>Work Phone:</b> <b>Home Phone:</b>
<b>Home Mailing Address:</b>	<b>DATE AND TIME RECEIVED</b> <i>(for District use only)</i>
<b>1. Identification of Condition Being Grieved.</b> Provide a description of the Workplace Safety condition being grieved.	
<b>2. Basis For Grievance.</b> Provide a detailed description of the standard under federal or state law, or Board Policy that you believe has been violated and a detailed description of any facts or information which support your belief.	
<b>3. Witnesses.</b> Identify by name, telephone number and address of all witnesses that you believe will support your claim that the District has violated a standard established under federal or state law, or Board Policy. Provide a summary of the facts and/or information known by each witness.	
<b>4. Documents.</b> Attach any documents which support your claim. If you do not have a document, provide a description of the document which includes date of the document, the source of the document and the content of the document.	
<b>5. Remedy Requested.</b> Describe in detail the remedy you request.	
<b>6. Certification and Signature.</b>  By my signature below, I certify that I have read the above complaint and, under penalty of law, I declare that this complaint is true and correct to my knowledge and belief.  <b>Signature of Grievant:</b> _____ <b>Date Signed:</b> _____	

**INSTRUCTIONS**

**1. USE:** This Workplace Safety grievance form is for use in connection with the Denmark School District's (District) Grievance Procedure (Grievance Procedure). Any Employee of District may use the Grievance Procedure provided that the hazard or condition which is the subject of the grievance constitutes a "Workplace Safety" violation as defined in the Grievance Procedure *and* the Employee has complied with the conditions for filing a Workplace Safety grievance outlined in the Grievance Procedure. An Employee does not have to be personally impacted by a claimed hazard or condition in order to file a Workplace Safety grievance. Please refer to the Grievance Procedure for additional rules and restrictions.

**2. FILING DEADLINE:** In accordance with the Grievance Procedure, an Employee may initiate a grievance relating to Workplace Safety by presenting a written to the Superintendent within five (5) calendar days of the events giving rise to the grievance. The Employee must sign and date the grievance. The failure of an Employee to timely file a grievance with the Office of the Superintendent within five (5) calendar days or any period of extension granted by the Superintendent shall constitute a waiver of the Employee's right to use the Grievance Procedure and an abandonment of the grievance. Please refer to the Grievance Procedure for further details regarding the initiation of a Workplace Safety grievance.

**3. FILLING OUT THE GRIEVANCE FORM.**

**a. Condition Being Grieved.** This section requires you to describe the Workplace Safety hazard or condition that you are grieving. A grievance form may only address one Workplace Safety hazard or condition.

**b. Basis for Grievance.** This section of the form requires you to provide a detailed description of the standard or standards under federal or state law, or Board Policy that you believe the hazard or condition violates. The description must include an explanation as to *how* the hazard or condition constitutes a violation of federal or state law, or Board Policy. Single word or limited responses simply indicating that the hazard or condition violates federal or state law, or Board Policy or a standard in federal or state law or Board Policy are insufficient.

**c. Witnesses.** This section of the form requires you to identify all witnesses who you believe will support your claim. The last known telephone number and address of each witness must be provided. You are also required to provide a detailed description of the facts or information known by each witness that supports your claim. You must provide a *detailed* description of the facts or information known by each witness.

**d. Documents.** This section of the form requires you to produce all documents you believe support your claim. If you do not have the documents, you are required to provide a description of each document which includes the date of the document, the source of the document and a description of the contents.

**e. Remedy Requested.** This section requires you to describe your opinion on the appropriate remedy.

**4. ASSISTANCE:** All information on the grievance form *must* be provided. If you have any questions regarding the information required by the form, please contact the Office of the District Administrator at (920) 863-4005. Employees in the Administrator's office may only offer assistance in identifying the information required in the grievance form. Employees are encouraged to consult an attorney of their choice with any legal questions.

## **APPENDIX C FAMILY AND MEDICAL LEAVE**

Eligible employees of the Denmark School District (“District”) are provided family and/or medical leave under both Wisconsin and Federal Family and Medical Leave Acts. Family and medical leave taken under this policy may be covered by federal law, state law, or both. This policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 (“FMLA”) and the Wisconsin Family and Medical Leave Act (“WFMLA”). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

When leave taken by an employee under this policy is governed by both federal and state law, the more generous provisions will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. In this regard, you should note that certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other policies will run concurrently (at the same time).

The taking of leave under this Policy will not be used against an employee in any employment decision including the determination of raises, promotions, or discipline. Should this policy conflict in any way with the applicable federal and state statute or regulations, then the statutes or regulations shall control. Any questions regarding Family and Medical Leave use and/or interpretation should be directed to the Finance Coordinator for clarification.

### **Eligibility Requirements**

To be eligible for leave under the FMLA, you must have been employed by the Board for at least twelve (12) months in the past seven (7) years **and** must have worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the requested leave.

To be eligible for leave under the WFMLA, you must have been employed for more than fifty-two (52) consecutive weeks and have been paid for at least 1,000 hours in the preceding fifty-two (52) weeks. The kind and amount of leave available to you under this policy, as well as your rights during leave, depend upon whether you satisfy the above requirements.

### **Qualifying Reasons for Leave**

The Board provides family and medical leave for eligible staff members under the following circumstances:

- A. for the birth of the eligible staff member's child and to care for a newborn child
- B. for placement with the eligible staff member of a child for adoption or foster care
- C. to care for an eligible staff member's spouse, child or parent with a “serious health condition”
  1. The term “child” generally includes a legal ward or a biological, adopted foster or stepchild. For leaves governed exclusively by the FMLA, the term also includes a son or daughter for whom you have assumed the day-to-day obligations of a parent. A child must be **either** under eighteen (18) years of age or unable to care for himself/herself due to a physical or mental disability or,

for leave under State law only, unable to care for himself/herself due to a serious health condition.

2. "Parent" includes a staff member's spouse's legal guardian and a domestic partner's parent only if you are requesting leave under the WFMLA.
3. "Spouse" includes a registered or nonregistered domestic partner for leaves governed by the WFMLA. Domestic partnerships must be registered with the county of residence and proof of such registration may be requested prior to approval of leave. Nonregistered domestic partners must demonstrate that they are 1) both over age eighteen (18); 2) not in a domestic partnership or marriage with another individual; 3) they share a common residence; 4) they are not related in any way that would prohibit marriage under Wisconsin law; 5) they consider each other to be immediate family members and agree to be responsible for the other's living expense.

D. because of a serious health condition that makes the eligible staff member unable to perform the essential functions of his/her position

E. because of a qualifying exigency resulting from active military service by the employee's spouse, son, daughter, or parent in covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves

1. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; and 8) parental care; 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

F. to care for a service member who is the employee's parent, spouse, child or next of kin who, while on active military duty, sustains a serious injury or illness or aggravation of a pre-existing illness or injury while in the line of duty, while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, in the line of duty which renders the service member medically unfit to perform the member's office, grade, rank, or rating

1. Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was discharged or released under conditions other than dishonorable at any time during the five (5) year period prior to the first date the staff member takes FMLA leave. Leave is available for up to twenty-six (26) weeks in a twelve (12) month period. This type of leave is available for serious injury or illness which results in:
  - a. inpatient medical treatment, recuperation or therapy;
  - b. outpatient services at a military treatment facility or assignment to a unit established for the purpose of providing command and control of service members receiving outpatient medical services; or
  - c. assignment to the temporary disability retired list.

The maximum twenty-six (26) workweeks of Federal leave to care for a service member includes, and is not in addition to, all other FMLA leave. In other words, employees may not take more than a total of twenty-six (26) weeks of FMLA leave during a single twelve (12) month period for any qualifying reasons under the FMLA. For instance, if an employee takes the maximum twelve (12) weeks of Federal FMLA leave for his/her own serious health condition, the employee may then only take fourteen (14) weeks of FMLA leave within that same twelve (12) month period to care for a military family member injured in the line of duty.

See the Finance Coordinator to determine whether your request for leave qualifies under one (1) of the above categories.

### **Amount of Leave Available**

Under the FMLA, if the staff member satisfies the eligibility requirements set forth above, s/he is entitled to a total of twelve (12) work weeks during any "rolling" 12-month period measured backwards from the date an employee uses any FMLA leave. Such leave in a "rolling" 12-month period may be utilized for any of the reasons stated above, with the exception of leave to care for an injured service member, which is provided as described in (F) above.

Under the WFMLA, if the staff member satisfies the eligibility requirements set forth above, s/he is entitled to ten (10) work weeks of leave in a calendar year as follows:

- A. a total of six (6) weeks of leave for the birth of his/her natural child and/or the placement of a child with the staff member for, or as a precondition to, adoption;
- B. a total of two (2) weeks of leave to care for a covered family member with a serious health condition; and
- C. a total of two (2) weeks of leave due to the staff member's serious health condition.

Board policy calls for concurrent Federal/State leave coverage whenever a staff member is eligible for leave under both the FMLA and WFMLA to the extent available under the law.

### **Definitions of Serious Health Conditions**

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one (1) of the following:

- A. Hospital Care.** Inpatient care (i.e., an overnight stay) in a hospital or other care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
- B. Absence Plus Treatment.** A period of incapacity of more than three (3) consecutive calendar days\* (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

1. treatment two (2) or more times by a healthcare provider, a nurse, physician's assistant or physical therapist under a healthcare provider's supervision, order or referral as appropriate within thirty (30) days of the first date of incapacity; or
2. treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider and occurs within seven (7) days of the first day of incapacity.

\*Under the WFMLA, leave may also be available for a "serious health condition" of less than three (3) consecutive days in duration.

**C. Pregnancy.** Any period of incapacity due to pregnancy or for prenatal care.

**D. Chronic Conditions Requiring Treatment.** A chronic condition which:

1. requires periodic visits of at least two (2) times per year for treatment by a healthcare provider, or by a nurse or physician's assistant under a healthcare provider's supervision;
2. continues over an extended period of time (including recurring episodes of a single underlying condition); **and**
3. may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

**E. Permanent/Long-Term Conditions Requiring Supervision.** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. You or your family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider (e.g., Alzheimer's disease, a severe stroke, or the terminal stages of a disease). The continued existence of such a chronic condition is subject to certification no more than once every six (6) months.

**F. Multiple Treatments (Non-Chronic Conditions).** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, including: cancer (chemotherapy, radiation, etc.); severe arthritis (physical therapy); or kidney disease (dialysis).

### **Required Staff Member Notice**

The staff member must provide the Finance Coordinator with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for your own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption, the staff member must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice

must be given as soon as practical. Employees must provide an explanation as to why proper advance notice was not provided in such cases and may be required to verify the explanation. Notice that was not provided timely without reasonable explanation may result in the denial of the leave request.

The staff member must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a FMLA leave request form to the Superintendent (forms available from the Denmark District office or the U.S. Department of Labor).

When planning medical treatment, the staff member should consult with his/her supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the staff member's healthcare provider. The staff member is ordinarily expected to consult with his/her supervisor in order to work out a treatment schedule which best suits his/her needs, as well as the District's.

If a staff member must take more leave than originally anticipated, s/he must notify the Finance Coordinator within two (2) business days of learning of the circumstances necessitating the extension.

### **Certification By Healthcare Provider**

If a staff member requests leave due to his/her own serious health condition or the serious health condition of his/her spouse, child or parent, the Board requires that the leave request be supported by certification issued and signed by the healthcare provider for the individual with a serious health condition. The Board reserves the right to certify all information permitted by law.

The staff member must provide the fully completed certification to the Finance Coordinator within fifteen (15) calendar days of the date that the certification is provided to the staff member, unless it is not practicable to do so despite the staff member's diligent, good faith efforts. If it is not practicable to return the certification within fifteen (15) calendar days, it must be returned to the Finance Coordinator as soon as practicable.

If the staff member fails to submit the certification, the leave or continuation of leave may be delayed until the certification is submitted. Further, any absence prior to the date the certification is furnished may be considered unauthorized. If requirements for certification are entirely disregarded, the District may deny the leave. A staff member who is absent without authorization may be disciplined, up to and including termination.

The Finance Coordinator will give a staff member a reasonable opportunity to cure any deficiency in a certification, but not fewer than seven (7) calendar days. It is the responsibility of the staff member or family member with a serious health condition to use a healthcare provider who will complete and furnish an accurate certification in a timely manner.

A member of the administration, other than the staff member's direct supervisor, may contact the healthcare provider to obtain answers to unanswered questions on the form or to clarify illegible answers and to authenticate the certification.

If the Finance Coordinator doubts the validity of a certification, he/she may require that, at the Board's expense, the staff member obtain a second opinion from a Board-designated provider, not regularly employed by the Board. If the opinions of the staff member's and the Board's healthcare providers differ, a third, final and

binding opinion may be obtained. The staff member must cooperate in obtaining a second or third opinion including facilitating the transfer of pertinent records to the subsequent healthcare providers.

The Finance Coordinator may request re-certifications on a periodic basis as permitted by law.

### **Designation of Leave**

In all circumstances, it is the responsibility of the Finance Coordinator to designate leave, whether paid or unpaid, as FMLA leave and to give the staff member notice of the designation and his/her rights and responsibilities under this policy.

The Finance Coordinator will give the staff member the notice on each occasion that s/he notifies his/her supervisor of the need for leave that may be FMLA-qualifying, including, but not limited to, when the staff member requests another type of leave for an FMLA-qualifying reason. In the case of intermittent or reduced schedule leave, only one notice will be provided unless the circumstances regarding the leave have changed.

Absent extenuating circumstances, the Finance Coordinator will, at a minimum, verbally notify the staff member whether leave is being designated as FMLA leave within five (5) business days of the date the staff member provides information to the Finance Coordinator sufficient to enable him/her to determine that the leave is being taken for an FMLA-qualifying reason.

The Finance Coordinator will confirm the verbal notice with the written notice as soon as feasible, but no later than the first payday following the verbal notice (unless the payday is less than one (1) week after the verbal notice, in which case the notice must be no later than the subsequent payday).

### **Manner In Which Leave Can Be Taken**

Leave available under this policy may be taken in full and, under certain circumstances, may also be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. Reduced schedule leave is leave that reduces the usual number of working hours per day or week. The staff member must consult with his/her supervisor and make a reasonable effort to schedule intermittent or reduced schedule leave so it does not unduly disrupt the District's operations.

Intermittent or reduced schedule leave due to a serious health condition must be medically necessary. Medically necessary means there must be a medical need for the leave and the leave can be best accommodated through an intermittent or reduced leave schedule, as certified by the healthcare provider in the Certification.

When leave is governed only by the FMLA, the Finance Coordinator may offer a staff member a temporary transfer to another position for which s/he is qualified with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave when the need for leave is foreseeable based on planned medical treatment or the staff member takes such leave for the birth of a child or for placement of a child for adoption or foster care. The staff member may reject this offer in which case there will be no adverse effect on the leave or entitlement to return to the same or similar position following leave. Any time spent by the staff member in an alternative position will not count against the employee's FMLA leave entitlement.

Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule governed

only by the FMLA, which would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave, must elect either to:

- A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- B. transfer temporarily to an available alternative position offered by the District Administrator for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

The District Administrator may require instructional staff members who take Federal leave near the end of an academic term to extend their leave through the end of the academic term if:

- A. the leave is commenced more than five (5) weeks from the end of the term but the employee intends to return during the final three (3) weeks of the term and the leave is longer than three (3) weeks in duration;
- B. the leave is commenced within five (5) weeks of the end of the term and the employee intends to return during the final two (2) weeks of the term and the leave period was at least two (2) weeks in duration; or
- C. the leave commences within three (3) weeks of the end of a term and the leave was at least five (5) working days in duration.

Staff members whose leave is extended at the end of an academic term under this section will be charged against their FMLA entitlement only the time that they required for purposes of their leave.

Spouses employed by the District who are eligible for FMLA leave are limited in the amount of FMLA leave that may be taken for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. When the leave request is for one of these specified reasons, the leave is limited to a combined total of twelve (12) work weeks. Leave for birth and care, or placement for adoption or foster care, must be taken within twelve (12) months of the birth or placement

### **Coordinating Leaves - Substitution**

Generally, leave taken under this policy is unpaid. However, the following applies to leave taken pursuant to federal or state law:

- A. During leave taken under the Federal FMLA, an employee may substitute any accrued paid leave available to the employee (PTO leave, accrued paid sick leave, etc.) for the unpaid time until such time as the employee depletes his/her paid leave account. Accrued paid leave shall include; sick, personal, emergency, and vacation days, as applicable. Extensions of leave under this Policy are not permitted.
- B. During leave taken under the Wisconsin FMLA, the Employee may request the substitution of any accrued paid leave (PTO leave, accrued paid sick leave, etc.) for the unpaid time at the employee's discretion. Accrued paid leave shall include; sick, personal, emergency, and vacation days, as applicable. An employee is not required to deplete his/her accrued paid leave for purposes of the Wisconsin FMLA. Extensions of leave under this Policy are not permitted.

A staff member may not substitute paid leave for unpaid FMLA leave taken under this policy in any situation where the Board would not normally provide such paid leave.

For leaves governed by the WFMLA, a staff member may substitute paid or unpaid leave, which s/he have earned and accrued, for leave taken under this policy, if available. The Board reserves the right to deny substitution as permitted by law.

Any paid leave substituted for unpaid FMLA leave or WFMLA leave will decrease, in whole or in part, the staff member's FMLA and/or WFMLA leave entitlement.

### **Continuation of Benefits**

A staff member will remain eligible for group health insurance benefits under the Board's group health plan during leave taken under this policy under the same conditions as coverage would have been provided if the staff member had been actively employed during the entire leave. However, the staff member has the option of choosing not to retain such coverage during family or medical leave.

During leave taken under this policy, the Board will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The staff member will be responsible for paying his/her portion of health insurance premiums regardless of whether his/her family and medical leave is paid or unpaid. It is the staff member's responsibility to make arrangements with the Finance Coordinator for making premium payments for group health insurance during leaves.

The staff member's entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the Board's policy regarding provision of such benefits when a staff member is on other types of leave.

If a staff member fails to return to work or fails to remain at work for a period provided under the law, the District may recover its portion of the premiums paid for medical benefit coverage during the leave, unless the reason for the staff member's failure to return to work is due to the continuation of the serious health condition or the onset of a new serious health condition.

Other employment benefits (Dental, LTD, Term Life) will be continued during the leave at full cost of coverage to the employee. Payment must be made to the District by the 5<sup>th</sup> of each month to continue coverage.

### **Accrual of Benefits**

The use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave. A staff member will not continue to accrue seniority or any other employment benefit during leave taken under this policy, except that such benefit shall accrue if the staff member elects to use other leaves provided by the Board, and if such benefits would normally accrue during such leave.

### **Employment Restoration**

A staff member will generally be reinstated to the same position s/he held when leave began or a position with equivalent pay, benefits, and other terms and conditions of employment, if such position remains available, and the staff member possesses the ability to perform the essential functions of the job satisfactorily, with or without any accommodation that may be required by the Americans With Disabilities Act of 1990. The staff member,

however, has no greater right to reinstatement or benefits than if s/he had been actively employed during the leave. Further, if the staff member gives unequivocal notice of intent not to return to work, s/he is not entitled to be reinstated.

A staff member who exceeds his/her FMLA/WFMLA leave, but remains off work under a non-FMLA/WFMLA leave policy, is not entitled to reinstatement to the same or a similar position under the FMLA/WFMLA; however, the staff member **may** be eligible to be reinstated under the non-FMLA/WFMLA leave policy.

A staff member who is able to return to work prior to the expiration of leave must notify his/her supervisor immediately. Upon such notice, the District Administrator will promptly reinstate the staff member to active employment, provided s/he has the present skill and ability to perform the essential functions of his/her job satisfactorily with or without accommodation.

### **Fitness for Duty Certification**

If leave is due to the staff member's serious health condition, s/he must present certification to return to work to his/her supervisor upon returning to work. The staff member's principal attending physician must complete the certification. The certification must indicate that the staff member has been released to return to work. It must also specify any physical or other limitation on the staff member's ability to perform regular or other duties and the duration of the limitations. No certification will be required when the staff member returns from intermittent leave, except as otherwise permitted or required by the Americans With Disabilities Act of 1990.

The certification will be limited to the particular health condition that caused the staff member's need for leave, except as otherwise permitted by the Americans With Disabilities Act of 1990 ("ADA"). If the staff member is an "individual with a disability" within the meaning of the ADA, any fitness-for-duty physical examination or inquiry by the District will be job related and consistent with business necessity.

Reinstatement may be delayed until the staff member submits the certification. Under such circumstances, if the staff member does not promptly provide a certification or qualify for another leave of absence, s/he may be disciplined, up to and including termination.

With the staff member's permission, the Board's healthcare provider may contact the staff member's healthcare provider to clarify and authenticate the certification, but no additional information may be requested or required, and the staff member's return to work may not be delayed while the contact is being made. No second or third fitness for duty certification may be required.

A Fitness for Duty Certification must be provided to the employee's Supervisor before returning to work. If this Form is not received, the employee's return to work will be delayed.

## **APPENDIX D STAFF TECHNOLOGY AND INTERNET USAGE AGREEMENT**

The School District of Denmark provides technology for student, employee and community use. Technology includes, but is not limited to, the following:

1. Computer hardware and software
2. Computer printers, modems, and other related equipment
3. Network servers, software, and related equipment
4. Internet, e-mail, and other means of interaction via technology
5. Other equipment and materials (e.g., audio-visual equipment, fax, telephones, etc.)

### **Purpose**

The system has been established for educational purposes. The District has the right to place restrictions on the material that is accessed or posted through the system. Users are also expected to follow the procedures set forth in applicable laws, District Policy JICBB, and district handbooks.

### **\*Personal Technology Devices\***

**\*The conditions set forth in this agreement shall also apply to the use of all personal devices brought into school by students, parents, visitors, and staff members. The conditions set forth in this agreement shall also apply to the use of electronic District resources, such as the District's network, via personal devices regardless of where such use occurs (e.g., the District's property, an employee's home, other private property, etc.).\***

**\*Staff who bring privately owned equipment to school are personally responsible for the equipment as well as all security, maintenance and repairs. The District will not accept any responsibility or liability for damaged, lost, or stolen personal devices\***

### **Management of Technology Use**

The District retains ownership and control of its technology systems at all times. To maintain system integrity, monitor network etiquette, and insure that users are using the system responsibly, the systems operator and school administrators may review user account files and communications, including electronic mail and voice mail. Such review may occur at any time and without notice.

Users should not expect that those files and other information communicated or stored on district network services will be private.

The systems operator or designee may temporarily close an account at any time as required. The administration may request that the systems operator deny, revoke or suspend specific user accounts.

### **Expectations of Staff Members**

It is the expectation of the district that personal use of the Internet and e-mail by staff during the workday will be kept to a minimum. Personal use of the internet includes, but is not limited to, the utilization of social media

websites (e.g., Facebook, Twitter, Instagram, YouTube, etc.), online shopping websites (e.g., Amazon, Craigslist, EBay, etc.), sports websites, and news websites. Personal use of e-mail includes, but is not limited to, the preparation, forwarding, printing or transmission of e-mails which fall into the following categories:

- Chain e-mails;
- Jokes, pictures, videos, websites;
- Purchase of products or services;
- Surveys;
- Personal/outside business pursuits;
- Offensive e-mails of any type, including those with sexual, religious or racial references; and
- Social activities.

While filtering software is effective, it does not guarantee that every undesirable site will be located and blocked. Any staff member who discovers such a site or observes students entering such a site must report this information to the technology staff.

Student access to the network and the Internet will be under the guidance of the staff member to whom the student is accountable. Students must abide by the guidelines of the Student Technology and Internet Usage Agreement. Staff members who observe violations of the agreement must report such violations of inappropriate student use to technology staff and the building disciplinarian.

### **Prohibited Activities**

The following activities are not permitted on district networks:

1. **\*Use of district printers for private use\***
2. Sending or displaying offensive messages or pictures
3. Using obscene language
4. Harassing, insulting or attacking others
5. **\*Use of email in an unprofessional manner (i.e., sending blast emails that are negative or derogatory in nature) will not be allowed\***
6. **\*Using email to engage in commerce (an electronic marketplace is set up for this purpose)\***
7. Engaging in practices that threaten the network (e.g., loading files that may introduce a virus)
8. Downloading software from the Internet or loading software that was not purchased by the district without prior permission from the technology department
9. Violating copyright laws
10. Using others' passwords
11. Employing the network for commercial purposes
12. Any form of harassment using electronic devices, commonly known as "cyber bullying," by students, staff or third parties is prohibited and will not be tolerated in the district. "Cyber bullying" is the use of any electronic communication device to convey a message in any form (text, image, audio or video) that defames, intimidates, harasses or is otherwise intended to harm, insult or humiliate another in a deliberate, repeated or hostile and unwanted manner under a person's true or false identity. In addition, any communication of this form on or off campus which disrupts or prevents a safe and positive educational or working environment may also be considered cyber bullying.

## **Public Records**

The District must comply with various state and federal guidelines concerning open records. Email documents can sometimes be subject to public records requests; depending upon their content. It is the employee's responsibility to save all messages, whether in electronic format or hard copy, pursuant to records retention statutes and the District's record retention policy.

## **Penalties for Violations**

Access to the system is a privilege, not a right. This privilege may be revoked at any time for use that is not consistent with the educational goals, policies, or administrative procedures of the district. The principal/designee or other system supervisor reserves the right to deny access to any person who is in violation of the use of district technology systems. The determination of what constitutes a violation of the use of district technology systems shall be at the sole and absolute discretion of the District.

Violations of this agreement by district staff may also be subject to disciplinary action and penalties as may be applicable under district policies and handbooks.

Rev. October 2017

Rev. November 2018