



# Teacher Handbook



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**SCHOOL DISTRICT OF BLACK RIVER FALLS  
TEACHER HANDBOOK**

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## **PERSONNEL POLICIES**

This handbook has been prepared to acquaint teachers with various employment-related policies in the School District of Black River Falls. For purposes of this handbook, the term “teachers” includes all regular full-time and regular part-time classroom teachers, LMC Director, School Counselor, and Reading Specialist employed in the District, but excluding substitute employees, limited term employees, temporary employees, students, support staff, support services, supervisory, managerial and confidential employees. In addition, throughout this handbook, the terms “teachers,” “employees,” and “professional staff” are used interchangeably.

### **ACCIDENT/INCIDENT REPORTS**

When observing a student accident or injury, a completed student accident report form should be submitted to the principal/supervisor within twenty-four hours or the next scheduled District workday, as appropriate. Additionally, employees should follow the established procedures for reporting work-related injuries and illnesses. Employees are required to notify their supervisor and immediately call the nurse triage line after a work-related injury or illness occurs. In cases of emergent care, employees must notify their supervisor immediately, seek medical care, and contact the nurse triage line as soon as practicable. The District’s established procedures for reporting work-related injuries and illnesses are posted in employee work rooms or lounges and in the office of each work location.

### **ANNUAL HUMAN RESOURCES NOTICES**

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

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

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

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

Post-employment benefits are benefits paid to employees after their retirement date and result from services rendered during employment. Post-employment benefits include pension and non-pension benefits, such as health benefits. In June of 2007, the District established an irrevocable trust as a vehicle to invest funds for future post-employment benefit obligations for current employees who may become eligible for these benefits. Funds invested in the Trust may accumulate interest earnings as well. The financial information regarding the Trust is reported in our

annual report each year and shared at the Annual Meeting of the Electors. Employees who would like a full copy of the Trust document should contact the District Office.

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

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

**4. Fraud Policy**

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

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

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

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

1. Offering to hold the meeting as scheduled, but without any recording.
2. Offering to reschedule the meeting, if practical, to a later date/time.
3. If the request relates to an individual who clearly has exceptional needs and all agents and employees of the District who will be attending the meeting, or who are actually in attendance, consent to the recording, then the meeting may be held as scheduled and recorded.

**6. The Director of Business Services has been designated as the Title IX Coordinator for any complaints or reports of sexual harassment within the District. **Any person** (including a witness or other person who has not been harmed/victimized by the alleged conduct or challenged policy) may report a concern or allegation of prohibited discrimination or prohibited retaliation to either the District Title IX Coordinator or to the District Administrator. Please refer to School Board Policy 112 "Non-Discrimination in District and District Programs, Activities, and Operations".**

## **ASSIGNMENTS, TRANSFERS, AND VACANCIES FOR TEACHERS**

When a teaching position becomes vacant (as determined by the District) or when the District creates a new teaching position, the District may simultaneously post the position both internally and externally. Internal teaching staff members may apply for posted positions. The District retains the right to hire internal or external candidates for positions, and assign and transfer internal candidates to positions, at its discretion. Involuntary transfers may only occur in the teacher's area of certification.

If the District is displacing a teacher due to budget reductions, low enrollment, or for another reason, that displaced staff member will have the first opportunity to post into internally posted positions for which they are qualified.

If the District is not displacing a current staff member, the following procedures will be followed:

1. Positions will be posted internally and externally concurrently for vacancies.
2. They will be posted for a minimum of five (5) working days except openings after August 1<sup>st</sup>. After this date positions may be posted until filled.
3. Positions will be posted in every building (except during summer months) and on District website.
4. Employee Interested in Position:
  - a. If posted position is within the building you are currently assigned, you should contact Human Resources at ext. 1002 to express interest.
  - b. If posted position is outside of the building you are currently assigned, you will need to submit a letter of interest to highlighting your experience and qualifications for the new area of interest. It is always in your best interest to provide additional information to the screening committee that you are applying to. Not all members of the screening committee will have a working knowledge of your employment highlights. If you are applying for an administrative position, we ask that you utilize the WECAN system so that all applicants can be reviewed thoroughly by the entire screening committee.

## **ATTENDANCE, ABSENTEEISM AND TARDINESS FOR TEACHERS**

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

Teachers must notify their building principals of any absence or departure from scheduled work hours through compliance with the provisions described in the policy relating to the reason for the absence. Certain absences require prior approval; all absences or departures from scheduled work hours require teachers to provide their building principals with prior notification that they will be absent for all or part of their regularly scheduled work days. AESOP and/or Skyward are to be used by employee for such absences.

Teachers are professionals. They deserve a profession that expects excellence and school leaders who offer honest assessments of their strengths and weaknesses, helpful feedback, and a

commitment to their development. It is also understood that professionals sometimes need flexibility in their work days. This means that when activities a teacher may have a need to participate in, they are provided the flexibility to do so. Such activities may include, but are not limited to; making a student home visit, attending a doctor appointment, attending a personal business meeting. Teachers are encouraged to work with their principal and colleagues regarding class coverage during this approved absence. Absences of this nature are not expected to exceed forty-five (45) minutes in duration. Abuse or misuse of this flexible work schedule may result in the District determining that a teacher is no longer granted such flexibility. It may also result in disciplinary action, up to and including termination.

Black River Falls' teachers work professional hours, in a work-day filled with a variety of teaching, learning, reflecting, coaching, and leading experiences in efforts to continuously improve their practice and to have a positive impact on student achievement. This means that the regularly scheduled hours, which are set by administration, are printed in each building's handbook.

Teachers also have expectations of additional hours after the typical schedule as the job requires; where teachers are an active participant with parents, students, and community members. Examples would include: holiday activities, fine arts nights, open houses, family nights, and specific building activities. These events are not on a regularly scheduled basis.

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

## **BACKGROUND CHECKS**

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

The District may conduct criminal background checks on current employees.

## **BEREAVEMENT LEAVE**

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

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

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

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

A teacher who needs to use additional leave beyond that provided in this policy may be granted personal leave and/or unpaid leave upon request and at the discretion of the Superintendent.

## **CATASTROPHIC LEAVE BANK**

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

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

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

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

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

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

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

**C. Eligible Employees:**

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

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

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

**E. Enrollment Procedures:**

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

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

**F. Qualifying Criteria:**

The requesting employee shall:

1. Have used all accrued paid leave.
2. Be permitted to withdraw a maximum of sixty (60) contract days from the CLB in any given school year.
3. Not be receiving worker's compensation or long-term disability.
4. Provide sufficient medical certification, renewing such certification every thirty (30) contract days during absence. The certification must verify the severity or extraordinary nature and expected duration of the employee's or immediate family member's condition.

**G. Process:**

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

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

**H. Termination:**

Upon termination of employment or withdrawal from membership in the CLB, a

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

## **DENTAL INSURANCE**

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

The District will contribute fifty percent (50%) of the monthly single premium or fifty-three percent (53%) of the monthly family premium for all eligible full-time employees electing dental insurance.

The District will contribute fifty percent (50%) of the monthly single premium or a pro-rated share of the premium for family coverage for part-time teachers. The pro-ration will be based on their pro- rated contract and then applied to the fifty-three percent (53%) contribution.

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

## **DIRECT DEPOSIT**

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

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

## **DISCIPLINE, TERMINATION AND NON-RENEWAL**

A teacher may be disciplined, up to and including termination, for reason(s) that are not arbitrary, capricious or discriminatory. The Superintendent or his/her designee may impose discipline upon a teacher and recommend termination of a teacher to the Board of Education.

A teacher's contract may be non-renewed for a reduction in force, for not meeting performance expectations and/or for disciplinary reasons. The reason(s) for such a contract non-renewal may not be arbitrary, capricious or discriminatory. Teacher contract renewals and non-renewals are subject to the procedures set forth in Wis. Stat. §118.22 or to another procedure set forth in the teacher's individual contract.

## **DRESS CODE**

The image and representation of the District is reflected by the teaching staff and their attire. The District expects that teachers, as role models for students, will dress in professional business casual attire appropriate for their teaching assignments and/or lessons. Business casual attire is clothing that is less formal than traditional business wear, but is still intended to give a professional and business-like impression.

Certain days may be designated as special days (e.g., Homecoming week) by the building principal. On such days, the building principal may relax the dress code and allow teachers to wear jeans and other casual attire.

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

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

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

Employees shall be required to undergo alcohol and/or drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable suspicion exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. Refusal to consent to testing will be treated as a positive test and may result in disciplinary action, up to and including termination of employment.

## **DUTY FREE LUNCH FOR TEACHERS**

All teachers shall receive a thirty (30) minute duty free lunch break.

LEGAL REF: Wis. Stat. 118.235

## **EMERGENCY LEAVE**

The Superintendent, upon recommendation from a building principal, may, at his/her discretion, grant a teacher the use of emergency leave for emergencies that are not covered by any other paid or unpaid leave policies and which prevent said teacher from completing his/her regularly scheduled

work responsibilities. Teachers may be granted up to five (5) days of emergency leave per school year to be deducted from their accumulated sick leave.

A teacher who needs to use emergency leave must notify his/her building principal as soon as possible and no later than twenty-four (24) hours before emergency leave is taken. A building principal may waive a teacher's obligation to provide such notice, at his/her discretion, under appropriate circumstances.

## School District of Black River Falls

### School Board Policy 527

#### Employee Grievance Policy and Procedure

##### **Informal Resolution:**

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

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

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

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

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

##### **Time Limits for Filing a Grievance**

If the informal resolution process does not resolve the complaint, and the employee believes that his/her complaint satisfies the definition of a grievance, as defined below, the employee may initiate a formal grievance pursuant to the procedures described herein. A grievance involving employee termination or discipline shall be filed no later than twenty-one (21) days after the employee receives notice of the discipline, termination or non-renewal of a contract pursuant to Wis. Stat. §§ 118.22 or 118.24. A grievance involving workplace safety shall be filed no later than

twenty-one (21) days after the employee first attempts to resolve his/her workplace safety concerns through the informal resolution process.

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

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

### **Definitions:**

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

construed to mean a separation from employment initiated by the employer, (including, for purposes of an employee with a definite term contract, a separation from employment initiated by the employer which is effective during the term of the contract), but shall not include, without limitation by enumeration, the following:

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

assigned hours.

3. **Workplace safety:** The term “workplace safety” shall be narrowly construed to refer to (1) an existing condition that substantially endangers an employee’s health and safety; or (2) any workplace policy or procedure established by state or federal law or the Board to protect the safety and health of employees in the school district and, as used in this section, is alleged by an employee to have been violated and to have substantially adversely affected the employee’s safety at a District workplace.

- C. **Days:** “Days” mean calendar days.

### **General Considerations**

- A. **Impartial Hearing Officer:** The Board shall adopt, prior to the beginning of each school year, or as the need arises, a resolution authorizing an Impartial Hearing Officer appointed by the Board to hold a grievance hearing and make a decision regarding the grievance. The Impartial Hearing Officer shall not be an officer, agent or employee of the Board at the time of appointment. The Board may approve a list of Impartial Hearing Officers, prior to the beginning of each school year (or as the need arises), to be called upon under this procedure.

- B. **Standard of Review:** The standard of review to be applied by the Impartial Hearing Officer of a final administrative decision giving rise to a grievance shall be based on the following, unless an alternative is provided in applicable policy, law, contract or collective bargaining agreement:

1. The review of a final administrative decision to terminate or discipline an employee with a definite term contract or a “cause” standard shall be *de novo* and the decision shall be upheld if it is based on a good and sufficient reason, which shall be any reason that is not wholly frivolous and inconsequential and that has a reasonable basis in fact.
2. The review of a final administrative decision to non-renew a contract (regardless of whether pursuant to a statutory procedure) or to terminate or discipline an employee without a definite term contract or a “cause” standard shall require deference to the final administrative decision and the decision shall be upheld if it is made on any basis other than a basis which is “arbitrary and capricious,” which shall be defined as an action which is either so unreasonable as to be without rational basis or the result of unconsidered, willful, or irrational choice.
3. The review of a final administrative decision concerning a workplace safety grievance shall require deference to the final administrative decision and the decision shall be upheld if it is made on any basis other than a basis which is “arbitrary and capricious,” which shall be defined as an action which is either so unreasonable as to be without rational basis or the result of unconsidered, willful, or irrational choice.

- C. **Termination of an Employee with a Contract for a Definite Term:**<sup>1</sup> The required procedure for terminating an employee where there is an expectation of continued

employment because of a contract for a definite term, a “cause” standard or another basis in law or fact, is as follows:

1. The Superintendent or his/her designee (or in the case of the termination of the Superintendent, an individual designated by the Board President) shall notify the employee, in writing, that he/she intends to recommend that the Board terminate the employee at the next regularly scheduled Board meeting or a Special Board meeting within forty-five (45) days of the date of the written notice.
2. At the Board meeting to hear the termination recommendation, the Board shall hold an informal hearing, which means that the Superintendent or his/her designee (or in the case of the termination of the Superintendent, an individual designated by the Board President) will present a summary of the evidence and argument in support of the recommendation for termination, to be followed by an opportunity for the employee and his/her representative to present a summary of any evidence and argument in response. An informal hearing, for purposes of this Grievance Policy and Procedure, is not a full-blown evidentiary hearing, i.e., there shall be no swearing of witnesses and no direct or cross examination of witnesses; and the rules of evidence do not apply.
3. The Board shall issue its decision, in writing, within seven (7) days of the informal hearing. If the Board accepts the recommendation to terminate the employee, the Board shall inform the employee, in writing, that the Board has terminated the employee’s contract/employment and that, if the employee wishes to appeal the termination decision, the employee shall file an appeal at Level Two by filing a completed grievance form with the Board President within twenty-one (21) days of receiving written notice of termination. If no appeal is filed, the Board’s decision shall become final.

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

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

### **Level One**

- A. The grievant may initiate a formal grievance by obtaining a grievance form from his/her immediate supervisor or designee or from the human resources manager or department,

filling out the form, and providing a copy to his/her immediate supervisor and to the Superintendent. On the form, the grievant shall (1) identify the category of grievance (i.e., termination of an employee without a contract with a definite term, discipline, or workplace safety), (2) describe the attempts to resolve the complaint informally (if applicable), (3) identify the facts supporting the grievance, (4) specify the policy, rule, regulation, or law alleged to have been violated, and (5) describe the relief requested. In order to be considered, a grievance shall be filed, in writing, using the appropriate form.

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

### **Level Two**

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

not award attorney's fees or litigation expenses against the District at any time.

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

### **Level Three**

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

Each party may make a brief oral presentation to the Board or appeal panel to summarize his/her position. The appeal hearing shall be recorded and shall be held in closed session, unless the parties are allowed to present additional information, in which case the grievant shall be given the opportunity to have the evidentiary portion of the appeal hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy, which may apply to the subject matter of the hearing, e.g. pupil confidentiality.

- F. The Board or appeal panel may affirm, reverse, or modify the decision of the Impartial Hearing Officer. The Impartial Hearing Officer's decision will be reversed if the decision was:
1. In violation of constitutional provisions;
  2. In excess of the statutory authority or jurisdiction of the school district;
  3. Made upon unlawful procedure or in contravention of this Grievance Policy and Procedure;
  4. Affected by other error of law;
  5. Based upon improper application or interpretation of Board policy;
  6. Unsupported by substantial evidence in view of the entire record as submitted. (As used in this policy, *substantial evidence* means such relevant evidence as a reasonable mind would accept as adequate to support a conclusion), or otherwise erroneous;
  7. Arbitrary and capricious;
  8. Affected by the inappropriate application of the standard of review by the Impartial Hearing Officer; or
  9. In contravention of public policy considerations.
- G. Procedural errors, which do not have a substantial effect on the rights of the parties, shall not be grounds for reversal of any decision.
- H. The decision of the Board or appeal panel shall be final. The Board or appeal panel shall make every effort to send to the grievant and the Superintendent a written statement of its decision within a reasonable time after hearing the appeal.

### **Retaliation**

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

### **Request for Reconsideration of School Board Decision**

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

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

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

**EMPLOYEE GRIEVANCE FORM**

Employee Name: \_

Date: \_

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

Termination

Discipline

Workplace Safety

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

Yes

No

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

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

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

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

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

## **EMPLOYEE IDENTIFICATION BADGES**

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

## **EMPLOYEE – STUDENT RELATIONS**

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

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

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

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

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

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

## **FAMILY AND MEDICAL LEAVE POLICY**

The School District of Black River Falls complies with the provisions of the Federal and State Family and Medical Leave laws. Employees may be eligible for family and medical leave under

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

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

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

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

- An eligible employee has a right under the FMLA for up to twelve (12) weeks of unpaid leave during *a calendar year*, for the birth or placement for adoption or foster care of a child, the serious health condition of the employee or the employee’s child, spouse or parent, or because of a qualifying exigency arising out of active duty or call to active duty of the employee’s spouse, son, daughter or parent. If the employee and the employee’s spouse are both eligible for FMLA leave and are both employed by the District, the employee and the employee’s spouse are eligible to take a combined total of twelve (12) weeks of leave during the twelve (12) month period for child rearing or a family member's serious health condition.
- An eligible employee has a right under the FMLA for up to twenty-six (26) weeks of unpaid leave in a single twelve (12)-month period to care for a covered service member with a serious injury or illness.
- An eligible employee has a right under the WFMLA, during each calendar year, for unpaid leave of up to six (6) weeks for birth or placement of a child for adoption; two (2) weeks to care for a child, spouse or parent with a serious health condition; and two (2) weeks for the employee’s own serious health condition.
- If an employee’s leave qualifies under both laws (FMLA and WFMLA), it will be counted against his/her entitlement under both laws and shall run concurrently.
- For school year employees, if the employee is on leave at the end of one (1) school year

and the beginning of another, the leave will be considered consecutive, not intermittent, and the employee will be provided with any benefits over the summer vacation that he/she would normally receive if the employee had been working at the end of the school year. Summer vacation is not counted against a school year employee's FMLA leave entitlement.

- **Instructional Employees.** Special rules apply to “instructional” employees under the FMLA. The special rules affect the taking of intermittent leave or leave on a reduced leave schedule, or leave near the end of a semester. “Instructional employees” are employees whose principal function is to teach students in a class, small group, or individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include assistants or aides who do not actually teach nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists, or non-instructional support staff. The special rules for “instructional” employees include:
  - If an eligible employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or because of the employee’s own serious health condition, which is foreseeable based on planned medical treatment, and the employee will be on leave for more than twenty (20%) percent of the total number of working days over the period the leave would extend, in order to minimize the disruption to the educational process, the District may require the employee to choose either to:
    1. Take leave for a particular duration, not longer than the duration of the planned treatment. If the employee chooses this option, the entire amount of leave will be counted against his/her FMLA leave entitlement.
    2. Alternatively, the employee may transfer temporarily to an available alternative position, for which he/she is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave.
  - If the employee does not give required notice of foreseeable leave to be taken intermittently or reduced leave schedule, the District may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position, or delay the taking of leave until the employee has given the necessary notice.
  - If the employee begins a leave more than five (5) weeks before the end of a semester, less than five (5) weeks before the end of a semester, and less than three (3) weeks before the end of a semester, special rules apply.
  - If the employee begins leave more than five (5) weeks before the end of a semester, the leave will last at least three (3) weeks, and the employee would return to work

during the three (3) -week period before the end of the semester, the District may require the employee to continue taking leave until the end of the semester.

- If the employee begins leave during the five (5) -week period before the end of a semester because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member, the District may require the employee to continue taking leave until the end of the semester if the leave will last more than two weeks, and the employee would return to work during the two (2) -week period before the end of the semester.
- If the employee begins leave during the three (3) -week period before the end of a semester because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member, the District may require the employee to continue taking leave until the end of the semester if the leave will last more than five (5) working days.
- If the District requires the employee to continue taking leave to the end of the semester, only the period of leave until the employee is ready and able to return to work will be charged against the employee's FMLA leave entitlement. However, the District will maintain the employee's group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.
- For the purposes of the WFMLA and FMLA, "child" means a biological, adopted or foster child, step child, legal ward, or a child of a person having day-to-day care for the child. Also, the child must either be under age eighteen (18), or be eighteen (18) years or older and unable to care for him/herself because of a mental or physical disability or serious health condition. "Parent" means biological parent, foster parent, adoptive parent, step parent or an individual who was responsible for the day-to-day care of the employee when the employee was a child. While the FMLA does not include parents of spouses or domestic partners in the definition of "parent", the WFMLA does.
- An employee may substitute any paid leave for WFMLA leave and may substitute any paid leave for which he/she is qualified under the terms and conditions of the District's paid leave policies for FMLA leave. As noted, in some cases, the District may require the employee to substitute paid leave for any portion of leave that is FMLA leave only. All substituted leave runs concurrently with WFMLA and FMLA leave. The terms and conditions of applicable sick/vacation/other leave usage are stated in the Board's policies. If an employee has any questions about how these policies relate to each other and the WFMLA/FMLA, the employee should contact the human resources department. If the employee does not meet the requirements for taking paid leave, the employee may still be eligible to take unpaid WFMLA/FMLA leave.

- An employee may take the allotted WFMLA and/or FMLA leave on an intermittent or leave reduced work schedule basis only in certain circumstances:

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

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

- The District will maintain an employee's group health insurance benefits during any period of WFMLA and/or FMLA under the same conditions as if the employee continued to work.
- Upon an employee's return from WFMLA/FMLA covered leave, the employee will be reinstated to the same job or, if that job is not vacant, an equivalent job with the same pay, benefits, and terms and conditions of employment. If the employee's leave extends beyond the end of his/her allowable WFMLA/FMLA leave, these return rights provided by the WFMLA/FMLA laws will end.
- If the employee does not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave; (2) the continuation, recurrence, or onset of a covered service member's serious injury or illness which would entitle the employee to FMLA leave; or (3) other circumstances beyond the employee's control, the employee may be required to reimburse the District for its share of health insurance premiums paid on the employee's behalf during the FMLA leave.
- If an employee fails to return to work after the expiration of his/her WFMLA/FMLA leave, the employee will be subject to immediate termination unless an extension of such is granted by the Board or its designee. If the employee's inability to return to work is due to the continuation, recurrence or onset of the employee's own serious health condition, or of the serious health condition of the employee's spouse, child or parent, the employee must submit a written request for such an extension as soon as the employee realizes that he/she will not be able to return at the expiration of the WFMLA/FMLA leave period. The District will consider each such request on a case by case basis. There is no guarantee that an extension will be granted.

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

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

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

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

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

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

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

#### ADDITIONAL INFORMATION

Employees should also refer to the WFMLA and FMLA posters which are reproduced as the next two pages of this Policy. This Policy does not spell out all rights and responsibilities of the

District's employees for every possible situation under the WFMLA and/or the FMLA. If an employee has any questions or desires additional information, he/she should contact the human resources department.

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

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



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

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

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

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

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

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

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

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

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

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

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

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

## REQUESTING LEAVE

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

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

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

## EMPLOYER RESPONSIBILITIES

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

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

## ENFORCEMENT

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

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



For additional information or to file a complaint:

**1-866-4-USWAGE**

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

**www.dol.gov/whd**

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



## **FOOD SERVICE ACCOUNT BALANCES:**

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

## **HEALTH EXAMINATIONS**

The District requires, as a condition of employment, that all new employees obtain a physical examination, including a tuberculin skin test, or otherwise comply with the state law governing such examinations. Freedom from tuberculosis in a communicable form is a condition of employment.

If the employee's tuberculin skin test is positive, a chest X-ray shall be required.

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

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

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

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

State and federal laws prohibit employment discrimination against "qualified individuals with disabilities." In accordance with these laws, the District commits to providing reasonable accommodations to its employees in assuring that individuals with disabilities enjoy full access to equal employment opportunities. Accordingly, the District will provide reasonable accommodations to qualified individuals with disabilities when such are directly related to performing the essential

function of a job. An employee requiring a modified work environment as the result of a disability may request a reasonable accommodation. Approved accommodations will be reevaluated periodically to ensure that they remain necessary, reasonable and effective.

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

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

LEGAL REFERENCE: Wis. Stat. § 118.25

Wis. Stat. § 121.52(3)(a)

Americans with Disabilities Act of 1990, as amended,

42 U.S.C. 12112(d)(3)(B) and (C)

## **HEALTH INSURANCE**

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

The District will contribute eighty percent (80%) of the premium for single or family coverage for full-time teachers.

The District will contribute eighty percent (80%) of the premium for single coverage and a pro-rated share of the premium for family coverage for part-time teachers. The pro-ration will be based on their pro-rated contract and then applied to the eighty percent (80%) contribution.

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

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

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

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

employee, including salary.

The District shall contribute to an employee HRA (Health Reimbursement Account) through a third party, MidAmerica Administrative & Retirement Solutions, LLC, to assist with the deductible portion of the health insurance plan. The HRA contribution will be deposited on July 1, coordinated with the beginning of the new plan year. Employees will have immediate access to the annual contribution and will be 100% vested in the annual contribution if still enrolled in the district's health plan on December 31<sup>st</sup>. If the employee terminates the health plan prior to December 31<sup>st</sup>, unused HRA contributions from the current health plan year will forfeit back to the district. Employees retain any unused, vested funds from prior plan years.

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

## **INCLEMENT WEATHER**

### **School Closing**

The District may close school for inclement weather, health, and/or safety-related reasons, at its discretion. In the event that the District closes school, it will announce the closing via School Messenger, radio, television, the District's website, and through available social media outlets.

On days that school is closed due to inclement weather, health, and/or safety-related reasons, teachers will utilize the approved online learning formats and schedules to engage students in their academic work for that day. Teachers may choose to work from their home if they have the tools they need, or they may enter the building, unless, in extreme situations, the buildings have also been closed for all staff.

A teacher that does not work on an inclement weather day due to illness will be asked to use sick time for those hours. If no sick time exists, then unpaid leave should be requested.

### **Early Dismissal**

All teachers will be excused from work when their respective building is cleared of students and secured with no loss of wage or benefits.

### **Late Starts**

When school is delayed due to inclement weather teachers are not required to report to work until the new start time.

If a teacher has a pre-approved leave request already entered and approved prior to a late start, they should indicate to the building secretary that they want their leave time returned to them.

A teacher that does not attend work on an inclement weather day due to travel constraints will be asked to use personal time for those hours. If no personal time exists, then unpaid leave should be requested.

## **INVESTIGATIONS**

*Expectation of Cooperation:* In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired, and to be truthful and forthcoming during such investigations. If an employee fails to be truthful and/or forthcoming during an investigation, such conduct constitutes “insubordination,” a violation that will be grounds for disciplinary action up to and including termination.

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

## **JOB SHARING**

The superintendent will consider written requests for job sharing and may grant approval of such requests on a case-by-case basis. Teachers will be allowed to job share based upon the willingness of the teachers involved and at the discretion of the District. The District may terminate a job sharing arrangement at any time at its discretion. **JOB SHARING**

The superintendent will consider written requests for job sharing and may grant approval of such requests on a case-by-case basis. Teachers will be allowed to job share based upon the willingness of the teachers involved and at the discretion of the District. The District may terminate a job sharing arrangement at any time at its discretion.

## **JURY DUTY LEAVE**

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

A teacher who has been selected to serve as a juror and therefore needs to be absent from work, must notify his/her building principal of his/her absence as soon as possible, and not less than twenty-four (24) hours before the absence.

## **LICENSURE AND CERTIFICATION**

All teachers must maintain current and proper licensure for their positions. A teaching contract with any person not legally authorized to teach the named subject or at the appropriate level shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates. All newly hired teachers shall submit their licenses or proof of license application to the District Office within ten (10) calendar days after entering into a contract with the District. All teachers must have their current licenses on file in the District Office by September 1 of each year. All teachers are responsible for the costs of maintaining their licenses. Teachers may not relinquish a license held at the time of hire without prior approval of the Superintendent.

LEGAL REF:           Wis. Stat. § 118.19  
                              Wis. Stat. § 118.21  
                              Wis. Stat. § 121.02

## **LIFE INSURANCE**

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

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

## **LIQUIDATED DAMAGES**

Every individual teaching contract shall include the following liquidated damages for teachers who resign during the stated time periods:

### **For full-time teachers:**

Last day with students – June 30:	\$400
July 1 – July 31:	\$600
August 1 – Last Workday of School Year:	\$1,000

### **For teachers who were reduced in time or involuntarily transferred:**

Last day with students – June 30:	\$200
July 1 – July 31:	\$300
August 1 – Day Before First Workday of School Year:	\$500
First Workday of School Year – Last Workday of School Year:	\$1,000

When possible, liquidated damages will be deducted from the employee's final paycheck. The Superintendent may, at his/her discretion, waive liquidated damages.

## **LONG-TERM DISABILITY INSURANCE**

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

## **MILITARY LEAVE**

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

expected duration. Eligible employees should also provide the District with a copy of any relevant military orders.

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

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

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

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

### **NORMAL WORKLOAD FOR TEACHERS**

The normal workload for full-time high school teachers shall consist of four (4) blocks of classes and one (1) block of preparation. The building principal may assign high school teachers one quarter (1/4) of supervision or duty during one half (1/2) of each teacher's preparation block up to three (3) times per week and if that occurs, the teacher(s) would be exempt from a.m. or p.m. supervision duties. The building principal will create the rotating schedules for duty assignments with a conscious effort to have the duty assignments equitable and reasonable for the good of the students and the good of the school.

The normal workload for full-time middle school teachers shall consist of six (6) periods of classes and two (2) periods of preparation/planning per day. Supervision or duties may be assigned for one of these (planning/preparation) periods up to three (3) times per week. The building principal will create the rotating schedules for duty assignments with a conscious effort to have the duty assignments equitable and reasonable for the good of the students and the good of the school.

The normal workload for full-time elementary teachers will consist of an average of two hundred and twenty (220) minutes of preparation time averaged over the entire six (6) day rotation.

The building principals will examine and reexamine these expectations to determine if additional needs exist. When needs exist, they will be brought forward for consideration for a change in these expectations. Creative ideas are encouraged to be explored and tried with a positive open mind.

Assigned supervision/duties do not require grading or preparation.

The District has made a commitment to invest a lot of time and resources to build teacher capacity. Because of this investment in teacher growth and the need to constantly focus on student achievement improvement, teachers are expected to participate in the District offered continuous improvement activities. This also includes time for self-reflection, curriculum writing and alignment, student achievement data analysis (which includes discussing root causes and gaps, as well as identifying next steps), and coaching discussions.

## **OBLIGATION TO REPORT CRIMINAL RECORD**

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

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

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation, or suspension of license, and driving after revocation or suspension must be reported if the employee is responsible for driving or operating a District vehicle or piece of mobile equipment or transporting students or staff in any vehicle, even if the responsibility is sporadic. Such report shall be made as soon as possible, but in no circumstance more than three (3) calendar days after the event giving rise to the duty to report. An employee's failure to report the arrest, indictment, conviction, no contest or guilty plea, or other adjudication, in accordance with this provision, may result in employee discipline, up to and including termination, depending upon the circumstances of the offense. In addition, to the extent permitted by law, the underlying facts of an arrest, indictment, conviction, no contest or guilty plea, or other adjudication, may result in employee discipline, up to and including termination. In some cases, the District may place an employee on administrative leave (with or without pay depending upon the circumstances) while criminal charges are pending.

LEGAL REF: Wis. Stat. § 111.335

## **PAID HOLIDAYS FOR TEACHERS**

Teachers will receive paid holidays on the following non-scheduled work days: Labor Day, Thanksgiving Day, and Memorial Day. In order for a teacher to receive pay for these holidays, the teacher must be in paid status on the last regularly scheduled work day before the holiday and on the first regularly scheduled work day after the holiday. If a teacher is approved for at least two (2) paid leave days in a single leave request spanning a holiday, the teacher will remain eligible for holiday pay.

## **PARKING**

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

on District property.

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

## **PAYROLL**

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

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

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

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

LEGAL REFERENCE: Wis. Stat. § 109.03

## **PERSONAL LEAVE**

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

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

Teachers may not use personal leave on the first day of classes with students or during scheduled parent-teacher conference hours. Personal leave that is requested during the first two (2) weeks or the last two (2) weeks of school may be denied at the discretion of the building principal.

A maximum of five (5) teachers per building and a maximum of twelve (12) teachers District-wide will be permitted to take personal leave on any given day. Personal leave requests will be granted in the order in which they are received at the discretion of the building principal. Teachers must request personal leave at least forty-eight (48) hours in advance through Employee Access and/or AESOP, as appropriate.

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

Employees shall have no expectation of privacy in their personal work spaces on District property, including, but not limited to, desks, filing cabinets, lockers, storage spaces, and mailboxes. The District may, at any time, and for any reason, search an employee's personal work space.

Further, it is the expectation of the District that work areas on District property, including, but not limited to, offices and classrooms, shall only include professional and appropriate décor. Any employee, who displays unprofessional or inappropriate décor in his/her work area, as determined by the District, shall be asked to remove such décor.

## **PERSONNEL RECORDS**

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

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

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

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

## **POLITICAL ACTIVITY**

The District guarantees to employees, full equality with other citizens in the exercise of their political rights and responsibilities, such as voting, discussing political issues, campaigning for candidates, and running for and serving in public office, but employees shall refrain from exploiting the institutional privileges of their positions to promote candidates or parties and activities. No employee

shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

## **PROFESSIONAL DEVELOPMENT**

The District is committed to job embedded professional development. Teachers will be given a total of eight (8) District-created professional development days per year (which will be included into the District's calendar), including one (1) flex day. Professional development days are to be used for District initiatives, professional practice goals, and other purposes as mandated by law.

Teachers, who wish to participate in a non-District created professional development activity, must complete the Professional Development form and submit it to their building principal for approval at least three (3) weeks in advance of the requested professional development day. The building principal will consult with the Curriculum and Instruction Director and the Director of Business Services before approval or denying such requests. The District's administration may grant or deny professional development leave at its discretion.

The one (1) flex day includes seven and one-quarter (7.25) hours of administrative approved professional development that is completed outside of the scheduled work day. These activities must be completed from July 1 to June 30 of each school year. The Flex Day process includes the following steps:

- 1.) The teacher submits a request form to their building Principal and Curriculum and Instruction Director for their approval at least two (2) weeks prior to the activity.
- 2.) The request is considered and the authorization status is communicated to the teacher within two (2) weeks of receiving the request.
- 3.) After completion of the activity, the remaining items on the form are completed by the teacher and submitted to the building principal no later than two (2) weeks after completion of the activity.
- 4.) The building principal and Curriculum and Instruction Director will work together to verify completion of the expectations.
- 5.) The form is then forwarded to Human Resources within two (2) weeks of receiving the form.
- 6.) Human Resources will then document the activity into Skyward within two (2) weeks of receiving the form.

If the teacher does not complete the Flex In-service form, the paid leave will not be approved, the day will be treated as an unpaid leave day, and the teacher's payroll will be reconciled accordingly.

## **PROHIBITION AGAINST WORK STOPPAGE**

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

LEGAL REF: Wis. Stat. § 111.70

## **REDUCTION IN PROFESSIONAL STAFF**

At times, it may be necessary to reduce the number of professional staff employed by the District due to reasons such as, but not limited to, decreased enrollment of students, budgetary constraints, closing of schools, territorial changes affecting the District, or return to duty of regular professional staff after leaves of absence.

Where appropriate, attrition may be used to achieve the necessary number of position reductions.

When a teacher's contract is non-renewed due to a reduction in force, the decision will be based on a composite of the following criteria: effectiveness in teaching and in related professional responsibilities evidenced by teacher evaluation; type, quantity, and quality of service made to the School District of Black River Falls based on job description expectations; adaptability to other assignments (academic and extra- curricular) and multiple licenses; evidence of professional growth as well as specialized or advanced training; and previous history of grade levels and subject areas taught. If all teachers being considered for reduction are above average employees and there are no distinguishable criteria between them, length of service will be considered.

If the District decides to reduce the number of full-time teacher positions or the number of hours in any full-time teacher position, it will provide teachers selected for reduction with a notice of said reduction by complying with the contract non-renewal deadlines and procedures in Wis. Stat. § 118.22.

## **REIMBURSEMENT FOR COSTS**

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

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

In order to receive reimbursement for costs covered by this policy, teachers must complete the expense reimbursement form in Skyward and in accordance with District procedures and timely submit it to the Budget Center Administrator for approval by the Director of Business Services.

## **RETIREMENT PROVISIONS**

District teachers who meet the following eligibility requirements shall be eligible for this retirement benefit:

1. The teacher shall have at least twenty-five (25) years of teaching experience, the last twenty (20) years in the School District of Black River Falls; and
2. The teacher shall have reached the age of fifty-five (55) by at least August 15 of the school year (July 1-June 30) in which they terminate employment with the District for reasons other than non-renewal or discharge; and
3. The teacher shall have notified the District Office in writing by April 15<sup>th</sup> of the year preceding the year in which he/she desires to terminate employment of his/her intent to terminate employment and interest in receiving this retirement benefit.

A teacher meeting the eligibility requirements above shall receive a deposit of Seven Thousand Dollars (\$7,000) per year for a total of five (5) years in to a Health Reimbursement Arrangement (HRA). The maximum total contributions to the HRA shall be Thirty-Five Thousand (\$35,000). The HRA shall provide reimbursement to the teacher in retirement for medical insurance premiums only. The District, at its discretion, will contract with a third party administrator for the HRA.

This benefit may not be offered to new retirees in subsequent years. The District shall determine the retirement benefit and all terms and conditions of the retirement benefit and the District, at its discretion, may modify the benefit and all terms and conditions, from time to time, or terminate the benefit.

## **SHORT-TERM DISABILITY INSURANCE**

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

## **SICK LEAVE**

### **Sick Leave Accumulation**

Regular full-time teachers will be granted ten (10) sick leave days at the beginning of each school year. Regular part-time teachers will be granted sick leave on a prorated basis. If at the beginning of the school year, the teacher previously employed is ill or unable to resume his/her teaching duties, and such teacher had unused accumulated sick leave days from prior years, he/she may be allowed to use such previously accumulated sick leave days while he/she remains ill or disabled and is unable to work. Such teacher shall not be credited with any additional annual sick leave days until he/she has returned to duty. Any unused days of sick leave may accumulate to one hundred (100) days. A teacher who exhausts the ten (10) days of sick leave credited at the beginning of the school year and subsequently resigns, is terminated, or is on an approved unpaid leave of absence during said school year shall reimburse the District for the paid sick leave representing the portion of the school year during which the teacher is no longer employed or on the unpaid leave. The Board is authorized to withhold said amount from any monies due to the teacher, including salary, as an offset for said liability.

### **Sick Leave Allowable Uses**

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

### **Process for Requesting Sick Leave**

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

### **Sick Leave Verification**

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

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

## **UNPAID LEAVES OF ABSENCE**

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

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

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

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

Teachers who wish to use unpaid leave must request initial approval from his/her building principal through established District procedures. If the unpaid leave is approved by the building principal, the request will be presented to the Superintendent. The administration shall evaluate each request for unpaid leave on a case by case basis, and shall have complete discretion to deny or grant such

requests. The administration may base its decision to deny or grant unpaid leave requests on the basis of individual past requests, attendance, and other factors it deems relevant.

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

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

### **Buildings**

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

### **Bulletin Boards and Mailboxes**

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

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

### **District and Personal Vehicles**

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

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

### **Equipment**

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited to, employee badges/key cards for building entry.

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

### **Cell Phone Use**

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

# WISCONSIN BONE MARROW AND ORGAN DONATION LEAVE ACT

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

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

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

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

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

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



STATE OF WISCONSIN  
DEPARTMENT OF WORKFORCE DEVELOPMENT  
EQUAL RIGHTS DIVISION



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

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

TTY: (608) 264-8752

TTY: (414) 227-4081

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

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

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

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

## **WORKERS COMPENSATION**

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

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

## **WORKPLACE SAFETY**

### **Disaster Preparedness**

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

### **Adherence to Safety Rules**

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

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

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

### **Weapons Prohibition**

Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: Wis Stat. 120.13(1), 948.60, .605, .61.

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

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

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

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

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

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

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

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

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

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

**SCHOOL DISTRICT OF BLACK RIVER FALLS**  
**ACKNOWLEDGMENT OF RECEIPT OF**  
**EMPLOYEE POLICIES AND HANDBOOK**

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

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

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

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

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

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

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