

School District of Rhinelander - Board of Education

**Policy Manual**

**ADMINISTRATION (1000)**

<u>Number</u>	<u>Description</u>
1100	District Organization
1110	Assessment of District Goals
1130	Conflict of Interest - Private Practice
1210	Board - Superintendent Relationship
1213	Student Supervision and Welfare
1220	Employment of the Superintendent
1230	Responsibilities of the Superintendent
1230.01	Development of Administrative Guidelines
1240	Evaluation Plan of the Superintendent
1241	Non-Reemployment of the Superintendent
1260	Incapacity of the Superintendent
1400	Job Descriptions
1422	Nondiscrimination and Equal Employment Opportunity
1461	Unrequested Medical Leaves of Absence/Fitness for Duty
1630.01	Family & Medical Leave of Absence

### **DISTRICT ORGANIZATION**

The Board recognizes that the grouping of grades and services within the facilities of the District can assist the efficient operation of the District and help achieve a more effective instructional program.

The Superintendent shall continually monitor the effectiveness of the District organizational plan and recommend to the Board such modifications in the plan that are in the best interests of the students, make the best use of District resources, and serve the educational goals of the Board.

With the recommendation of the Superintendent, modifications in the organizational plan of the schools may be made by the Board.

The Superintendent shall be the chief executive officer of the District. The Superintendent shall define and recommend those administrative positions required to implement the educational system and program of learning established by the Board. In each case, the Board will approve the broad purpose and function of the position in harmony with state law and regulations.

Responsibility shall flow clearly from the Superintendent through the administrative staff to the operational personnel. It shall be the responsibility of the Superintendent to determine the need for and define operational requirements sufficient to ensure the smooth functioning of the District. Maintenance of an efficient, skilled, operational staff is essential to the effective performance of the system.

It is the Board's intent to maintain an operational and technical staff with a high level of competence.

118.24 Wis. Stats.

*Adopted 11/18/2002*

### ASSESSMENT OF DISTRICT GOALS

One of the major functions of the Board is to work with the administration to establish the goals by which the District can accomplish its mission and to provide the resources necessary for their accomplishment. Due to the importance that the Board places on accomplishing goals, it has established this policy for effective assessment of the District's progress toward their realization.

In conjunction with its annual evaluation of the Superintendent, the Board shall provide the time for both the Board and the administration to assess the progress of the District from the previous year, toward the achievement of current goals. Both the Superintendent's evaluation and the progress-assessment of goals shall take place at a time of the year when the following conditions are most favorable to assure this policy operates as intended:

- A. When adequate and reliable data on results-to-date of each District goal is available so assessment and evaluation can focus on how well the District is accomplishing its goals.
- B. When evaluations or progress assessments of the District's learning programs as well as evaluations by key administrators and other staff have been completed so such data is available for reference by the Superintendent and Board during the assessment of District goals and the evaluation of the Superintendent.
- C. When summaries and synthesized data, compiled from the evaluation of the Superintendent, the Board's self-assessment, and the evaluation data on programs and staff, is available to serve as reference information when determining the reasons for progress and/or lack of progress toward accomplishment of District goals.

The Board uses this assessment/evaluation time period to assess the effectiveness of the Board as well as each Board member.

This annual process of assessing/evaluating the Board, the Superintendent, staff, programs, and resources shall not be considered finished until:

- A. District goals and the strategies and actions being used to accomplish them have been reviewed and reprioritized;
- B. revisions have been made in light of what all of the evaluation data for that year has indicated should be changed or should be continued in order to improve the accomplishment of District goals; and
- C. the Board develops and implements a plan to improve its own performance as the body charged with the responsibility for the governing of the District.

*Adopted 11/18/2002*

### **CONFLICT OF INTEREST - PRIVATE PRACTICE**

The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by District employees is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the District.

To accomplish this, the Board has adopted guidelines to assure that conflicts of interest do not occur. The guidelines are not intended to be all-inclusive, or to substitute for good judgment on the part of all employees. Employees are expected to perform their duties in a manner free from conflict of interest consistent with Wis. Stats. 19.59.

#### Guidelines to Avoid Conflict of Interest

- A. No employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system.
- B. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment with the District.

Included by way of illustration rather than limitation are the following:

- 1. The provision of any private lessons or services for a fee.
  - 2. Soliciting on school premises or under circumstances which are coercive for the private sale of goods or services to students or other employees.
  - 3. The use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through his/her access to District records.
  - 4. The referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals.
  - 5. The requirement of students or clients to purchase any private goods or services provided by an employee or any business or professional practitioner with whom any employee has a financial relationship as a condition of receiving any grades, credits, promotions, approvals, or recommendations.
- C. Employees shall not make use of materials, equipment, or facilities of the District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
  - D. Should exceptions to this policy be necessary in order to provide mandatory services to students or clients of the District, all such exceptions will be made known to the employee's supervisor and will be disclosed to the Superintendent before entering into any private relationship.

*Adopted 11/18/2002*

### **BOARD - SUPERINTENDENT RELATIONSHIP**

The Board believes that, in general, its primary duty is to establish policies and that of the Superintendent to administer such policies. Policy should not be originated or changed without the recommendation of the Superintendent. The Superintendent should be given the latitude to determine the best method of implementing the policies of the Board.

As the chief executive officer of the District, the Superintendent is the primary professional advisor to the Board. He/she is responsible for the development, supervision, and operation of the school programs and facilities, including the development of administrative guidelines consistent with Policy 1230.01, Development of Administrative Guidelines. The Board shall retain oversight of any administrative guidelines that have been established to implement Board policy.

The Superintendent and those administrators directed by the Superintendent shall attend all meetings when feasible. Administrative participation shall be by professional counsel, guidance, and recommendation; as distinct from deliberation, debate, and voting of Board members.

Through annual evaluations of the Superintendent's performance, the Board is responsible for determining the success of the Superintendent in meeting the goals established by the Board

*Adopted 11/18/2002*  
*Revised 04/16/2018*

## STUDENT SUPERVISION AND WELFARE

Administrators, due to their proximity to students, are frequently confronted with situations which, if handled incorrectly, could result in liability to the District and personal liability to the administrator. It is the intent of the Board to direct the preparation of guidelines that would minimize that possibility.

An administrator who is found to have had sexual contact with a student, including a student age sixteen (16) or older, shall be referred to the proper authorities and be subject to discipline up to and including discharge.

This section should not be construed as affecting any obligations on the part of staff to report suspected child abuse under Wis. Stats. 49.981 and Policy 8462, Student Abuse and Neglect.

It is the responsibility of the Superintendent to maintain the following standards:

- A. Each administrator shall maintain a standard of care for supervision, control, and protection of students commensurate with assigned duties and responsibilities.
- B. An administrator should not volunteer to assume responsibility for duties he/she cannot reasonably perform. Such assumption carries the same responsibilities as assigned duties.
- C. Each administrator shall inform the Superintendent of any accident or detected safety hazards.
- D. Each administrator shall inform the Superintendent of any knowledge of threats of violence by students.
- E. An administrator shall not send students on any personal errands.
- F. An administrator shall not associate with students at any time in a manner which gives the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as tobacco, tobacco-related products, alcohol or drugs. This provision should not be construed as precluding an administrator from associating with students in private for personal legitimate or proper reasons.
- G. If a student comes to an administrator to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, the administrator may help the student make contact with certified or licensed individuals in the District or community who specialize in the assessment, diagnosis, and treatment of the student's problem. Under no circumstances should an administrator attempt to counsel, assess, diagnose, or treat the student's problem or behavior, unless properly licensed and authorized to do so.
- H. An administrator, other than the Superintendent, shall not transport students in a private vehicle without the approval of the building principal, Superintendent, and or authorized designee.
- I. A student shall not be required to perform work or services that may be detrimental to his/her health.
- J. Administrators shall not individually engage students in social media and online networking media.
- K. Administrators are expressly prohibited from posting any inappropriate video or comment pertaining to any student on social networking media or similar forums.

Most information concerning a child in school is a confidential student record under state and federal laws. Any administrator who shares confidential information with another person who is not authorized to receive the information may be subject to discipline or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the state and Board Policy 8462, Student Abuse and Neglect, each administrator shall immediately report to the proper legal authorities any sign of suspected child abuse or neglect.

*Adopted 10/19/2015*  
*Revised 10/15/2018*

### EMPLOYMENT OF THE SUPERINTENDENT

The Board of Education vests the primary responsibility for administration of this District in the Superintendent of Schools. The appointment of the Superintendent is, therefore, one of the most important functions the Board can perform.

Whenever the position of Superintendent shall be vacant, the Board shall actively seek the most qualified and capable candidate for the position of Superintendent and fix the salary and term of office, which shall be no more than two (2) years. However, a contract for a term of two (2) years may provide for one or more extensions of one (1) year each, consistent with Wis. Stats. 118.24(1).

In the search for a candidate to fill a superintendent vacancy, the Board may be aided by any or all of the following:

- A. The services of professional consultants.
- B. The counsel of the outgoing superintendent.
- C. The participation of members of the community.

Recruitment procedures may be prepared in advance of the search and may include the following:

- A. Preparation of a written job description for the position of Superintendent.
- B. Preparation of written specifications of qualifications in addition to proper state certification.
- C. Preparation of informative material describing the District and its educational goals.
- D. Where feasible, the opportunity for applicants to visit the schools of the District.
- E. The requirement that each selected candidate for the position be interviewed by Board members in a format that encourages him/her to express his/her educational philosophy.
- F. Solicitation of applications from a wide geographical area.
- G. Consideration of all applicants fairly without discrimination to conform with state and federal regulations on the basis of the protected classes of race, color, national origin, age, sex, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), sexual orientation, national origin, ancestry, or other condition related to nondiscrimination or unrelated to the position of Superintendent.

No person may be employed as Superintendent of the District unless he/she has the proper Wisconsin certification or has applied for certification as a superintendent in Wisconsin, and has signed an employment contract with the Board. If certification has been applied for, receipt is to be timely.

No person may be employed as Superintendent of the District unless he/she has signed an employment contract with the Board.

Such contract shall include the following:

- A. The term for which employment is contracted, including beginning and ending dates.
- B. The salary which the Superintendent shall be paid and the intervals at which the salary should be paid.
- C. The benefits to which he/she is entitled.



D. Such other matters as may be necessary to a full and complete understanding of the employment contract.

The Superintendent so appointed shall devote himself/herself to the duties of his/her office and shall maintain his/her principal residence within the District unless otherwise approved by the Board.

Any candidate's intentional misstatement of fact material to his/her qualification for employment or the determination of his/her salary shall be considered by the Board to constitute grounds for his/her dismissal.

The person selected for the position of Superintendent shall be required to undergo a physical examination reasonably related to the duties he/she will be required to perform, the cost of which shall be borne by the District.

*Adopted 11/18/2002*

### **RESPONSIBILITIES OF THE SUPERINTENDENT**

The Superintendent shall strive to achieve District goals by providing educational direction and supervision to the professional staff and support staff, and shall act as a proper model for the staff and students both in and outside of the District.

118.24 Wis. Stats.  
120.13(1)(b) Wis. Stats.

*Adopted 11/18/2002*

### **DEVELOPMENT OF ADMINISTRATIVE GUIDELINES**

The Board delegates to the Superintendent the function of designing and implementing the guidelines, required actions, and detailed arrangements under which the District will operate. The guidelines, actions, and arrangements shall be consistent with the policies adopted by the Board.

The Superintendent will develop administrative guidelines and rules for policy as necessary and when the law requires.

The Superintendent may also issue such administrative and student handbooks as may be considered necessary for the effective administration of the schools.

As long as the provisions of the administrative guidelines and handbooks are consistent with Board policies, or with state and federal law, they will be considered to be an extension of the policy manual and binding upon all employees, students, parents, volunteers, and/or other persons involved with the District.

The Superintendent shall maintain a current organizational chart to which immediate reference can be made by the Board or any employee of the Board.

118.24 Wis. Stats.

*Adopted 11/18/2002*

## EVALUATION PLAN OF THE SUPERINTENDENT

### Purposes and Outcomes of the Superintendent's Evaluation Plan

#### Purposes

The process for evaluating the Superintendent will

1. describe clearly the duties and responsibilities of the Superintendent;
2. clarify the Board's expectations of his/her performance;
3. enable the Superintendent to know how he/she stands with the Board;
4. identify both areas of strengths and weaknesses in his/her performance;
5. improve communications between the Board and the Superintendent;
6. provide specific ideas through which needs for improvement can be met;
7. foster a high trust level between the Superintendent and Board;
8. enable the Board to hold the Superintendent accountable for carrying out its policies and responding to its priorities; and,
9. provide an opportunity to discuss the Board's performance and the effects of the Board's actions on accomplishing District objectives.

#### Outcomes

The evaluation process will provide

1. an annual written assessment of the current status of the Superintendent's performance;
2. a continuing record of the effectiveness of the Superintendent; and,
3. tangible evidence upon which to base decisions to renew or non-renew the Superintendent's contract and set his/her salary.

#### Procedures for Evaluation of the Superintendent

The Superintendent will be evaluated annually based upon his/her performance of the responsibilities outlined in his/her job description and the District objectives. This evaluation will be in writing and approved by the Board.

Each August, the Board shall approve District objectives for the upcoming school year, unless they have already been determined with previous Board approval. The Board-approved objectives are to be considered personal objectives for the Superintendent.

The President of the Board will lead at least two (2) mid-year evaluation conferences. No written evaluations are required as a result of these meetings. Prior to the final evaluation conference in July, the Superintendent is required to complete a written narrative self-evaluation describing his/her perceived performance of his/her job description responsibilities and his/her District objectives. This is to be sent to the Board prior to the final evaluation conference.

After receiving the Superintendent's narrative self-evaluation, Board members are asked to submit a completed evaluation form to the Board President. Copies of these will be given to the Superintendent at least two (2) weeks prior to the final evaluation conference.

After the conclusion of the final evaluation conference, the President of the Board will draft a final written evaluation, which will be submitted to the Board for approval before issuing it to the Superintendent. This written evaluation will become a permanent personnel record and will be sent to the Superintendent.

The Superintendent has thirty (30) days from receipt of his/her written evaluation from the Board to prepare a written reaction or response to the evaluation. This response shall become a permanent attachment to the Board's written evaluation.

Within thirty (30) days of the receipt of that reaction or response, the Board shall meet with the Superintendent at a time devoted exclusively for this purpose to discuss it with the Superintendent.

*Adopted 11/18/2002*

*Revised 08/18/2008*

### **NON-REEMPLOYMENT OF THE SUPERINTENDENT**

The Board has an obligation to the citizens of the District to employ the professional leadership best trained and equipped to meet the educational needs of students. It shall meet that obligation by retaining only a highly-qualified person as Superintendent for the District.

If the services of the Superintendent are found to be unsatisfactory by the Board, the Superintendent shall be notified in writing by the President of the Board. The Superintendent shall be given an opportunity to correct the condition.

If the Board intends to non-renew a contract, it shall give the Superintendent written preliminary notice by registered mail at least five (5) months prior to the expiration of the contract.

If the Superintendent files a written request with the Board within seven (7) days after receiving such notice, the Superintendent has a right to a hearing prior to being given the notice of non-renewal of the contract. The Superintendent may request a public or private hearing and request that the Board provide its reasons for non-renewal in writing prior to the hearing.

At least four (4) months prior to the expiration of the contract of the Superintendent, the Board shall provide notice in writing of either renewal of the contract or refusal to renew such contract. No person may be employed or dismissed except by a majority vote of the full Board.

Non-renewal of the Superintendent's contract shall be consistent with state law and the provisions of the employment contract between the Board and the Superintendent.

By mutual agreement of the Board and the Superintendent, the employment contract may be modified or terminated.

The contract of the Superintendent may be terminated during its term in accordance with the statutory procedures.

Policy 3143 applies to administrators other than the Superintendent.

118.24 (6) and (7) Wis. Stats.

*Adopted 11/18/2002*

*Revised 09/21/2015*

### **INCAPACITY OF THE SUPERINTENDENT**

It is the duty of the Board to appoint a superintendent 'pro tempore' by a majority vote of the Board upon determination that the Superintendent is incapacitated in such a manner that he/she is unable to perform the duties of his/her office.

The Board shall fix the compensation of the Superintendent 'pro tempore' who shall serve until the Superintendent's incapacity is removed or until the expiration of the Superintendent's contract or term of office, whichever is sooner. The 'pro tempore' shall perform all of the duties and functions of the Superintendent, and may be removed at any time for cause by majority of the full membership of the Board.

The Board will exercise its authority under law to determine the capacity of the Superintendent at the request of the Superintendent and with medical documentation upon certification of a physician.

If the Board determines that the Superintendent is unable to perform the duties of his/her office, he/she may by his/her request, be placed on sick leave, with pay, not to exceed the amount of his/her accumulated but unused sick leave and any advancement of such sick leave, which may be authorized by Board policy.

The foregoing leave shall not extend beyond the contract or term of office of the Superintendent.

The Superintendent shall, upon request to the President of the Board, be returned to active duty status unless the Board denies the request within ten (10) days of receipt of the request. The Board may require the Superintendent to establish to its satisfaction that he/she is capable of resuming such duties on a full-time basis.

The Board may demand that the Superintendent return to active service and upon medical documentation that the Superintendent is able to resume his/her duties, the Superintendent shall return to active service.

The Superintendent may request a hearing before the Board on any action taken under this policy.

*Adopted 11/18/2002*  
*Revised 09/21/2015*

## **JOB DESCRIPTIONS**

The Board recognizes that it is essential for District and employee accountability for each staff member to be fully aware of the duties and responsibilities of his/her position. Job descriptions document and describe the essential functions for professional and classified staff positions and, thereby, promote organizational effectiveness and efficiency. Therefore, the Superintendent shall maintain a current, comprehensive, and coordinated set of job descriptions for professional employees and support personnel.

As long as the provisions of the job description(s) are consistent with Board policies or state or federal law, they will be considered to be an extension of the policy manual and binding upon all employees.

Each job description shall contain the following provision:

"The employee shall remain free of any alcohol or illegal substance, and shall not use controlled substances (other than as prescribed) in the workplace in compliance with Policy 3122.01, Drug-Free Workplace, throughout his/her employment in the District."

Revisions to job descriptions shall be reviewed with the employees affected prior to their use.

Each employee will be provided with a copy of his/her job description at the time of employment and any revisions thereto.

Employees will be evaluated, at least in part, in accordance with their job descriptions.

Job descriptions shall be brief, factual, and, wherever possible, generically descriptive of similar jobs.

Each job description shall include the requirement that the staff member serve as a positive role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings. In particular, each job description shall indicate the staff member's responsibility to help instill in students the belief in and practice of ethical principles and democratic values.

During the hiring process, the current job description for the position for which the individual is interviewing shall be reviewed with the candidate. The emphasis during the review shall be placed upon the essential functions of the position.

Upon employment by the Board, the staff member shall receive a copy of the current job description for the position for which he/she has been employed. The employee's immediate supervisor shall review this job description with the staff member as part of the employment orientation process.

From time-to-time, the Board further recognizes that the Superintendent may find it necessary to revise job descriptions.

During the revision of a job description, the Superintendent may seek input from individuals who hold that position; however, their input may or may not be reflected when the revision of said job description is completed. Following the revision of a job description, staff members who hold the positions for which the essential functions are described in that revised job description shall be provided access to the updated version and the opportunity to discuss the revisions therein with their immediate supervisor.

*Adopted 11/18/2002*

*Revised 09/22/08*

*Revised 09/28/09*



## **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Board does not discriminate in the employment of administrative staff on the basis of the protected classes of race, color, national origin, age, sex, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, or declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters, or any other characteristic protected by law in its employment practices.

The Superintendent shall appoint and publicize the name of the Compliance Officer (CO) who is responsible for coordinating the District's efforts to comply with the applicable state and federal laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of equal access. The COs shall also verify proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), Genetic Information Nondiscrimination Act (GINA), and the Age Discrimination in Employment Act (ADEA) to students, their parents, staff members, and the general public.

### Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are expected to promptly report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other supervisory employee so that the Board may address the conduct. Any administrator, supervisor or other supervisory employee who receives such a complaint shall file it with the CO at his/her first opportunity, but no later than two (2) business days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs; while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept complaints of unlawful discrimination/retaliation directly from any member of the District community (i.e. employees, students, parent(s), and members of the Board), resident of the District, or a visitor to the District. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin an investigation, or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to any person who files a complaint. All members of the District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct

Any administrator and District employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any administrator and employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the administrator or employee should immediately notify other employees and or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO must contact the administrator or employee within two (2) business days to advise him/her of the Board's intent to investigate the alleged wrongdoing.

### Investigations and Complaints

An administrator or employee of the District who believes that he/she has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the required procedures. The complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

Once the complaint process begins, the investigation will be completed in a timely manner; ordinarily within fifteen (15) business days of the complaint being received.

The complaint procedures as set are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights, the Wisconsin Equal Rights Division, or the Equal Employment Opportunity Commission (EEOC).

#### Complaint Procedure

An individual (hereinafter referred to as the "Complainant") who believes he/she has been subjected to unlawful discrimination/retaliation may file a complaint either orally or in writing with a building principal, the CO, the Superintendent, or other supervisory employee. Any complaint received regarding the Superintendent or a Board member shall be referred to the Board's legal counsel, which shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the Superintendent who shall assume the role of the CO for such complaint.

Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs; while the facts are known and potential witnesses are available. If a Complainant informs a building principal, the Superintendent, or another supervisory employee, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days. Throughout the course of a complaint process, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All written complaints by a Complainant must include, to the extent it is available, the identity of the individual believed to have engaged in or being engaged in the discriminatory/retaliatory conduct, a detailed description of the facts upon which the complaint is based, a list of potential witnesses, and the resolution sought by the Complainant. If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receipt of a complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including but not limited to a change or work assignment or schedule for the Complainant and/or the person who allegedly engaged in the misconduct. In making such a determination, the CO should consult with the Complainant to assess his/her position to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO, in consultation with the Superintendent, may still take whatever actions he/she deems appropriate.

Within two (2) business days of receiving the complaint, the CO will initiate an investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual (hereinafter referred to as the Respondent) alleged to have engaged in the discriminatory or retaliatory conduct that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include the following:

- Interviews with the Complainant;
- Interviews with the Respondent;
- Interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations
- Consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and state and federal law as to whether the Complainant has been subjected to unlawful discrimination/retaliation. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. The CO, upon approval by the Superintendent, may consult with the Board's legal counsel before finalizing the report and submitting it to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO, the Superintendent must either issue a final decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, he/she must specify the additional information that is to be gathered, and such additional investigation must be completed with five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Complainant was subjected to unlawful discrimination/retaliation, he/she must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, effective, and tailored to the specific situation.

The decision of the Superintendent shall be final.

#### Privacy/Confidentiality

The Board will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate actions, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All complainants will be advised that their identities may become known to the Respondent(s) through the investigation process.

During the course of an investigation, the CO will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that he/she learns and/or provides during the course of the investigation.

All public records created as part of an investigation of a complaint of discrimination/retaliation will be maintained in accordance with the Board's records retention schedule.

#### Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable state law. When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with to other Board policies and/or the employee handbook.

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

#### Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten, or interfere with any individual because the person opposed any act or practice made unlawful by any state or federal civil rights law, or because that individual made a charge, testified, assisted or participated in

any manner in an investigation, proceeding, or hearing under those laws; or because that individual exercised his/her rights, aided or encouraged any other person in the exercise of any right granted or protected by those laws.

#### Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the school district community related to the implementation of this policy and shall provide training for District staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

111.31 et seq., Wis. Stats

111.335(d)(2) Wis. Stats.

118.195 Wis. Stats.

118.20, Wis. Stats

Fourteenth Amendment, U.S. Constitution

20 U.S.C. 1681 et seq., Title IX

20 U.S.C. Section 1701 et. seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended

29 C.F.R. Part 1635

34 C.F.R. Part 110 (7/27/93)

42 U.S.C. 1601 et. seq., Age Discrimination Act of 1975

42 12101 et. seq., The Americans with Disabilities Act of 1990, as amended

42 U.S.C. 2000e et seq., Civil Rights Act of 1964

42 U.S.C. 12112, Americans with Disabilities Act of 1990, as amended

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

*Adopted 06/17/2013*

*Revised 10/15/2018*

### **UNREQUESTED MEDICAL LEAVES OF ABSENCE / FITNESS FOR DUTY**

It is the policy of the Board to protect students and employees from the effects of contagious diseases and other circumstances which render administrative employees unable to perform their duties.

The Board authorizes the Superintendent to place an administrator on leave for physical or mental condition that affects the administrator's ability to perform their duties.

The Superintendent shall require that an administrator submit to an appropriate examination by a healthcare provider designated and compensated by the District.

The administrator will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) in order to allow the report of the medical examination to be released to the Board and/or Superintendent, and to allow the Superintendent to speak to the healthcare provider who conducted the medical examination in order to get clarification. Refusal of the administrator to submit to an appropriate examination as requested by the Superintendent or to execute the HIPAA release will be grounds for disciplinary action, up to and including termination.

As required by Federal law and regulation, the Superintendent shall direct the provider designated by the District to conduct the examination, but not to collect genetic information or provide any genetic information, including the individual's family medical history, in the report of the medical examination.

Pursuant to state law and in accordance with the Americans with Disabilities Act (ADA) as amended and the Genetic Information Nondiscrimination act (GINA), the results of any such examination shall be treated as a confidential medical record and will be exempt from release, except as provided by law. If the District inadvertently receives genetic information about an individual who is required to submit to an appropriate examination from the medical provider, it shall be treated as a confidential medical record as required by the ADA.

If, as a result of such examination, the administrator is found to be unable to perform assigned duties, the administrator shall be placed on leave of absence until proof of recovery, satisfactory to the Superintendent, is furnished.

The Board may designate any period of leave under this policy as qualifying leave under State and/or Federal Family and Medical Leave of Absence (FMLA) leave entitlement consistent with Policy 3430.01, Family and Medical Leave of Absence (FMLA), as provided by law.

29 C.F.R., Part 1630

29 C.F.R., Part 1635

42 U.S.C. 12101 et seq. Americans with Disabilities Act of 1990, as amended

42. U.S.C. 2000ff et seq., The Genetic information Nondiscrimination Act

111.32 et seq., the Wisconsin Fair Employment Act

*Adopted 03/20/2017*

*Revised 10/15/2018*

## **FAMILY AND MEDICAL LEAVE OF ABSENCE (FMLA)**

### Introduction

In accordance with state and federal law, the Board will provide family and medical leave. The Family and Medical Leave Act policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

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

### Eligibility Requirements

To be eligible for leave under the FMLA, staff must have been employed by the Board for at least twelve months in the past seven years, and must have worked at least 1,250 hours during the twelve month period immediately preceding the commencement of the requested leave. All full-time staff members are deemed to meet the 1250-hour requirement.

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

### Qualifying Reasons for Leave

The Board provides family and medical leave for eligible administrators under the qualifying circumstances as provided in the administrative guidelines to this policy.

### Amount of Leave Available

Under FMLA, if an administrator satisfies all eligibility requirements set forth in the administrative guidelines to this policy, he/she is entitled to a total of twelve work weeks of leave in a calendar year, with the exception of leave to care for an injured service member.

Board policy calls for concurrent federal/state leave coverage whenever an administrator is eligible for leave under both the FMLA and WFMLA to the extent available under the law. All periods of absence from work due to or necessitated by the Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service is counted in determining an employee's eligibility for FMLA leave.

### Definitions of Serious Health Conditions

In conjunction with the certification provided by a health care provider, the Board or its designee reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling an administrator to family or medical leave under state or federal law.

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition as described in the administrative guidelines to this policy.

### Required Notice

Administrators must provide the Superintendent with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for the administrative member's own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption under the

WFMLA, the administrator must provide at least as much notice as is required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practical. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

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

The administrator must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a FMLA leave request form to the Superintendent or his/her designee.

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

If an administrator must take more leave than originally anticipated, he/she must notify the Superintendent within two (2) business days of learning of the circumstances necessitating the extension.

#### Certification by Health Care Provider

If an administrator requests leave due to his/her own serious health condition or the serious health condition of his/her spouse, child, or parent, the Board requires that the leave request be supported by certification issued and signed by the health care provider for the individual with a serious health condition. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed. The Board reserves the right to certify all information permitted by law.

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

If the administrator fails to submit the certification, the leave or continuation of leave may be delayed until the certification is submitted. Further, any absence prior to the date the certification is furnished may be considered unauthorized. An administrator who is absent without authorization may be disciplined up to and including termination.

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

The Superintendent or his/her designee may contact the healthcare provider to clarify illegible answers and to authenticate the certifications. If the certification is incomplete or otherwise unclear, the Superintendent or his/her designee must request that the administrator obtain updated or completed information from the healthcare provider and return it directly to the Superintendent or designee.

If the Superintendent doubts the validity of a certification, he/she may require, at the Board's expense, that the administrator obtain a second opinion from a Board-designated provider; one not regularly employed by the Board. If the opinions of the administrator's and the Board's healthcare providers differ, a third, final and binding opinion may be obtained. The administrator must cooperate in obtaining a second or third opinion, including facilitating the transfer of pertinent records to the subsequent healthcare providers.

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

### Designation of Leave

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

The Superintendent will give the administrator the notice on each occasion that he/she must notify the Superintendent of the need for leave that may be FMLA-qualifying, including but not limited to when the staff member requests another type of leave for an FMLA-qualifying reason. In the case of intermittent or reduced schedule leave, only one (1) notice will be provided unless the circumstances regarding the leave have changed.

Absent extenuating circumstances, within five (5) business days, the Superintendent will provide to the administrator a "Designation Notice" stating whether a request for leave has been approved or denied. At a minimum, within five (5) days of the date the administrator provides information to the Superintendent sufficient to enable the Superintendent to determine that the leave is being taken for an FMLA-qualifying reason, the administrator will be verbally notified whether leave is being designated as FMLA-qualifying reason.

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

### Manner in which Leave can be taken

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

When leave is governed only by FMLA, intermittent or reduced schedule leave to be with the administrator's newborn child, or after the placement of a child with the administrator for adoption or foster care, requires the District's agreement, unless the intermittent or reduced schedule leave is due to a serious health condition. Intermittent or reduced schedule leave due to a serious health condition must be medically necessary. "Medically necessary" means there must be a medical need for the leave and the leave can be best accommodated through an intermittent or reduced leave schedule, as certified by the healthcare provider in the certification.

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

### Coordinating Leaves - Substitution

Generally, leave taken under this policy is unpaid. However, for leave governed exclusively by the FMLA, the administrator must use the following leaves provided by the Board, if available:

- A. Vacation or personal leave, if available, for any family or medical leave.
- B. Accrued paid family leave (i.e. paid leave covering the particular circumstances for which the administrator is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member.
- C. Accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the administrator's own serious health condition.

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



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

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

#### Coordinating Leaves – Substitution

Generally, leave taken under this policy is unpaid. However, for leave governed exclusively by the FMLA, the administrator may use leaves as indicated in the administrative guidelines to this policy.

#### Continuation of Benefits

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

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

To the extent permitted by law, the Board reserves the right to require the administrator to place up to eight (8) weeks of health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty (30) days late.

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

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

#### Accrual of Benefits

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

#### Employment Restoration

An Administrator will generally be reinstated to the same position he/she held when leave began or a position with equivalent pay, benefits, and other terms and conditions of employment, if such position remains available, and the administrator possesses the ability to perform the essential functions of the job satisfactorily, with or without any accommodation that may be required by the Americans with Disabilities Act of 1990. The administrator, however, has no greater right to reinstatement or benefits than if he/she had been actively employed during the leave. Further, if the administrator gives unequivocal notice of intent not to return to work, he/she is not entitled to be reinstated.

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

An Administrator who is able to return to work prior to the expiration of leave must notify his/her supervisor immediately. Upon such notice, the Superintendent will promptly reinstate the administrator to active employment provided he/she has the present skill and ability to perform the essential functions of his/her job satisfactorily with or without accommodation. However, the reinstatement need not occur until the third business day following the administrator's notification of his/her ability to return to work.

### Fitness for Duty Certification

If leave is due to an administrator's serious health condition, he/she must present certification to return to work to the Superintendent upon returning to work. The administrator's principal attending physician must complete a fitness for duty certification. The certification must indicate that the administrator has been released to return to work, and it must also specify any physical or other limitation on the administrator's ability to perform regular or other duties and the duration of the limitations. No certification will be required when the administrator returns from intermittent leave, except as otherwise permitted or required by the Americans with Disabilities Act (ADA) of 1990. The certification will be limited to the particular health condition that caused the administrator's need for leave, except as otherwise permitted by the ADA of 1990. If the administrator is an individual with a disability within the meaning of the ADA, ated and consistent with any fitness for duty physical examination or inquiry by the District will be job-rel business necessity.

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

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

### Confidentiality

All medical information relating to leave, whether written or verbal shall be kept confidential to the maximum extent possible. All medical documents including, but not limited to, medical certifications and return-to-work statements must be maintained in confidential, secure files separate from personnel files.

### No Discrimination

Leave under this policy and administrative guidelines will not be used as a negative factor in employment actions, such as hiring, promotions, disciplinary actions or under attendance policies.

### Miscellaneous

The Superintendent may designate another staff member o perform his/her duties under this policy.

An Administrator who fraudulently obtains leave under this policy is not protected by this policy's job restoration or maintenance of health benefits provisions.

The Superintendent shall see that the policy and administrative guidelines are posted properly.

The Superintendent shall provide a copy of this policy and administrative guidelines upon the request of an administrator.

29 U.S.C. 2601 et. seq.

29 C.F. R. Part 825

103.10 Wis. Stats.

Wis. Admin. Department of Workforce Development (DWD) 225

National Defense Authorization Act of 2010

*Adopted 11/20/2017*

*Revised 10/15/2018*

*Administrative Guidelines*

**FAMILY AND MEDICAL LEAVE OF ABSENCE (FMLA)**

Eligibility Requirements

*As provided in Policy 1630.01, Family and Medical Leave of Absence, to be eligible for leave under the FMLA, an employee must have been employed by the Board for at least twelve months in the past seven years, and must have worked at least 1,250 hours during the twelve month period immediately preceding the commencement of the requested leave. All full-time employees are deemed to meet the 1250-hour requirement.*

*To be eligible for leave under the Wisconsin Family and Medical Leave Act (WFMLA), employees must have been employed for more than fifty-two consecutive weeks and have worked or been paid for at least 1,000 hours in the preceding fifty-two weeks. The kind and amount of leave available to an employee under this policy, as well as their rights during leave, depend upon whether they satisfy the above requirements.*

Qualifying Reasons for Leave

*Qualifying circumstances under which eligible employees qualify for family and medical leave are as follows:*

- A. The birth of the eligible employee's child and to care for a newborn child.*
- B. Placement with the eligible employee of a child for adoption or foster care.*
- C. Care for an eligible employee's spouse, child, or parent with a "serious health condition".*

*The term "child" generally includes a legal ward or a biological, adopted foster or stepchild. For leaves governed exclusively by the FMLA, the term also includes a son or daughter for whom the employee has assumed the day-to-day obligations of a parent. A child must be either under eighteen (18) years of age or unable to care for himself/herself due a physical or mental disability or, for leave under state law only, unable to care for himself/herself due to a serious health condition.*

*"Parent" includes an employee's spouse's legal guardian only if the employee is requesting leave under the WFMLA.*

*"Spouse" includes a qualified domestic partner for leaves governed by the WFMLA. Domestic partnerships must be registered with the county of residence and proof of such registration may be requested prior to approval of leave. Unregistered domestic partners must demonstrate that they are 1) both over age eighteen; 2) not in a domestic partnership or marriage with another individual; 3) they share a common residence; 4) they are not related in any way that would prohibit marriage under Wisconsin law; 5) they consider each other to be immediate family members and agree to be responsible for the other's living expenses.*

- D. Due to a serious health condition that makes the eligible employee unable to perform the essential functions of his/her position.*
- E. Due to a qualifying emergency resulting from active military services in contingency operations by the employee's spouse, son, daughter, or parent.*
- F. To care for a service member who is the employee's parent, spouse, child, or next of kin and who, while on active military duty, sustains a serious injury or illness in the line of duty which renders the service member medically unfit to perform his/her office, grade, rank, or rating. Leave is available for up to twenty-six (26) weeks in a twelve month period. This type of leave is available for serious injury or illness which results in:*
  - 1. inpatient medical treatment, recuperation, or therapy;*
  - 2. outpatient services at a military treatment facility or assignment to a unit established for the purpose of providing command and control of service members receiving outpatient medical services; or*

3. *assignment to the temporary disability retired list.*

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

*See the Superintendent to determine whether a request for leave qualifies under one of the above categories.*

*Amount of Leave Available*

*Under the FMLA, if the employee satisfies all eligibility requirements as set forth above, he/she is entitled to a total of twelve work weeks of leave in a calendar year, with the exception of leave to care for an injured service member as described in letter F above.*

*If a decision is made to change the manner of counting federal leave entitlement usage, the change must be made following at least a sixty day notice to the employee and in a manner such that any employee qualifying for leave during the transition period is afforded whichever counting method during the leave that affords the employee the greatest benefit.*

*Under the WFMLA, if the employee satisfies the eligibility requirements set forth above, he/she is entitled to ten work weeks of leave in a calendar year (January through December) as follows:*

- A. A total of six weeks of leave for the birth of his/her natural child and/or placement of a child with the employee for or as a precondition to adoption.*
- B. A total of two weeks of leave to care for a covered family member with a serious health condition.*
- C. A total of two weeks of leave due to the employee's own serious health condition.*

*Definitions Of Serious Health Conditions*

*A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:*

- A. Hospital Care*  
*Inpatient care (i.e., an overnight stay) in a hospital or other care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.*
- B. Absence Plus Treatment*  
*A period of incapacity of more than three consecutive calendar days\* (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:*
  - 1. treatment two or more times by a health care provider, a nurse, physician's assistant or physical therapist under a health care provider's supervision, order, or referral, as appropriate within thirty days of the first date of incapacity; or*
  - 2. treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider and occurs within seven days of the first day of incapacity.*
- C. Pregnancy*  
*Any period of incapacity due to pregnancy or for prenatal care.*
- D. Chronic Conditions Requiring Treatment*  
*A chronic condition which:*

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

*E. Permanent/Long-Term Conditions Requiring Supervision*

*A permanent/long-term condition is a period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective. The employee or his/her family member must be under the continuing supervision by a health care provider (e.g., Alzheimer's disease, a severe stroke, or the terminal states of a disease), but need not be receiving active treatment. The continued existence of such a chronic condition is subject to certification no more than once every six months.*

*F. Multiple Treatments (Non-Chronic Conditions)*

*Any period of absence, including pay period of recovery therefrom, to receive multiple treatments by a healthcare provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, including cancer.*

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

*Required Notice*

*When requesting partial or intermittent leave in connection with childbirth or adoption, the employee must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin or a change in circumstances or medical emergency, notice must be given as soon as practical. Employees must provide an explanation as to why proper advance notice was not provided in such cases and may be required to verify the explanation. Notice that was not provided timely and without reasonable explanation may result in the denial of the leave request.*

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

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

*If an employee must take more leave than originally anticipated, he/she must notify the Superintendent within two business days of learning of the circumstances necessitating the extension.*

*Certification by Health Care Provider*

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

*The employee must provide the fully completed certification to the Superintendent within fifteen calendar days of the date that the certification is provided to the employee, unless it is not practicable to do so despite his/her diligent, good faith efforts. If it is not practicable to return the certification within fifteen calendar days, it must be returned to the Superintendent as soon as practicable.*

*If the employee fails to submit the certification, the leave or continuation of leave may be delayed until the certification is submitted. Further, any absence prior to the date the certification is furnished may be considered unauthorized. An employee who is absent without authorization may be disciplined up to and including termination.*

*The Superintendent will give an employee a reasonable opportunity to cure any deficiency in a certification, but not fewer than seven calendar days. It is the responsibility of the employee or family member with a serious health condition to use a health care provider who will complete and furnish an accurate certification in a timely manner.*

*A member of the administration, other than another employee's direct supervisor, may contact the health care provider to clarify illegible answers and to authenticate the certification. If the certification is incomplete or otherwise unclear, he/she must request that updated or completed information be obtained from the healthcare provider and it must be returned directly to the employee.*

*If the Superintendent doubts the validity of a certification, he/she may require (at the Board's expense) that the employee obtain a second opinion from a Board-designated provider (one not regularly employed by the Board). In the event the opinions of the employee's and the Board's health care providers differ, a third, final, and binding opinion may be obtained. The employee must cooperate in obtaining a second or third opinion, including facilitating the transfer of pertinent records to the subsequent health care providers.*

*The Superintendent may request re-certifications on a periodic basis as permitted by law.*

#### Designation of Leave

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

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

*Absent extenuating circumstances, within five business days, the Superintendent will provide to the employee a "Designation Notice" stating whether a request of leave has been approved or denied. Within five business days of the date the employee provides information to the Superintendent sufficient to enable him/her to determine that the leave is being taken for an FMLA-qualifying reason, the Superintendent or his/her designee will verbally notify the employee whether leave is being designated as FMLA leave.*

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

#### Manner in which Leave May be Taken

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

*Intermittent or reduced schedule leave due to a serious health condition must be medically necessary. Medically necessary means there must be a medical need for the leave and the leave can be best accommodated through an intermittent or reduced leave schedule as certified by the health care provider in the certification. When leave is governed only by the FMLA, the Superintendent may temporarily transfer an employee to another position for which he/she is qualified, with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave when the need for leave is foreseeable based on planned medical treatment or the employee takes such leave for the birth of a child or for placement of a child for adoption or foster care.*

*When leave is governed only by the FMLA, the Superintendent may offer an employee a temporary transfer to another position for which he/she is qualified, with equivalent pay and benefits that better accommodates the*

*intermittent or reduced schedule leave when the need for leave is foreseeable based on planned medical treatment or the employee takes such leave for the birth of a child or for placement of a child for adoption or foster care. The employee may reject this offer in which case there will be no adverse effect on the leave or entitlement to return to the same or similar position following leave. Any time spent by the employee in an alternative position will not count against his/her FMLA leave entitlement.*

*Employees who request intermittent leave or a reduced-leave schedule governed only by the FMLA, which would exceed twenty percent of the total number of working days over the period of anticipated leave, must elect either to:*

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

*The Superintendent may require an administrative staff member who takes Federal leave near the end of an academic term to extend his/her leave through the end of the academic term if:*

- A. the leave is commenced more than five weeks from the end of the term but the employee intends to return during the final three weeks of the term and the leave is no longer than three weeks in duration;*
- B. the leave is commenced within five weeks of the end of the term and the employee intends to return during the final two weeks of the term and the leave period was at least two weeks in duration; or,*
- C. the leave commences within three weeks of the end of a term and the leave was at least five working days in duration.*

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

#### *Coordinating Leaves – Substitution*

*For leave governed exclusively by the FMLA, an employee may use the following leaves, if available:*

*Vacation or personal leave, if available, for any family or medical leave;*

- A. Accrued paid family leave (i.e. paid leave covering the particular circumstances for which the employee is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member;*
- B. Accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the employee's own serious health condition.*
- C. Accrued paid medical or sick leave, if available, to care for a seriously ill family member or for the employee's own serious health condition.*

*An employee may not substitute paid leave for unpaid FMLA leave taken under Policy 1630.01 and these administrative guidelines in any situation where the Board would not normally provide such paid leave.*

*For leaves governed by the WFMLA, an employee may substitute paid or unpaid leave, which he/she has earned and accrued, for leave taken under Policy 1630.01 and these administrative guidelines, if available. The Board reserves the right to deny substitution as permitted by law.*

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

#### *Continuation of Benefits*

*During leave taken under Policy 1630.01 and these administrative guidelines, the Board will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The employee will be responsible for paying his/her portion of health insurance premiums*

*regardless of whether his/her family and medical leave is paid or unpaid. It is the employee's responsibility to make arrangements with the Superintendent for making premium payments for group health insurance during leaves.*

*To the extent permitted by law, the Board reserves the right to require the employee to place up to eight weeks of health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty days late.*

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

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

#### *Employment Restoration*

*An employee who is able to return to work prior to the expiration of leave must notify his/her supervisor immediately. Upon such notice, the Superintendent will promptly reinstate the employee to active employment; provided he/she has the present skill and ability to perform the essential functions of his/her job satisfactorily with or without accommodation. However, the reinstatement need not occur until the third business day following the employee's notification of his/her ability to return to work, provided the early return was foreseeable by at least two business days.*

*Employees are to contact their supervisor or the Human Resource Department for information pertaining to the special re-employment rules that apply to them for return from leave during the three week period before the end of the term.*

#### *Fitness for Duty Certification*

*A certification to return to work must be presented to an employee's supervisor prior to returning to work, except in the event that the employee is returning from intermittent leave, unless otherwise permitted or required by the Americans with Disabilities Act (ADA) of 1990. The employee's principal attending physician must complete the certification and it must indicate that the employee has been released to return to work. It must also specify any physical or other limitation on the employee's ability to perform regular or other duties and the duration of the limitations.*

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

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

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

*Approved 11/20/2017*