

# **School District of Neillsville**



**2023-2024 Employee Handbook**

---

## Part I – Provisions Applicable to All Staff

### Section 1: Introduction

1.01	About this Handbook	1
1.02	Definitions	1
1.03	District Expectations of Employees	2
1.04	General Personnel	2

### Section 2: Employment Law

2.01	ADA- Requests for Accommodation Procedures	3
2.02	Equal Opportunity	3
2.03	Fair Labor Standards Act	3
2.04	Family and Medical Leave Act	3
2.05	Harassment and Bullying	9
2.06	Immigration Law Compliance	10
2.07	Title IX: Sexual Harassment- Employee JBAB	10

### Section 3: General Employment Practices and Expectations

3.01	Animals in the Classroom	10
3.02	Anti-Idling Policy	12
3.03	Appliance Policy	12
3.04	Assignments, Transfers and Vacancies	14
3.05	Attendance	14
3.06	Breastfeeding Employees	15
3.07	Bulletin Boards	15
3.08	Cell Phone Use	16
3.09	Certification/Licensure/Training	16
3.10	Child Abuse Reporting	16
3.11	Communications	16
3.12	Confidentiality	19
3.13	Conflict of Interest	19
3.14	Copyright	19
3.15	Criminal Background Checks/Charges/Convictions for Active Employees- Obligation to Report	19
3.16	District Organizational Chart	20
3.17	District Property	21
3.18	Drug, Alcohol, and Tobacco- Free Workplace	21
3.19	Emergency Closures	22
3.20	Emergency Contacts	23
3.21	Employee Identification Badges	23
3.22	Employee (Whistleblower) Protection	24
3.23	Energy Savings	24
3.24	False Reports/Honesty	24
3.25	Financial Controls and Oversight	25
3.26	Fraud and Financial Impropriety	25
3.27	Gambling, Gifts and Sale of Goods and Services	25
3.28	Homeless Students	27
3.29	Injury Reports	28
3.30	Investigations	28
3.31	Driving and Transportation	28
3.32	Dress Code and Personal Appearance	29
3.33	Personal Files	29
3.34	Personal Property	29
3.35	Physical Examination	30
3.36	Political Activity	30
3.37	Professional Growth Requirement to Remain Current	31
3.38	School Calendar	31

3.39	Severance from Employment	31
3.40	Student Discipline	32
3.41	Student Dismissal	32
3.42	Solicitations	32
3.43	Staff and Student Relations	32
3.44	Violence in the Workplace	32
3.45	Work Made for Hire	33
3.46	Workplace Safety	34
3.47	Workspaces (Desks, Lockers, Etc.)	35
<b>Section 4: Management Rights</b>		
4.01	Delineation of Rights	35
4.02	Sole Basis	35
<b>Section 5: Grievance Procedure</b>		
5.01	Purpose	36
5.02	Definitions	36
5.03	Procedures	36
5.04	Time Limits	37
5.05	Termination of an Employee with a Contract for a Definite Term	37
5.06	Procedure for Impartial Hearing	38
5.07	Procedure for Board Review on Appeal of IHO's Decision	38
5.08	Employee Grievance Form Link	39
<b>Section 6: Pay Periods</b>		
6.01	Definitions for Payroll Purposes Only	39
6.02	Direct Deposit Payment Method	39
6.03	Payroll Cycle	39
6.04	Payroll Dates	40
6.05	Payroll Discrepancies	40
6.06	Pay Options	40
6.07	Salary Deferrals- Tax Sheltered Annuities (TSA)	40
6.08	Wisconsin Retirement System (WRS)	40
<b>Section 7: Compensation and Expense Reimbursement</b>		
7.01	Additional Compensation	40
7.02	Call-in Pay	41
7.03	Compensation	41
7.04	Extra-Curricular Activities Percentages	41
7.05	Extra-Curricular Assignments	42
7.06	Mileage Reimbursement	43
7.07	Overtime	43
7.08	Employee Matrix	43
<b>Section 8: Bereavement Leave</b>		
8.01	Bereavement/Funeral Leave	43
8.02	Request Procedures	43
<b>Section 9: Child Rearing Leave</b>		
9.01	Child Rearing Leave	43
9.02	Request Procedures	44
<b>Section 10: Paid Holidays</b>		
10.01	Holidays Defined	44
10.02	Substitutions for Holidays	45
<b>Section 11: Jury Duty Leave</b>		
11.01	Jury Duty Leave	45
11.02	Request Procedures	45

<b>Section 12: Personal Leave</b>		
12.01	Personal Leave	46
12.02	Request Procedures	46
<b>Section 13: Sick Leave</b>		
13.01	Absence Verification	46
13.02	Holidays During Sick Leave	46
13.03	Request and Reporting Procedure	46
13.04	Sick Leave Accumulation	46
13.05	Sick Leave and Long Term Disability	47
13.06	Sick Leave Earned	47
13.07	Sick Leave Listing	47
13.08	Sick Leave Use	47
<b>Section 14: Uniformed Services Leave- Military Leave</b>		
14.01	Leave of Absence	48
14.02	Length of Service	48
14.03	Request Procedures	48
<b>Section 15: Unpaid Leaves of Absence</b>		
15.01	Bone Marrow or Organ Donor Leave Policy	48
15.02	Medical Leave	49
15.03	Unpaid Leave of Absence- For Other Than Medical Reason	50
<b>Section 16: Vacation Accrual for 12-Month Employees</b>		<b>50</b>
<b>Section 17: Leave Calculation</b>		
17.01	Absence Approval	50
17.02	Attendance, Absenteeism, and Tardiness for Employees	50
17.03	Definition	51
17.04	Leave Increment	51
<b>Section 18: Worker's Compensation</b>		
18.01	Benefits While on Worker's Compensation	51
18.02	Injuries Not Covered by Worker's Compensation	52
18.03	Worker's Compensation Coverage and Reporting Responsibilities	52
<b>Section 19: Benefits Applicable to All Employees</b>		
19.01	Dental Insurance	52
19.02	Flexible Spending Account (FSA)	53
19.03	Health Insurance	54
19.04	Liability Insurance	55
19.05	Life Insurance	55
19.06	Long Term Disability Insurance	55
19.07	Optional Insurance	55
19.08	Short Term Disability Insurance	55
19.09	Wisconsin Education Association (WEA) Trust Member Benefits	56
19.10	Wisconsin Retirement System (WRS) Contributions	56
19.11	Post- Employment Benefits	56
19.12	COBRA Law Continuation of District Health Plan Participation	57
<b>Section 20: Work Stoppage</b>		<b>58</b>
<b>Section 21: Conformity to Law</b>		<b>59</b>
<b>Section 22: Exit Interview</b>		<b>59</b>
<b>Section 23: Remote Work</b>		<b>59</b>
<b>Section 24: Breaks and Mealtimes</b>		<b>59</b>

---

## **Part II Staff with Individual Contracts under §118.22, Wis. Stats. And Professional/Exempt Non-Supervisory Employees**

### **Section 1: Professional Hours/Workday**

1.01	Definitions	60
1.02	Administratively Called Meetings	60
1.03	Attendance at School Events	60
1.05	Consultation with Parents	60

### **Section 2: Professional Growth**

2.01	Professional Growth	61
2.02	Requirement to Remain Current	61

### **Section 3: Evaluations**

3.01	Evaluation Process	62
3.02	General Provisions	62

### **Section 4: Teacher Assignments, Vacancies, and Transfers**

4.01	Employee Resignations	63
4.02	Extended Contracts	63
4.03	Summer School Assignments	64
4.04	Teacher Assignments, Vacancies, and Transfers	64

### **Section 5: Reduction in Force, Positions, and Hours**

5.01	Insurance, Benefits Following Non-Renewal	64
5.02	Notice of Reduction of Force	64
5.03	Procedure for Reduction in Force	65
5.04	Reduction in Force	65
5.05	Reduction in Hours Resulting in Non-Renewal	65

### **Section 6: Professional Compensation**

6.01	Initial Salary Schedule Placement	65
6.02	Total Base Wage Negotiation	66

### **Section 7: Discipline, Termination and Non-Renewal**

7.01	Standard for Discipline and Termination	66
7.02	Standard for Nonrenewal for Teachers	66

<b>Addendum A</b>	<b>67</b>
-------------------	-----------

<b>Addendum B</b>	<b>70</b>
-------------------	-----------

<b>Employee Acknowledgement</b>	<b>71</b>
---------------------------------	-----------

---



# Part I: Provisions Applicable to All Staff

## Section 1: Introduction

### 1.1 About this Handbook

This employee handbook is intended to provide employees with information that is foundational to their success as an employee in the School District of Neillsville. Details regarding policies, procedures, ethics, expectations and standards of the district are outlined in this handbook. However, this handbook should not be considered all inclusive. Copies of Board Policies and Administrative Rules are available to all personnel and are found on the School District of Neillsville website ([www.neillsville.k12.wi.us](http://www.neillsville.k12.wi.us)). It is important that each employee is aware of the policies and procedures related to their position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the School Board.

This handbook is for informational and resource purposes; it is not intended, nor shall it be construed to constitute a guaranty of employment, a guaranty of any other right or benefit, or a contract of employment, express or implied. The plans, policies and procedures described are not conditions of employment. The board reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time at any time by the School District of Neillsville with or without notice. The language which appears in this handbook is not intended to create, nor is it to be construed to constitute, a contract between the School District of Neillsville and any one or all of its employees or a guaranty of continued employment.

In case of a direct conflict between this handbook, rules, regulations or policies of the board and any specific provisions of an individual contract, the individual contract shall control.

This handbook supersedes any and all previous handbooks, statements, policies, and administrative guidelines, rules, or regulations given to all staff, whether verbal or written.

### 1.2 Definitions

- A. **Administrative Employees:** Administrative employees are defined as persons who are required to have a contract.
- B. **At Will Employment:** At will employment is defined as an employer having the ability to fire an employee for any reason (providing the reason isn't illegal), without warning and without having to disclose just cause for doing so. It also means employees can quit their job without notice or explanation.
- C. **Discipline:** Discipline is defined as an employment action that results in a written reprimand, disciplinary suspension or disciplinary demotion. For further definition of employment actions not considered discipline, refer to Part I, Section 5.02 (D) of the handbook.
- D. **Flex Time:** Non-traditional work schedule practice which allows full-time employees to change their individual starting and end times within certain limits, with supervisory approval. Flex-time periods usually precede or follow a common time during which all employees must be present.
- E. **Insurance Eligibility:** Employees hired at a minimum three quarters (.75) FTE will be eligible for insurance according to current insurance laws. If an employee's FTE is reduced below a three quarters (.75) FTE, the employee no longer meets eligibility requirements for insurance.
- F. **Limited Term Employees (LTE):** LTEs are defined as persons hired for a specific project for a specific length of time. Examples: Substitute teacher, long-term substitute, summer school employees, co-curriculars and seasonal employees. A limited term employee has no expectation of continued employment, contract, or benefits. LTE's should contact the human resources/payroll department to determine benefit eligibility.
- G. **Outside Employment:** Outside employment is defined as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the School District of Neillsville as long as such employment does not interfere with assigned school duties as determined by the School District of Neillsville. The Board of Education expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the district's position require; nor will an

employee use any district facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment.

- H. **Permanent Employees:** Permanent employees are defined as employees whom the School District of Neillsville considers continuously employed, working either a fiscal year or a school year, until the School District of Neillsville, at its discretion, changes the status of the employee.
  - 1. Full-time Employee: A permanent full-time employee is defined as an individual who works 30 or more hours per week and is considered three quarters (.75) FTE or higher.
  - 2. Part-time Employee: A permanent part-time employee is defined as an individual who works less than 30 hours per week and is considered less than three quarters (.75) FTE.
  - 3. Exclusions: A full-time or part-time employee does not include limited term employees as defined in this Section.
- I. **Reduction-in-force:** A reduction-in-force procedure is defined as procedures applied in carrying out any reduction in force due to reorganization, lack of funds, curtailment of work, or due to any other factor that relates to student enrollment or staffing the organization.
- J. **Teacher:** Teachers are defined as any person who holds a teacher's certificate or license issued by the state superintendent and is hired under contract.
- K. **Termination:** Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the School District of Neillsville, abandonment of the position, incompetence or other reason deemed sufficient by the board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, "termination" shall not include:
  - 1. Voluntary retirement;
  - 2. Voluntary resignation;
  - 3. Layoff;
  - 4. Reduction in workday;
  - 5. Furlough;
  - 6. Reduction in workforce;
  - 7. Job transfer or reassignment;
  - 8. Nonrenewal of contract.; or
  - 9. Separation from employment as a result of reduction in force.

LEGAL REFERENCE: Wis. Stat. § 118.22  
Wis. Stat. § 118.24

### 1.03 District Expectations of Employees

The School District of Neillsville expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The School District of Neillsville expects employees to comply with all applicable board policies, work rules, job descriptions, terms of this handbook and legal obligations. The School District of Neillsville expects employees to comply with the standards of conduct set out in board policies, this handbook, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as district employees. Violations of any policies, regulations and guidelines may result in disciplinary action, up to and including termination of employment.

The above delineation of employment practices is for informational purposes and is not intended to be an exhaustive list of all employment expectations that may be found in other applicable board policies, work rules, job descriptions, terms of this handbook, and legal obligations.

### 1.04 General Personnel

This employment handbook is subservient to and does not supersede the provisions set forth in the School District of Neillsville policies.



## Section 2: Employment Law

### 2.01 ADA- Requests for Accommodation Procedures

Written requests for reasonable accommodation under the Americans with Disabilities Act or the Wisconsin Fair Employment Act should be directed to the human resources/payroll department and contain the following information:

- Name
- Job title and location
- Name of immediate supervisor
- Specific functional limitation, i.e., what job duty is unable to be performed due to the disability
- Requested accommodation; be as detailed as possible, including if applicable: equipment needed, job or schedule modifications, services needed or work restrictions
- Describe how the above accommodation will assist you in your job

Supporting medical documentation may be requested by the School District of Neillsville to confirm the need for accommodation. If medical documentation is requested, the request for reasonable accommodation cannot move forward until that documentation is received. Once the request and documentation is received, the human resources/payroll department and/or their designee will meet with the employee, the employee's supervisor will discuss the requested accommodation and/or alternatives to the request.

An approval, denial, or modification of the request will be issued within ten business days of this meeting and the necessary steps to implement this accommodation will begin. A copy of this form will also be sent to the supervisor, business manager or district administrator. These copies should be kept within the human resources/payroll department and shared with necessary parties when there is a change in supervision. In the event an employee presents a request for accommodation to their immediate supervisor, the supervisor is expected to inform the human resources/payroll department so that a formal plan may be established and documented. Please refer to Equal Opportunity Employment in the following district policy: [EQUAL OPPORTUNITY EMPLOYMENT- GBA](#)

### 2.02 Equal Opportunity

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

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the School District of Neillsville. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with district policy.

Anyone who believes that he or she has been the subject of illegal discrimination shall report the matter in accordance with established complaint procedures in accordance with district policy.

### 2.03 Fair Labor Standards Act

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act (FLSA). For non-exempt employees, issues concerning overtime, compensatory time off, and minimum wage are found at: <http://www.opm.gov/flsa/>.

## **2.04 Family and Medical Leave Act**

The School District of Neillsville complies with all applicable laws concerning family and medical leave (FMLA). Employees may be eligible for leave under both the federal and state family and medical leave laws. There are different eligibility provisions 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 rights and responsibilities of employees 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/payroll department. When both laws apply, the leaves under state and federal law will run concurrently and the provisions more beneficial to the employee will apply. Medical leaves that qualify under the FMLA will also run concurrently with leaves under short- and long-term disability policies, worker's compensation, and other laws, as applicable and as allowed by law.

To qualify for federal FMLA leave, employees must be employed by the School District of Neillsville for a total of at least twelve (12) months and have actually worked at least 1,250 hours in the preceding twelve (12) month period. To qualify for Wisconsin FMLA, employees must have been employed for more than fifty-two (52) consecutive weeks and have worked or been paid at least 1,000 hours in the preceding fifty-two (52) weeks.

Employees on FMLA leave may not engage in any other employment that is inconsistent with the reason for the employee's FMLA leave.

The School District of Neillsville will not use the taking of FMLA leave in compliance with the law as a basis for any adverse employment decision. Employees should direct any questions regarding FMLA leave to the district administrator.

### General Leave Rights

Federal FMLA: Under the federal FMLA, eligible employees are allowed up to twelve (12) workweeks of unpaid leave per twelve (12) month period for the following reasons (see also Military Family Leave below):

- The employee's own serious health condition that makes the employee unable to perform the functions of his or her position
- To care for the employee's spouse, child or parent with a serious health condition
- For the birth of the employee's child, or placement of a child for adoption or foster care with the employee
- For incapacity due to pregnancy, prenatal medical care or child birth

Wisconsin FMLA: The Wisconsin FMLA permits eligible employees to take unpaid leave for the following reasons:

- Two (2) weeks for the employee's own serious health condition
- Two (2) weeks to care for the employee's spouse, child, domestic partner, parent, parent-in-law, or parent of a domestic partner with a serious health condition
- Six (6) weeks to care for the employee's child after birth or adoption

The School District of Neillsville will calculate the federal FMLA twelve (12) month period as the calendar year. Under federal FMLA, leave for birth, adoption or foster care placement must be concluded within twelve (12) months of the birth or placement for adoption or foster care. If both parents work for the School District of Neillsville, the employees will share one twelve (12) week leave for the birth or placement of a child.

The Wisconsin FMLA entitlement will run on a calendar year basis. Any leave for the birth or adoption of a child taken under Wisconsin FMLA must start within sixteen (16) weeks of the birth or adoption of the child.

Military Family Leave: The federal FMLA provides for military family leave. Several provisions of this FMLA policy (including employee notice provisions and certification requirements) apply to military family leave as well.

There are two types of military family leave:

Qualifying Exigency Leave: Eligible employees with a spouse, son, daughter or parent on covered active duty or called to covered active-duty status may use their twelve (12) week FMLA entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare or parental care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. The twelve (12) weeks of leave afforded for a qualifying exigency is not in addition to the general twelve (12) weeks afforded under the federal FMLA. An employee is entitled to no more than twelve (12) total weeks of leave for any combination of personal, family or qualifying exigency military FMLA.

Servicemember Care Leave: Eligible employees may also take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for an ill or injured service member who is the employee's spouse, parent, child, or "next of kin" who is a covered servicemember. A covered servicemember is a current member of the Armed Forces (including National Guard or Reserves) or a covered veteran who is undergoing medical treatment, recuperation, or therapy (or, for current members, is otherwise in outpatient status or on the temporary disability retired list) for a serious injury or illness. In the case of a current member, a "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty in the Armed forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty and that may render the servicemember medically unfit to perform his or her duties. In the case of a covered veteran, a "serious injury or illness" is the same as for a current member except that it must also meet any one of the following requirements: it must be (1) an injury that forms the basis for the veteran's enrollment in the VA's program of Comprehensive Assistance for Family Caregivers, (2) a physical or mental condition that substantially impairs the veteran's ability to work because of disability or disabilities related to military service, or would do so absent treatment, (3) a physical or mental condition for which the veteran has received a VASRD of fifty (50) percent or greater, and the need for military caregiver leave is related to that condition; or (4) a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating. The twenty-six (26) weeks of leave afforded for servicemember care is not in addition to the general twelve (12) weeks afforded under the federal FMLA.

Married Employees: Married employees who both work for the School District of Neillsville are limited to no more than an aggregate of twenty-six (26) weeks of leave between them for military family leave.

School Year Employees: If a school year employee is on leave at the end of one 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.

Definitions of "child" and "parent": Under both state and federal FMLA laws, "child" means a biological, adopted or foster child, step child, or legal ward. Under federal FMLA law, "child" also includes a child for whom the employee provides day to day care and financial support. Under both state and federal FMLA laws, a "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 (federal FMLA) or serious health condition (Wisconsin FMLA). Under both state and federal laws, "parent" means biological parent, foster parent, adoptive parent, or step parent. Under federal FMLA law, "parent" includes an individual who was responsible for the day-to-day care and financial support of the employee when the employee was a child but does not include parents of an employee's spouse or domestic partner. Under state FMLA law, "parent" includes parents of an employee's spouse or domestic partner.

Serious Health Condition: A serious health condition is an injury, illness, impairment or physical or mental condition that involves:

- Inpatient care in a medical care facility; or
- Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents a qualified family member from participating in school or other daily activities.

Continuing treatment by a health care provider includes:

1. A period of incapacity of more than three (3) consecutive full calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen or continuing treatment under the supervision of a health care provider (time limits apply to health care provider visits) (Under the Wisconsin FMLA, the requirement for more than three (3) consecutive calendar days of incapacity does not apply.);
2. Any period of incapacity due to pregnancy or prenatal care;
3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
4. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
5. Any period of absence to receive multiple treatments by a health care provider or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

Notification and Certification: Whenever possible, employees must give at least thirty (30) days' written notice of the need for FMLA leave. When thirty (30) days' notice is not possible, employees are expected to give as much written notice as is practical. Please see the human resources/payroll department for FMLA request forms. Normal call-in procedures must also be followed for all FMLA absences. If an employee does not expressly request family or medical leave, but requests leave for a reason that might qualify as family or medical leave, the School District of Neillsville may provide the employee with a leave request form to fill out and return to the district administrator as soon as possible in order to determine whether the leave requested qualifies as FMLA leave. The School District of Neillsville may temporarily designate the leave as FMLA leave.

When requesting FMLA, employees must give sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the School District of Neillsville if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The School District of Neillsville may require an employee who is requesting FMLA leave to provide medical certification for the leave. Employees will have fifteen (15) days in which to provide the completed certification, except in extenuating circumstances. If an employee fails to provide adequate certification in a timely manner, the employee's leave request or continuation of leave may be delayed or denied altogether. The School District of Neillsville may directly contact the employee's health care provider for authentication or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The School District of Neillsville may also require clarification of an incomplete or insufficient certification. Before the School District of Neillsville makes direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification as required by law.

The School District of Neillsville may require a second medical opinion at its expense regarding a serious health condition from a health care provider of its choice. If the first two opinions differ, the School District of Neillsville may obtain a third opinion at its expense from a mutually agreed upon health care provider. The third opinion shall be binding on the parties. The School District of Neillsville may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. Recertification and periodic reports regarding the employee's status and intent to return to work may also be required as allowed by law.

The School District of Neillsville will inform employees who have requested leave whether they are eligible for leave, specify any additional information needed, and inform the employee of their rights and responsibilities. If the employee is not eligible for leave, the School District of Neillsville will provide a reason for the ineligibility. The School District of Neillsville will also inform eligible employees whether requested leave will or will not be designated as FMLA leave and the amount of leave that will be counted against the employee's leave entitlement.

Recertification: The School District of Neillsville may request recertification for the serious health condition of the employee or the employee's family member as allowed by law. In seeking recertification, the School District of Neillsville may provide the employee's health care provider with the employee's attendance records and to confirm whether the employee's absences are consistent with the employee's serious health condition.

Intermittent Leave: An employee may take any leave covered by Wisconsin FMLA as intermittent leave, provided the employee provides notice as required by the law. The last increment of intermittent leave for the birth or adoption of a child under Wisconsin FMLA must begin within sixteen (16) weeks after the birth or placement for adoption of the child.

For leaves covered only by federal FMLA, an employee may take "intermittent" or "reduced schedule" leave, if medically necessary, for the employee's own serious health condition, to care for a spouse, parent, or child with a serious health condition, and to care for a covered servicemember with a serious injury or illness. Employees must make reasonable efforts to schedule leave for planned medical treatment so as to not unduly disrupt the School District of Neillsville's operations. To the extent an employee has control, medical appointments and treatments related to a serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work. For medically necessary intermittent or reduced schedule leave that is foreseeable based on planned medical treatment for the employee, a family member, or a covered servicemember, the School District of Neillsville may temporarily transfer an employee taking such leave to a position with equivalent pay and benefits if the new position better accommodates the leave. Military leave due to qualifying exigencies may also be taken on an intermittent basis. Employees may also take intermittent FMLA leave for the birth, adoption or foster placement of a child during the federal-only portion of their FMLA leave.

In addition, special rules apply to intermittent leave for "instructional" employees under the federal FMLA. The special rules apply to intermittent or reduced schedule leave 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 servicemember, 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 School District of Neillsville may require the employee to choose either to:

- 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; or
- 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 School District of Neillsville 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 weeks before the end of a semester, less than five weeks before the end of a semester, and less than three weeks before the end of a semester, special rules apply:

- If the employee begins leave more than five weeks before the end of a semester, the leave will last at least three weeks, and the employee would return to work during the three-week period before the end of the semester, the School District of Neillsville may require the employee to continue taking leave until the end of the semester.
- If the employee begins leave during the five-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 servicemember, the School District of Neillsville 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-week period before the end of the semester.
- If the employee begins leave during the three-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 servicemember, the School District of Neillsville may require the employee to continue taking leave until the end of the semester if the leave will last more than five working days.
- If the School District of Neillsville 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 School District of Neillsville 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.

#### Substituting Paid Time Off

Use Of Paid Leave: If qualified, WFMLA allows you to take up to ten (10) days of unpaid leave prior to FFMLA allowing the district to require that you take all available paid leave. Once paid leave is exhausted, the remainder of leave will be unpaid.

During any portion of leave that is covered by the federal FMLA only, the School District of Neillsville may restrict the use of paid time as allowed by law.

In cases where substitution of a paid benefit is not possible, the employee will generally receive reduced compensation consistent with the number of hours the person actually works.

Benefits During Leave: An employee's coverage under group health plans (i.e., group health and dental coverage) will be maintained during the period of an FMLA leave as required by the Wisconsin and federal FMLA laws and in accordance with the applicable terms of the plans.

Employees who take the school districts group health insurance must continue to pay their portion of premium during the period of FMLA leave.

If the School District of Neillsville maintains an employee's insurance during an FMLA leave, and the employee does not return from FMLA leave, under certain circumstances the district will have the right to recover the total cost of the insurance premiums paid during the employee's leave, as allowed by law.

Benefit Accruals: If an employee substitutes accrued paid leave for unpaid FMLA leave in order to remain fully compensated, the employee will continue to accrue paid time off at the rate at which the employee accrued such time prior to leave. If the leave is partially paid, the employee will accrue paid time off at a prorated rate. Once the employee stops receiving pay, the employee will no longer accrue paid time off during an FMLA leave. Use of FMLA cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave. Other benefit accruals may be suspended during the period of the leave and will resume upon return to active employment. An employee should check with the district administrator regarding other benefit continuation provisions.

Worker's Compensation Absences: When an employee is absent due to a work-related illness or injury which meets the definition of a serious health condition, the absence will be counted against the employee's allotment of FMLA leave under federal law. In other words, the employee is using federal FMLA leave concurrently with the worker's compensation absence.

Early Return From Leave: An employee who wishes to return to work earlier than originally anticipated should provide at least two (2) days' notice of such request. A fitness for duty certification may be required.

Returning to Work at the End of Leave: Employees who return to work from FMLA leave within the timeframes protected by the FMLA laws will be returned to their former position or, if that position is no longer available, an equivalent position with equivalent pay, benefits and other employment terms. If an employee wishes to return to work before his/her leave is to end, and work is available, the employee must notify the district administrator at least two (2) days prior to the desired return date. If an employee took FMLA leave for his/her own serious health condition, a fitness for duty certification will be required before the employee may return to work. In such cases, an employee's return will be delayed until such a certification is received.

Failure to Return to Work at End Of FMLA-Protected Leave: If an employee fails to return to work after the expiration of an FMLA-protected leave, the employee's rights under state and federal FMLA laws will no longer be in effect and the employee will be subject to immediate termination. 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 School District of Neillsville will consider a request for a further unpaid leave. However, the employee must submit a written request for consideration of a further leave as soon as the employee realizes that he/she will not be able to return at the expiration of the FMLA-protected leave period. The School District of Neillsville will consider each such request on a case by case basis. There is no guarantee that a further leave will be granted.

Failure To Meet Policy Requirements: If the employee fails to meet the requirements of this policy for family or medical leave, the request for leave will be denied until the requirements are met.

Extension of Leave: You may submit requests for additional unpaid extensions of leave to the human resources/payroll department. The School District of Neillsville reserves the right to accept or deny these requests as well as the right to request a doctor's certificate prior to granting any extension.

"Key Employees": Certain "key employees" as defined by law may not be eligible for reinstatement to their jobs or equivalent positions following a leave if reinstatement would cause the School District of Neillsville hardship.

See FMLA Posters, which are posted in the lounges of each building.

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. Stat. § 103.10  
Wisconsin Family & Medical Leave Act Regulations - Wis. Admin. Code DWD 225

## **2.05 Harassment and Bullying**

The School District of Neillsville is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of harassment and bullying. The School District of Neillsville shall not tolerate harassment or bullying based on any personal characteristic described above (section 2.01). Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the School District of Neillsville shall not tolerate acts by nonemployees (e.g., volunteers, vendors, visitors) that have the effect of harassing or bullying district employees in the workplace. Harassment or bullying can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such

behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

1. unwelcome sexual advances, comments or innuendos;
2. physical or verbal abuse;
3. jokes, insults or slurs based on any personal characteristic set forth above (Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks);
4. taunting based on any personal characteristic described above intended to provoke an employee; and/or,
5. requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

All employees are responsible for ensuring that harassment and bullying do not occur. Anyone who believes that they have been the subject of harassment or bullying or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures. All reports regarding employee harassment or bullying shall be taken seriously and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy, objects to harassment or bullying, or participates in an investigation of harassment or bullying. The School District of Neillsville shall take appropriate and necessary action to eliminate employee harassment and bullying. Actions that are determined to be harassment or bullying shall be subject to disciplinary action, up to and including termination.

All employees have a duty to report incidents of potential or alleged harassment and bullying to their immediate supervisor or the human resources/payroll department. Employees have up to 300 calendar days to report an alleged incident(s) of discrimination, harassment, and bullying. Employees who fail to report incidents of potential or alleged harassment and bullying, as described above, may be subject to disciplinary action, up to and including termination. In addition, supervisory employees who fail to respond to harassment or bullying complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including termination. Policy GBAB can be found at the School District of Neillsville Board Policy page at [HARASSMENT-STUDENTS/EMPLOYEES- GBAA](#)

## **2.06 Immigration Law Compliance**

The School District of Neillsville is committed to employing only United States citizens and aliens who are authorized to work in the United States. The School District of Neillsville does not unlawfully discriminate on the basis of citizenship or nation origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and eligibility to work in the U.S. In accordance with the IRCA, the I-9 should be completed within three (3) days of first reporting to work.

Former employees who are rehired must also complete the form if they have not completed an I-9 with the School District of Neillsville within the past three (3) years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the human resources/payroll department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## **2.07 Title IX: Sexual Harassment- Employee JBAB**

See the School District of Neillsville Board Policy [TITLE IX: SEXUAL HARASSMENT – EMPLOYEES- JBAB](#)

## **Section 3: General Employment Practices and Expectations**



### 3.01 Animals in the Classroom

The School District of Neillsville recognizes that animals have educational value in the school setting, but only under conditions that insure the safety and well-being of the students, staff, and the animals. Live animals (except those prohibited below) may be brought into the classroom as part of a written curriculum with written approval of the building principal. The teacher or caretaker of the animal must insure that all provisions of this handbook are met and must handle and maintain the animal according to recommendations of the Wisconsin Humane Society and the Wisconsin Division of Health. Service animals as defined by the Americans with Disabilities Act of 1990, for use by faculty, staff, and students will be allowed in the school buildings provided the health, safety and welfare of students, staff and the animals are not compromised and as long as animal waste guidelines are followed. Modifications may be required to provide for the health, safety, and welfare of all students. Animals used by law enforcement will be allowed in the School District of Neillsville as needed.

Applicable Procedures for Classroom Animals:

- A. The teacher or caretaker responsible for a classroom animal must do the following:
1. Receive permission from the building principal bring the animal to the School District of Neillsville. The teacher or caretaker must document the animal's integration into the curriculum and classroom setting on the [Request for Permission Form for Animals in the Classroom](#).
  2. Provide written notification to parents/guardians of all students who use the classroom or who may be exposed to the animal of the animal's anticipated arrival. A [Student Verification for Animals in the Classroom Form](#) must be on file from parents/guardians of each such student indicating that the student does not have any known allergies to the proposed animal. If a student exhibits an adverse reaction to the animal, the animal must be removed from the building.
  3. Notify building staff members, who use the classroom or who may be exposed to the animal, of the animal's anticipated arrival. A [Staff Verification for Animals in the Classroom Form](#) must be on file from each such staff member indicating that the staff member does not have any known allergies in the proposed animal or has an allergy but does not object to the presence of the animal.
  4. Provide documentation from a veterinarian that the animal is known to be in good health and has received all required vaccinations.
  5. Provide first aid and respond to any individual who is bitten or scratched by an animal. If the skin is broken, the affected area should be cleaned thoroughly with soap and water. All incidents must be reported to the principal, school health office and parent/guardian. The teacher must complete the district's student accident report or staff accident report and report the incident to public health (715.743.5105) if necessary.
  6. Make provisions for the care and maintenance or removal of the animal during the period of time when school is not in session, including but not limited to nights, weekends, holidays and summer break.
  7. Properly house the animal in cages, aquariums, etc., specific for the species. Animal cages, aquariums, etc., and the surrounding areas must be meticulously maintained and completely cleaned at least weekly. Applicable and appropriate personal protective equipment must be worn when cleaning cages and aquariums, all sinks must be disinfected after cleaning, and no animal debris may be flushed down the sink.
  8. Ensure students receive education about the safe handling of the animal including appropriate hand-washing, and protection of open cuts, sores, eczema, and abrasions.
  9. Remove and dispose of animal waste and materials from animal cages, aquariums, etc. in an appropriate manner. Students are not allowed to handle or clean up any form of animal waste. Waste materials from animals should be bagged separately, sealed and disposed of in an outside waste receptacle. Custodial and maintenance staff are not responsible for animal care or maintenance.
- B. Animals may not be at large in classrooms or in the building. Animals must be located away from water fountains and sinks where students and staff wash hands and animals may never be permitted in areas where food is prepared or served. Hand washing by staff and students is required before and after handling animals.
- C. No reptiles or amphibians will be permitted in grades early childhood through eighth (8<sup>th</sup>). In grades ninth (9<sup>th</sup>) - twelfth (12<sup>th</sup>), reptiles and amphibians will be permitted, but must be maintained in a science laboratory or by a person who is trained with respect to reptiles and amphibians' husbandry and appropriate procedures must be in place for handling the animal and cleaning up after animal activities.

- D. Students are prohibited from removing any classroom animals from district grounds.
- E. No animal may be transported on a school bus without the express, written authorization of the building principal. This does not apply to service animals specially trained to aid disabled persons.

Applicable Procedures for Other Animal Visits:

- A. With permission from the building principal, students may bring personal pets in for show and tell, unit study, etc. for a limited time but no more than one (1) day. The Request For Permission For Animal on School Grounds Form, Student Verification For Animal in the Classroom Form, and Staff Verification For Animal in the Classroom Form must be completed prior to the animal visit. The owner/parent/guardian must remain with the animal and provide supervision during the animal's entire stay in the School District of Neillsville.
- B. With permission from the building principal, animals may be brought into a school by an animal handler for educational presentations of one (1) day or less. The handler must have extensive knowledge and experience with the animal and experience providing education demonstrations on a regular basis.
- C. Animals are not allowed on district grounds for sporting events or other extracurricular school activities except when authorized by a building principal or other district administration.

The following animals are prohibited in the School District of Neillsville:

- Wild or undomesticated animals
- Poisonous animals, snakes, insects and amphibians
- Reptiles/Amphibians except for higher grade level classrooms, grades ninth (9<sup>th</sup>)- twelfth (12<sup>th</sup>)
- Stray animals
- Any dead or skeletal remains of an animal (non-processed)

Please see Board of Education Office forms for the following:

- [Animals in Schools: Request for Permission](#)
- [Animals in Schools: Student Verification](#)
- [Animals in Schools: Staff Verification](#)

### 3.02 Anti-Idling Policy

The School District of Neillsville is committed to providing a healthy and productive environment for all persons using our school. In light of the significant risk posed by school bus exhaust emissions, especially to children, the School District of Neillsville is implementing an anti-idling policy. This policy is intended to improve the health and safety of all individuals in or around the school and school grounds and reduce risks associated with exposure to diesel exhaust (such as aggravated respiratory and cardiovascular conditions, decreased lung function, acute respiratory symptoms, and chronic bronchitis). The implementation of this policy to reduce exposure of children to school bus exhaust emissions, also known as diesel exhaust emissions. The School District of Neillsville requires all buses to limit their idling on school grounds to improve surrounding air quality; protect the health of drivers, students, and others; conserve fuel (save money); and decrease engine wear. The following steps indicate the exact timing of specific changes to current operations and outline the procedures for conflict resolution and enforcement.

- A. Policy Guidelines to Reduce Exposure to School Bus Exhaust Emissions: These rules apply to any bus service, including home-to-school, activity, or charter transportation.
  - During morning start-ups, buses should idle no longer than necessary to bring engines to proper operating temperature and to defrost all windows.
  - When arriving at your location, all buses should be shut off as soon as it is practical; buses should not idle while waiting for passengers.
  - While waiting for passengers to board at their place of origin, all engines should be shut off.
- B. Exceptions to the policy: Exceptions to the policy may be made when the air temperature is below thirty-two (32) degrees, and when it is necessary to run the engine to operate required safety equipment or to maintain a safe environment for passengers with special health needs. The following are guidelines for maximum engine idling:

- Above 32° F: 3 minutes
- Between -10° and 32° F: 10 minutes
- Below -10° F: no limit

- C. Conflict Resolution: Bus drivers, employees, and visitors are expected to honor the anti-idling policy at all school buildings and facilities by shutting off their engines upon arrival. Individual complaints or concerns regarding the implementation and/or enforcement of this policy should be discussed with the maintenance supervisor of buildings and grounds, who will contact the individual bus driver. Concerns about staff or parents who idle their vehicles on school grounds can be directed to the Board of Education Office.
- D. Enforcement of Policy: All persons share in the responsibility of adhering to and enforcing this policy. Any person violating this policy may be subject to disciplinary action.

### 3.03 Appliance Policy

The School District of Neillsville is firmly committed to providing students, staff, and visitors with a safe and healthy environment. Therefore, the purpose of the Appliance Policy is to protect the School District of Neillsville’s students, staff, and visitors by complying with all federal, state, and local regulations. The School District of Neillsville will not purchase any appliances for use within classrooms with the exception of appliances in family and consumer education or other curriculum related areas.

The objective of this Appliance Policy is to eliminate residential appliances throughout the School District of Neillsville for failure to meet the National Sanitation Foundation (NSF) Commercial Appliance Certification standards. Appliances and products that fail to meet the NSF Certification also fail to meet standards and regulations adopted by the Wisconsin Department of Safety and Professional Services (DSPS). The DSPS regulates public entities, just as the Occupational Safety and Health Administration (OSHA) regulates private companies. Appliances such as coffee makers, ovens, pizza ovens, microwaves, refrigerators, mini-fridges, toasters, blenders, and other such residential appliances that fail to contain the NSF Certification must be removed from the district grounds.

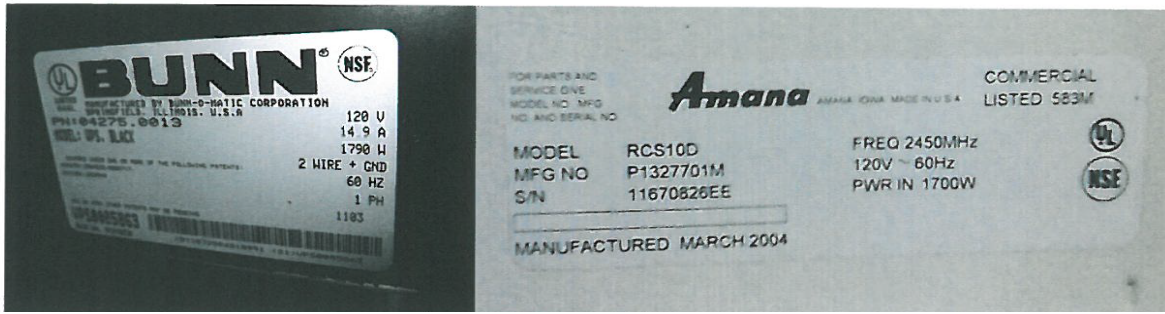
The district administrator and staff are accountable for defining, implementing, and effectively maintaining the Appliance Policy. The district administrator and staff will provide the training, documents, leadership, resources, and accountability to ensure compliance, conformance, and continual improvement of this policy. The district administrator and staff will annually audit the policy and all coordinating information.

This policy will verify that only NSF Certified appliances are allowed within the classroom, meeting the DSPS regulations and standards. The determination of such NSF Certified appliances is performed by identifying the location of the product/appliance manufacture label/tag and identifying the NSF Certification on the manufacture label/tag, or lack thereof.

The following are examples of NSF Certification Logos:



The following are examples of NSF Certification on product labels:



The following is an example of a product without NSF Certification:



The following procedures shall be followed under the Appliance Policy for labeling:

1. The identity of the Appliance/Product and the NSF Certification will both be located on the same label. No other labels, such as the UL Commercial labels, will be accepted for classifying the product in the classroom as a commercial product within the School District of Neillsville.
2. The owner of an NSF Certified product utilized within the School District of Neillsville, shall write with a permanent writing utensil; in an easily noticeable place on the appliance/product; and include all of the following:
  - a. First and last name
  - b. Home phone number
  - c. Classroom contact number
  - d. Home address with zip code

When an appliance/product is found that **does not** contain an NSF Certification, the following actions will be taken:

1. The date found shall be written on the product with a permanent writing utensil; and
2. The appliance/product shall be placed in the correlating teachers' lounge for ownership to claim; or
3. Returned to the owner and removed from district grounds;

**NOTE:** If an owner has not claimed the appliance/product after one week of the identification of a non-NSF Certified appliance/product, the School District of Neillsville will remove and dispose of the appliance/product.

### **3.04 Assignments, Transfers and Vacancies**

When an employee position becomes vacant (as determined by the district), or when the School District of Neillsville creates a new position, employees may apply for such positions providing all qualifications and certification requirements are fulfilled. If an employee applying for a transfer meets the qualification and certification requirements, they will be granted an interview if they are qualified and certified for the position. The School District of Neillsville retains the right to hire internal or external candidates for positions, and assign and transfer internal candidates to positions, at its discretion.

### **3.05 Attendance**

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

10. Same day absences must be verbally communicated with supervisor within an hour of the employee's normal daily starting time, and preferably before 6 a.m. if a substitute is required.
11. Planned absences must be approved by the employee's supervisors, business manager and district administrator.
12. All absences should be entered into the School District of Neillsville's absence employee management system.

Any time spent not working during an employee's scheduled day must be accounted for using the appropriate absence procedures. The School District of Neillsville will monitor attendance and absence patterns. Falsification of records, improper modification of time worked records, and/or failure to account for time spent not working will be investigated and will result in disciplinary action up to and including termination. Failure to notify the School District of Neillsville of an absence and failure to report to work on such day could result in disciplinary action up to and including termination.

### **3.06 Breastfeeding Employees**

In recognition of the well documented health advantages of breastfeeding for infants and mothers, the School District of Neillsville provides a supportive environment to enable breastfeeding employees to express their milk during work hours. The Clark County Public Health Department (715.743.5105) offers a lactation support program for breastfeeding mothers as well if you have questions or concerns about breastfeeding.

The School District of Neillsville subscribes to the following worksite support policy. This policy shall be communicated to all employees in the employee handbook.

A Place to Express Milk: A private room (not a toilet stall or restroom) shall be available for employees to express milk. The room will be private and sanitary, located near a sink with running water for washing hands and rinsing out breast pump parts, and have an electrical outlet. The location of the room may include other options than those currently in place so long as the additional option is mutually acceptable to both the employee and employer. Please contact your direct supervisor for a key to the designated room. This room has a chair and table for your use, as well as disinfectant wipes.

Employer Responsibilities: Breastfeeding employees who choose to continue providing their milk for their infants after returning to work shall receive reasonable milk expression breaks to express milk during work hours using their normal breaks and meal times. Prenatal breastfeeding classes and prenatal and postpartum information materials are available through the Clark County Public Health Department.

Employee Responsibilities:

- Employees who wish to express milk during the work period shall inform supervisors of their needs so that appropriate accommodations can be made to satisfy the needs of both the employee and the school.

- Breastfeeding employees are responsible for keeping milk expression areas clean, using anti-microbial wipes to clean the area. Employees are also responsible for keeping the general lactation room clean for the next user.
- Employees shall use their own cooler packs to store expressed breast milk.
- Employees are responsible for proper storage of their milk.
- Employees should provide their own containers, clearly labeled with name and date so it is not inadvertently confused with other employee's milk.
- When more than one breastfeeding employees needs to use the designated lactation room, employees may be required to work together to allow each employee the opportunity for milk expression times which best meet their needs. Prior to use of the room, employees should knock to ensure the privacy of any other employee present.

### **3.07 Bulletin Boards**

The School District of Neillsville shall provide a bulletin board in each lounge as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the district and is consistent with district policy and applicable law. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students, or board members and shall not be in violation of any district policy or law. The building administrator will be provided a copy of all posted material at the time of the posting. The building administrator and/or designee shall be allowed to remove material from the bulletin board(s) at their discretion.

### **3.08 Cell Phone Use**

All staff must limit the use of cell phones for personal use to scheduled break times only. All employees choosing to use their personal cellphone for school business may be reimbursed, with prior approval and proper documentation for up to a maximum amount of ten (10) dollars per month as approved by administration.

### **3.09 Certification/Licensure/Training**

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

Staff required to maintain additional certifications/trainings, including but not limited to automated external defibrillator (AED), cardiopulmonary resuscitation (CPR), first aide, and life guarding as designated by their position must keep these certifications current. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner.

### **3.10 Child Abuse Reporting**

The Board of Education recognizes its legal and ethical obligation in the reporting of suspected or threatened child abuse and neglect. The Board of Education also believes in a positive and preventative approach to child abuse and neglect. Therefore, the Board of Education endorses efforts toward making staff members more cognizant and sensitive to the issues involved in child abuse and neglect. It is hoped that through cooperation among home, school, and other agencies, effective treatment will be provided to the child and/or the child's family.

- A. Any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below.
- B. A person required to report shall immediately inform, by telephone, in writing, or personally, the applicable district administrative personnel and the Clark County Department of Human Services (715.743.5233) or



Neillsville Police Department (715.743.3122) of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

### 3.11 Communications

School District of Neillsville employees are expected to abide by the following rules when using information technology and communication resources.

- A. Electronic Communications: Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using, or storing messages on the network, the user should consider both the personal ramifications and the impact on the School District of Neillsville should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to electronic messages, as confidentiality cannot be guaranteed.
1. The School District of Neillsville may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the School District of Neillsville, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications (e.g., voicemail, Twitter™, Facebook™, etc.).
  2. Electronic mail transmissions and other use of the School District of Neillsville's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated School District of Neillsville staff to ensure appropriate use. This monitoring may include but is not limited by the following: activity logging, virus scanning, and content scanning. External electronic storage devices are subject to monitoring if used with district resources.
- B. User Responsibilities: Network/Internet users (students and district employees), like traditional library users, are responsible for their actions in accessing available resources. The following standards apply to all users (students and employees) of the Network/Internet:
1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
  2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by district policy.
  3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, district policy, and administrative regulations.
  4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material.
  5. A user may not disable internet tracking software or implement a private browsing feature on School District of Neillsville computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the district's technology department's directives.
- C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the district through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent if the employee has a pre-existing social or family relationship with the student.
1. For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. The following definitions apply for purposes of this section on Electronic Communication with Students:
    - a. "Authorized Personnel" includes classroom teachers, counselors, principals, assistant principals, directors of instruction, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the district administrator or a building principal.
    - b. "Communicate" means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to district regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

c. "Electronic media" includes all forms of social media, such as, but not limited to, the following: text messaging, instant messaging, electronic mail (email), Web logs (blogs), electronic forums (chat rooms), video sharing Websites (e.g., YouTube™), editorial comments posted on the Internet, and social network sites (e.g., Facebook™, MySpace™, Twitter™, LinkedIn™), and all forms of telecommunication such as landlines, cell phones, and web-based applications.

- D. Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the district within the following guidelines:
1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities.
  2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities, the employee is expected to reply to the student one time. That response should indicate that the student's communication is not within the employee's professional responsibilities and that no further communications will take place between that student and the employee. After that communication, the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
  3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("Professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
  4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
  5. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently enrolled students.
  6. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
    - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student;
    - b. confidentiality of student records; and,
    - c. confidentiality of other district records, including educator evaluations, credit card numbers, and private email addresses.
    - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
    - e. An employee may request an exception from one or more of the limitations above by submitting a written request to the employee's immediate supervisor.
- E. Retention of Electronic Communications and other Electronic Media: The School District of Neillsville archives some non-spam emails sent and/or received on the system in accordance with the district's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. Employees who create pupil records via email need to ensure that pupil records are retained for the period of time specified by the pupil records law. For this reason, the School District of Neillsville heavily discourages the use of email as the means to communicate about individually identifiable students.
- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted board meetings, grievance hearings, and any other board sanctioned meeting recorded in accordance with board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by School District of Neillsville personnel, or authorized agents of the district, or electronic recordings that are authorized by the district, (e.g. surveillance videos, extracurricular activities, voicemail recordings).



- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off district property. These restrictions include:
1. Confidentiality of student records.
  2. Confidentiality of other district records, including educator evaluations and private email addresses.
  3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
  4. Prohibition against harming others by knowingly making false statements about a colleague or the district.
- H. Personal Web Pages: Employees may not misrepresent the district by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the School District of Neillsville. No employee may purport to speak on behalf of the district through any personal or other non-authorized website.
- I. Disclaimer: The School District of Neillsville's electronic systems are provided on an "as is, as available" basis. The School District of Neillsville does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The School District of Neillsville does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the School District of Neillsville. The School District of Neillsville will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the district's electronic communications system.

### **3.12 Confidentiality**

Student information that employees obtain as the result of their employment with the School District of Neillsville is confidential, and protected by law, unless such information has been designated as pupil directory data. The law and respect for our students requires that student issues are only discussed with employees and parents/guardians who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or district business information. Any requests for School District of Neillsville records shall be referred to the appropriate administrator.

### **3.13 Conflict of Interest**

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the School District of Neillsville. Employees are asked to avoid outside activity that may compete with or be in conflict with the best interests of the School District of Neillsville. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated.

### **3.14 Copyright**

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the district administrator.

### **3.15 Criminal Background Checks/Charges/Convictions for Active Employees**

Obligation to Report: Every School District of Neillsville employee shall notify their immediate supervisor, principal or district administrator as soon as possible, but no more than five (5) calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. 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;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity;
4. A misdemeanor which involves moral turpitude (e.g., an act or behavior that gravely violates moral sentiments or accepted moral standards of the community); or
5. A misdemeanor which violates the public trust.

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

1. The nature of the offense;
2. The date of the offense;
3. The relationship between the offense and the position to which the employee is assigned.

For any employee who is convicted of a felony and has not been pardoned, the School District of Neillsville shall have discretion to terminate that individual's employment or to non-renew the employee's contract. Nothing herein shall prohibit the School District of Neillsville from placing an employee on administrative leave or from suspending an employee based upon an arrest, indictment or conviction.

### **3.16 District Organizational Chart**

The Board of Education desires the district administrator to establish clear understanding on the part of all personnel of the working relationships in the school system. Lines of direct authority should be those approved by the board and shown on the School District of Neillsville's organizational chart.

Personnel shall be expected to refer matters requiring administrative action to the administrator/supervisor to whom they are responsible. The administrator/supervisor shall refer such matters to the next higher administrative authority when necessary. Additionally, all personnel will be expected to keep the person to whom they are immediately responsible informed of their activities by whatever means the person in charge deems appropriate.

It is expected that the established lines of authority will serve most purposes. All personnel shall, however, have the right to appeal any decision made by an administrative authority to the next higher authority and through the appropriate successive steps to the Board of Education.

Additionally, the lines of authority do not restrict in any way the cooperative, sensible working together of all staff members at all levels in order to develop the best possible school programs and services. The established lines of authority represent direction of authority and responsibility and represent avenues for a two-way flow of ideas to improve the program and operations of the school system.

## **Line Of Responsibility (Who Supervises Whom)**

### **A. District Administrator**

1. Business Manager
2. Administrative Secretary
3. Payroll/H.R. Assistant
4. Principal Grades Ninth (9<sup>th</sup>) – Twelfth (12<sup>th</sup>)
5. Principal Grades Sixth (6<sup>th</sup>) – Eighth (8<sup>th</sup>)
6. Principal Grades PreK-Fifth (5<sup>th</sup>)
7. Technology Coordinator
8. Athletic Director
9. Transportation Director
10. Building and Grounds Director
11. Food Service Director
12. Health Office Staff
13. CESA Contracted Staff

### **B. Principal Grades Ninth (9<sup>th</sup>) – Twelfth (12<sup>th</sup>)**

1. Teachers
2. Counselor
3. Clerical Staff
4. Teaching Assistants
5. Coaches
6. Advisors
7. Students

### **C. Principal Grades Sixth (6<sup>th</sup>) – Eighth (8<sup>th</sup>)**

1. Teachers
2. Counselor
3. Clerical Staff
4. Teaching Assistants
5. Coaches
6. Advisors
7. Librarian
8. Students

### **D. Elementary Principal Grades PreK- Fifth (5<sup>th</sup>)**

1. Teachers
2. Counselor
3. Clerical Staff
4. Teaching Assistants
5. Students

### **E. Building and Grounds Director**

1. Maintenance Staff
2. Custodians

### **F. Transportation Director**

1. Mechanic
2. Bus Drivers
3. Bus Riders

### **G. Food Service Director**

1. Food Service Manager
1. Food Service Assistants
2. Meal Patrons

## **3.17 District Property**

The School District of Neillsville may supply an employee with equipment or supplies to assist the employee in performing their job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Employees cannot take district property for personal use or gain. Any equipment,

unused supplies, or keys issued must be returned prior to the employee's last day of employment. District equipment borrowed for short term, and/or use for work related duties, should be returned the next workday. Please contact your building principal if you need an extension.

### **3.18 Drug, Alcohol, and Tobacco-Free Workplace**

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

- A. Prohibited Acts - Drugs and Alcohol: The manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the School District of Neillsville will not condone the involvement of any employee with illicit drugs, even where the employee is not on district premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school sponsored trip may be disciplined, up to and including termination. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.
- B. Tobacco Products: Employees shall not use tobacco products on district premises, in district vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment.
- C. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the district has reasonable suspicion to believe that the employee has violated the district's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any district function on or off district property. The School District of Neillsville's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- D. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, board policy, and administrative rules. Furthermore, before working for the School District of Neillsville, a driver must complete and turn in the "Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures."
- E. Consequence for Violation: Employees who violate the district's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the district, and referral to appropriate law enforcement officials for prosecution. Compliance with the district's policies and rules is mandatory and is a condition of employment.
- F. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the district administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three (3) days after such conviction. Within ten (10) days of receiving such notice – from the employee or any other source – the School District of Neillsville shall notify the federal granting agency of the conviction. After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the School District of Neillsville shall either:
  - 1. Take appropriate personnel action against the employee, up to and including termination of employment, or;
  - 2. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act.
- G. Employee Assistance Program: The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical or productivity concerns or problems. EAP helps in the prevention, identification and resolution of these problems and concerns. To reach the EAP coordinator in the

School District of Neillsville, please contact the human resources/payroll department and/or their designee. For specific EAP services, the EAP provider may be contacted directly.

LEGAL REFERENCE: Wis. Stat. § 120.12(20)  
Drug-Free Workplace Act  
41 U.S.C. § 702(a) (1)(D)  
41 U.S.C. 703

### 3.19 Emergency Closures

Should inclement weather or other emergency situation(s) require the School District of Neillsville to close school(s), the following procedures shall be followed:

- Messages will be sent out on the School District of Neillsville app and Facebook page.
- Local television and radio stations will be notified by 6:00 a.m. or as soon as practical. Employees are encouraged to monitor TV and radio stations for closing announcements.
- Days may be made up at the discretion of the School District of Neillsville.

The daily operations of the School District of Neillsville will continue, through the use of technology during inclement weather or during an emergency school closure. All School District of Neillsville staff will be expected to perform their job responsibilities either on-site or remotely.

The first two (2) full school closure days, nine (9) & ten (10) month support staff shall be a regular paid day automatically added to your timesheet. Days over two (2) will be unpaid, however, employees use personal time if they choose.

Accounting for Time Worked During Emergency School Closures and Inclement Weather: To determine if the school closure is a paid day, each staff member should utilize the following process below.

Does the position the staff member holds have work to do on the required closure day?

If yes:

- Determine with supervisor if the work can be done remotely or on site.
- If the staff member elects not to do the work, they account for the absence as appropriate in the School District of Neillsville's absence management system.

If no:

- The staff member can use a paid leave day (personal or vacation) to account for the day or take a day without pay.

Early Release: On days when school releases early, nine (9) & ten (10) month support staff are required to leave after the busses are dismissed. This time will be unpaid unless using paid leave.

On days when school releases early, twelve (12) month support staff working day shift may leave after buses are dismissed. Night shift may leave or stay home. You are required to notify your supervisor prior to leaving or staying home. This time will be unpaid, but employees may use paid time off if they choose. The employee will be responsible for and docked for applicable benefit costs.

Late Start Delay: In the event of a delay, twelve (12) month staff should report to work as close to their regularly scheduled start times as it is safe to do so. All other nine (9) & ten (10) month staff should report thirty (30) minutes prior to their scheduled start time. In the event the School District of Neillsville must change this expectation due to excessive closures and/or delays, staff will be notified of modified expectations.

When a delay is announced, the following changes will be made to the school day:

- Bus routes will be adjusted upon the announced school start time.
- Classes will begin at the announced start time.
- Breakfast will be served at all schools.
- School lunch will be at or around the normal time.
- All morning and afternoon district Early Learning Programs (Head Start & 4K) will be cancelled.

### 3.20 Emergency Contacts

In the event of a medical or any other emergency that needs immediate action from emergency personnel, call 911 and then inform your immediate supervisor as soon as practical.

In case of a building emergency call: Mark Spencer – 715.305.8455

In case of a bus emergency call: Dale Erickson – 715.613.2774

In case of other emergencies call your immediate supervisor:

John Gaier – 715.937.1081

Craig Anderson – 608.212.0696

Kory Poeschel – 608.434.1817

Marcy Kunze – 715.937.3874

### 3.21 Employee Identification Badges

The School District of Neillsville shall provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, coworkers, vendors and the public to know who employees are. They are an important part of providing a secure environment for our students. Employees must wear their employee identification badges in a visible spot during their contracted work time.

### 3.22 Employee (Whistleblower) Protection

- A. Complaint Procedure: If any employee of the School District of Neillsville reasonably believes that some policy, practice, or activity of the district is in violation of law, a written complaint must be filed by that employee with the district administrator. If the complaint is about a practice or activity of the district administrator, the complaint must be filed with the board president.
- B. Purpose: It is the intent of the School District of Neillsville to adhere to all laws and regulations that apply to the district, and the underlying purpose of this provision is to support the School District of Neillsville's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.
- C. Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the School District of Neillsville and provides the district with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the School District of Neillsville's chain of command. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the School District of Neillsville from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The School District of Neillsville will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the district, or of another individual or entity with whom the district has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The School District of Neillsville will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the district that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

### 3.23 Energy Savings

Five (5) Things You Can Do to Save Energy in Your Classroom

1. Turn off the lights.
  - a. Use as much natural light as possible.
  - b. Only turn on the lights you absolutely need.
  - c. Turn lights off EVERY time you leave the room, even for a minute.
2. Shut your computer monitor off when not in use.
  - a. Put your computer in sleep or standby mode whenever possible.
  - b. Press the power off button on your monitor between uses.
  - c. Power down your computer at the end of each day
3. Plug electronic devices into a power strip.
  - a. Turn power strip off when devices/appliances are not in use.
  - b. Plug all smart board components into one power strip and turn it off at the end of each day.
4. Keep thermostat and vents free and clear.
  - a. Do not place electronic devices and desks near the thermostat if possible.
  - b. Mark sure fresh air entering your room is unobstructed.
5. Close doors and windows.
  - a. Keep exterior doors closed when heating/cooling system is on
  - b. Most buildings design Heating, Ventilation, and Air Conditioning (HVAC) systems to operate most efficiently with interior doors closed to minimize warm and cold drafts from hallways.

### **3.24 False Reports/Honesty**

Employees may be disciplined, up to and including termination, for filing false reports or statements including but not limited to the following: accident reports, attendance reports, insurance reports, physician's statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work-related matters. Honesty is a core value in the School District of Neillsville. Employees shall not create any intentional inaccuracies verbally or on official School District of Neillsville documents such as time sheets, job applications, pupil records, etc.

### **3.25 Financial Controls and Oversight**

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the School District of Neillsville. Any person who suspects fraud or financial impropriety in the School District of Neillsville shall report the suspicions immediately to any supervisor, and/or the district administrator or designee. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares district financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor their area of responsibility for fraud and financial impropriety. Neither the board nor any School District of Neillsville employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

### **3.26 Fraud and Financial Impropriety**

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

- A. Fraud and financial impropriety shall include but is not limited to the following:
1. Forgery or unauthorized alteration of any document or account belonging to the School District of Neillsville;
  2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document;
  3. Misappropriation of funds, securities, supplies, or other School District of Neillsville assets, including employee time;
  4. Impropriety in the handling of money or reporting of School District of Neillsville financial transactions;
  5. Profiteering as a result of insider knowledge of School District of Neillsville information or activities;
  6. Unauthorized disclosure of confidential or proprietary information to outside parties;

7. Unauthorized disclosure of investment activities engaged in or contemplated by the School District of Neillsville;
  8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the School District of Neillsville; except as otherwise permitted by law or district policy (see gifts section of handbook).
  9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
  10. Failure to provide financial records required by state or local entities;
  11. Failure to disclose conflicts of interest as required by law or School District of Neillsville policy;
  12. Disposing of School District of Neillsville property for personal gain or benefit and,
  13. Any other dishonest act regarding the finances of the School District of Neillsville.
- B. Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the district administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the board, district administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the School District of Neillsville, the district may seek to recover lost or misappropriated funds.

### **3.27 Gambling, Gifts and Sale of Goods and Services**

Gambling on School District of Neillsville-owned or leased premises is prohibited at all times. Gambling during the workday on or off the School District of Neillsville's property is prohibited.

Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the district that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the School District of Neillsville, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students.

It is the School District of Neillsville's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the School District of Neillsville. Gifts that are intended for the benefit of the School District of Neillsville should be referred to the district administrator for proper processing under the School District of Neillsville's policy on gifts and solicitations and the terms of gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined.

Sale of Goods and Services: No School District of Neillsville employee may receive for their personal benefit anything of value from any person other than their employing district to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of his or her employing district or at an activity their employing district. The School District of Neillsville appreciates the generosity of booster clubs, parent-teacher organizations, service groups, community organizations, and individuals who donate gifts that will enhance and extend the work of the schools. Please refer to the following board policy: [STAFF GIFTS AND SOLICITATIONS- GBI](#)

LEGAL REFERENCE: Wis. Stat. §118.12  
Wis. Stat. §118.27



### **3.28 Homeless Students**



## Common Signs of Homelessness

*Note: While these are considered common signs, please recognize that they only offer general guidance. There is significant variability within the school-age homeless population. Individual students may differ significantly from the following general characteristics.*

### ***Lack of Educational Continuity***

- Attendance at many different schools
- Missing records needed to enroll
- Inability to pay fees
- Gaps in skill development
- Mistaken assessment of abilities
- Poor organizational skills
- Poor ability to conceptualize

### ***Poor Health/Nutrition***

- Missing immunizations & medical records
- Unmet medical & dental needs
- Respiratory problems
- Skin rashes
- Chronic hunger or food hoarding
- Fatigue (may fall asleep in class)

### ***Transportation & Attendance Problems***

- Erratic attendance and tardiness
- Numerous absences
- Lack of participation in afterschool activities
- Lack of participation in field trips
- Inability to contact parents

### ***Poor Hygiene***

- Lacking shower facilities/washers, etc.
- Wearing clothes several days
- Inconsistent grooming

### ***Lack of Personal Space After School***

- Consistent lack of preparation for school
- Incomplete or missing homework

- Unable to complete special projects
- Lacking basic school supplies
- Loss of books and supplies on regular basis
- Elevated concern for safety of belongings

### ***Social and Behavioral Concerns***

- A marked change in behavior
- Poor/short attention span
- Poor self-esteem
- Extreme shyness
- Unwilling to form relationships with peers & teachers
- Difficulty socializing at recess or lunch periods
- Difficulty trusting people
- Aggression
- "Old" beyond years
- Overly protective of parents
- Clinging behavior
- Developmental delays
- Fear of abandonment
- School phobia (afraid to leave parent)
- Anxiety, especially late in the school day

### ***Reactions or Statements by Parents, Guardians, or Students***

- Exhibiting anger or embarrassment when asked about current address
- Avoidance of questions related to current address
- Statements about staying with grandparents, other relatives, friends, or in motels & campgrounds
- Statements such as:
  - "I don't remember the name of the last school."
  - "We've been moving around a lot."
  - "Our address is new; I can't remember it."
  - "We're staying with relatives until we get settled."
  - "We're going through a bad time right now."

*Adapted from flyers developed by the Illinois & Pennsylvania Departments of Education. For more information on homeless education, visit the National Center for Homeless Education website at: [nche.ed.gov](http://nche.ed.gov)*

All employee injuries occurring on district property, school buses or during the course of school sponsored activities, including field trips and other away events, are to be reported to their immediate supervisor, district administrator and district office. The employee must call the EMC OnCall Nurse at 1.844.322.4668 within twenty-four (24) hours of the injury.

An injured employee may be offered a light duty assignment at the discretion of the School District of Neillsville.

LEGAL REFERENCE: Wis. Stat. Ch. 102

### **3.30 Investigations**

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

Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a Garrity warning. [Garrity v. New Jersey](#)

Administrative Leave: The School District of Neillsville may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

### **3.31 Driving and Transportation**

Use of District Vehicles: All employees who drive a School District of Neillsville vehicle or operate mobile equipment must possess a valid driver's license. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks/vans), tractors, riding lawnmowers, forklifts, heavy equipment, and golf carts.

Notice of Traffic Violations: All employees who drive a School District of Neillsville vehicle, operate mobile equipment, or receive a School District of Neillsville travel allowance or mileage reimbursement must notify their immediate supervisor immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the transportation department. Payment for any citations received while driving a School District of Neillsville vehicle is the responsibility of the driver. This reporting provision applies to citations or convictions as a result of operating either a School District of Neillsville vehicle or a personal vehicle.

Commercial Driver's License (CDL): A CDL driver must notify their immediate supervisor, in writing and within thirty (30) days of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.

1. Employees must notify their own motor vehicle licensing agency within thirty (30) days if they are convicted in any other jurisdiction (state) of any traffic violation (except parking). This is true no matter what type of vehicle the employee is driving.
2. Employees must notify the School District of Neillsville within two (2) business days if driving privileges are suspended, revoked, canceled or disqualified.

Drivers: All drivers of motor vehicles owned by the School District of Neillsville and used for the transportation of pupils shall be under written contract with the board.

Personal Transportation Utilized for District Use: A minimum of private vehicle transportation will be utilized. Employees must notify and receive approval from their direct supervisor and district administrator prior to traveling on the School District of Neillsville's behalf, including transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle.

1. Car Insurance: Employees who use their vehicles for district business shall carry minimum insurance policy limits of \$300,000 combined single limit (CSL) liability, or \$100,000 per person/\$300,000 per

- accident bodily injury and \$100,000 property damage.
2. All persons traveling on the School District of Neillsville's behalf must pass the insurance points requirements required by the transportation department.
  3. Personal Vehicle Reimbursement: Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the School District of Neillsville, in its discretion, provided the School District of Neillsville's maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of \$1,000.00. No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.
  4. All transportation will be done in accordance with board policy.

LEGAL REFERENCE: Wis. Stat. § 121.52(2).  
Wis. Stat. § 121.555.

### **3.32 Dress Code and Personal Appearance**

School District of Neillsville employees are judged not only by their service but also by their appearance. It is the School District of Neillsville's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a district. The School District of Neillsville expects that all employees are neat, clean, wear appropriate dress for work that is in good taste, free of rips, tears, and suitable for the job at hand. The School District of Neillsville expects dress or attire from school employees that is not considered disruptive, inappropriate, or which adversely affects the educational atmosphere. At a minimum, staff are expected to follow the School District of Neillsville's student dress code policy.

Appropriate safety gear shall also be worn by all employees at all times as deemed necessary. Any designated employees (e.g., custodial, cleaning, maintenance, food service), shall not wear open-toed or slip-on shoes during regular work hours.

### **3.33 Personal Files**

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to obtain or review a copy of the employee's personnel file. Personnel files are stored electronically, and employees may request to review an electronic copy of the personnel file. A review of the electronic personnel file must be accomplished in the presence of the person officially charged by the district administrator with custody of those files. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file. Employees will be provided with a copy of any document before the document is placed in the employee's personnel file. Copies of the employee personnel file are subject to a fee of twenty-five cents (\$0.25) per page and applicable mailing costs. Fees must be paid prior to receiving the file. After reviewing the employee's personnel records, the employee has the right to request that records the employee believes to be inaccurate or obsolete be removed from their file. If the School District of Neillsville denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the School District of Neillsville intends to release the disputed record to a third party, the district must also release the attached employee rebuttal statement to the third party. If you wish to view your file, please fill out the following: [Request to View Personal Files](#)

LEGAL REFERENCE: Wis. Stat. § 103.13(4)  
Wis. Stat. § 103.13(6)

### **3.34 Personal Property**

Liability: The School District of Neillsville does not assume any responsibility for loss, theft or damages to personal property. To minimize risk, the School District of Neillsville advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The School District of Neillsville is not liable for vandalism, theft or any damage to cars parked on school property.

Personal items such as but not limited to desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces must be prior approved by the district administrator. Any items that are brought in but have not gone through the appropriate approval process will be asked to be removed within five (5) business days.

### **3.35 Physical Examination**

The School District of Neillsville requires, as a condition of employment, that all employees obtain a physical examination, including a tuberculin survey. Freedom from tuberculosis in a communicable form is a condition of employment. If the employee's tuberculin survey indicates a need for a test, a test is required. If a skin test is positive, a chest x-ray shall be required.

The School District of Neillsville shall pay the cost for any required testing and physical examination, which shall be performed by the school's authorized clinic. If an employee chooses to go to their own personal physician, the employee will be required to pay any additional fees above the cost of the school appointed clinic.

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 School District of Neillsville 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 School District of Neillsville 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 their 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 District of Neillsville may require a health examination sufficient to determine whether the employee is suffering from such an illness. The School District of Neillsville shall not discriminate against any employee for filing an affidavit seeking an exemption from the physical requirement.

The School District of Neillsville 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.

LEGAL REFERENCE: Wis. Stat. § 118.25  
Wis. Stat. § 121.52(3)(a)  
American with Disabilities Act of 1990, as amended, 42 U.S.C.  
12112(d)(3)(B) and (C)

### **3.36 Political Activity**

Employees are free to engage in political activity outside of work hours and to the extent that it does not adversely affect the performance of job duties, working relationships or district operations. When engaging in political activity or engaging in discussions of issues of public importance, employees are expected to ensure that their actions and positions are not attributed to the employer. Employer resources may not be used for promoting a particular candidate or political party or for advocating a particular position on an issue that has become identified as the viewpoint of a particular candidate or party.

Definition of "Employer Resources": Employees may not use employer resources for political activities. Employer resources include office supplies, electronic equipment including e-mail, facsimile and photocopying machines, bulletin boards and other public spaces. Use of bulletin boards requires authorization of the building principal and is off-limits to public use.

Definition of "Political" Activities: Partisan "political" activities must be conducted independent of your role as an employee. The following guidelines are not exhaustive but are intended to help in differentiating between those activities that may be viewed as harmful to workplace functioning and those activities that generally fall outside

the “political” activities subject to employer restrictions and intervention. Employees are expected to avoid the following political activities:

- Using working hours or employer resources to solicit money or signatures or to make political contributions.
- Using non-work hours to solicit contributions, signatures or services from other employees who are on work time.
- Posting political materials in areas open to the public (generally, individual work stations that are not available to the public are exempted from this restriction)
- Using the employer’s mailing address as the return address for political solicitations
- Providing employer mailing lists to any individual or organization for political solicitations if this information is not generally available to the public. (Note: the use and distribution of employer mailing lists to outside parties always requires prior authorization including an assessment of whether fees should be charged to cover production costs)
- Providing a forum for an individual candidate to promote his or her campaign without giving an equal opportunity to other candidates, for the same office, to participate in the forum.
- Political advocacy in the form of clothing items, armbands and buttons that cause a disruption in operations and/or violate the rights of others including the right to be free from discrimination, harassment and intimidation in the workplace.

These guidelines are not intended to discourage discussion of controversial issues in the classroom, where such discussions are consistent with the School District of Neillsville curriculum guidelines and teaching methods.

This policy is not intended to limit the off-duty activities of employees where district buildings and property are made available to community groups for meetings and gatherings.

Nothing in this policy limits the rights of the School District of Neillsville to sponsor non-partisan political forums in support of district initiatives, such as building referendums. Nothing in this policy places restrictions on the School District of Neillsville’s freedom to invite speakers with political associations to forums that are not open to the general public.

### **3.37 Professional Growth Requirement to Remain Current**

All teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, board established curriculum, as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, the teacher will make themselves available during the contractual year and day to their colleagues for assistance, to the School District of Neillsville for services beyond those specifically required as part of their individual contractual duties, and to the community as a valuable resource.

### **3.38 School Calendar**

The school calendar shall be developed by administration and approved by the school board. The determination of the structure of the days, e.g. instructional, professional development, parent-teacher conferences, workdays, etc., shall be at the discretion of the administration with consultation from employee groups.

### **3.39 Severance from Employment**

An employee’s employment relationship shall be broken and terminated by:

1. termination pursuant to the terms of this handbook and the employee’s individual contract, if applicable;
2. voluntary resignation;
3. retirement;
4. nonrenewal of the employee’s contract, [only applicable to employees where nonrenewal rights are provided under Wisconsin statutes];

5. failure to return to work following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer (only applicable to employees where a reemployment process is expressly provided for in other sections of this handbook);
6. the employee having been on reemployment opportunity status for twenty-four (24) consecutive months [only applicable to employees where a reemployment process is expressly provided for in other sections of this handbook];
7. failure to return to work the day following the expiration of an authorized leave of absence;
8. failure to notify employer of absence (no call/no show three (3) incidents within a three (3) month time period); or
9. job abandonment

The Board of Education's approval of the resignation/retirement is final and after such a vote, the employee is not able to rescind their resignation/retirement.

### **3.40 Student Discipline**

Staff members are responsible for their own students as well as the entire student body. When sending a student to the office, be sure to call immediately and explain why the student was sent to the office. On all discipline referrals, be sure to include the reason for the referral and any action taken. Referrals will be submitted via EduCLIMBER to assigned staff. Please contact the principal if you need further training in this area. Teachers should make every effort to contact parents/guardians about referrals from their class and note these contacts on the mailed form.

### **3.41 Student Dismissal**

Teachers shall not dismiss their students earlier than the regularly scheduled time without the permission of the building principal or designee. No student shall leave the school premises during school hours without the permission of the principal or designee granted upon written request of the parent/guardian, or for good causes known to the building principal. Telephone requests for excuse of students from school shall be referred to the building principal or designee and honored with caution.

### **3.42 Solicitations**

Individuals, groups and organizations often wish to solicit employees to support a particular activity or organization. This solicitation may be charitable, political or for other purposes. All solicitations of employees must be approved in advance by the district administrator and be consistent with the School District of Neillsville's policy.

### **3.43 Staff and Student Relations**

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

The board fully supports the right and desire of teachers to maintain a proper disciplinary atmosphere in all classrooms. The board further realizes that this is necessary if students and teachers are to realize maximum effectiveness in the cooperative goals of educational excellence. Please see district policy [TITLE IX: SEXUAL HARASSMENT – EMPLOYEES- JBAB](#)

### 3.44 Violence in the Workplace

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on School District of Neillsville property and at district sponsored events. The School District of Neillsville will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.

Definitions as Used Under this Section:

2. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the School District of Neillsville or under the direct supervision of the district.
  3. Threat: A communicated intent to inflict physical or other harm on any person or property.
  4. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
  5. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.
- B. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
1. assault or battery;
  2. blatant or intentional disregard for the safety or well-being of others;
  3. commission of a violent felony or misdemeanor;
  4. dangerous or threatening horseplay or roughhousing;
  5. direct threats or physical intimidation;
  6. loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment;
  7. physical restraint, confinement;
  8. possession of weapons of any kind on School District of Neillsville property (see Part 1, Section 3.18);
  9. stalking; or,
  10. any other act that a reasonable person would perceive as constituting a threat of violence
- C. Reporting Procedure: An employee who is the victim of violence, believes they have been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact local law enforcement by dialing 911 and may take whatever emergency steps are available and appropriate to protect the employee from immediate harm, such as leaving the area.
  2. If the situation is not one of immediate danger, the employee is required to report the incident to the appropriate supervisor or their designee as soon as possible.
  3. An employee who has received a restraining order, temporary or permanent, against an individual, that may impact the employee at work (e.g. verbal or physical contact or proximity has been prohibited or restricted), shall immediately supply a copy of the signed order to their supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.
  4. Investigation and Investigation Findings: The School District of Neillsville will investigate all complaints of prohibited behavior filed and may investigate in other situations where no complaint was filed but was brought to the district's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to the complainant is also prohibited.

In appropriate circumstances, the School District of Neillsville will inform the reporting individual of the results of the investigation. To the extent possible, the School District of Neillsville will maintain the confidentiality of the reporting employee and the investigation but may need to disclose results in appropriate circumstances; (e.g., in



order to protect individual safety or to conduct an adequate investigation). The School District of Neillsville will not tolerate retaliation against any employee who in good faith reports workplace violence.

### **3.45 Work Made for Hire**

Occasionally an employee has questions regarding the use of materials to be included in books or other commercial materials. Such materials created by the employee may include lesson plans, staff development presentations or tests/test items. Any work prepared by an employee within the scope of their employment is owned by the School District of Neillsville. Under federal copyright laws, this is called “work made for hire.” An employee with questions regarding ownership or copyrights on materials prepared within the scope of their employment should consult with their supervisor.

### **3.46 Workplace Safety**

- A. Adherence to Safety Rules: All employees shall adhere to School District of Neillsville safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.
- B. Fire safety: Fire safety is an essential element of having a safe working environment. 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. 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
- C. Protection of Staff: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the district administrator or designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.
  - 1. “Injury” means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
  - 2. “Performance of duties” means duties performed within the employee’s authorized scope of employment and performed in the line of duty.
- D. Notification of Safety and Health Standards: Wisconsin Statute § 101.055 requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards regulated by federal Occupational Safety and Health Administration (OSHA). A School District of Neillsville employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the district to conduct an internal review of the matter. Furthermore, the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.
- E. Discrimination: The School District of Neillsville shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under the Part I, Section five (5) of this handbook to address the workplace safety issues as defined in subsection H, below. The employee may, in their discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. The Public Employee Safety and Health poster is available at <https://dsps.wi.gov/Documents/Programs/PublicSafety/SBD9301.pdf>
- F. Weapons Prohibition: Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the School District of Neillsville. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions:
  - 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 district administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.

G. 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. Each classroom is equipped with an emergency bag.

H. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the School District of Neillsville permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:

1. A grievance may be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
2. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions).
3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
4. The individual(s) filing the grievance must propose a specific remedy.
5. The issue and proposed remedy must be under the reasonable control of the School District of Neillsville.

LEGAL REFERENCE: Wis. Stat. § 101.055  
Wis. Stat. § 101.055  
Wis. Stat. § 120.13(1), 948.60, .605, .61

### **3.47 Workspaces (Desks, Lockers, Etc.)**

Employees shall have no expectation of privacy with respect to any item or document stored in or on the School District of Neillsville-owned property, which includes, but is not limited to desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the School District of Neillsville may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked.

## **Section 4: Management Rights**

### **4.01 Delineation of Rights**

Management (the school board and administration) retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this handbook or individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited to, the following rights:

1. To direct all operations of the school system;
2. To establish and require observance of reasonable work rules and schedules of work;
3. To hire, promote, transfer, schedule and assign employees in positions within the school system;
4. To suspend, discharge and take other disciplinary action against employees;
5. To relieve employees from their duties because of lack of work or any other legitimate reason;
6. To maintain efficiency of school system operations;
7. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;

8. To introduce new or improved methods or facilities;
9. To select employees, establish quality standards and evaluate employee performance;
10. To determine the methods, means and personnel by which school system operations are to be conducted;
11. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
12. To determine the educational policies of the district; and
13. To contract out for goods and services provided that current staffing levels are not reduced

#### **4.02 Sole Basis**

This section describes the rights of management and does not describe any rights of employees (union or non-union). Accordingly, an employee(s), may not bring any charge of a handbook violation in any forum based solely on this management rights section.

### **Section 5: Grievance Procedure**

#### **5.01 Purpose**

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

Grievance procedure does not create a contract of employment and does not change an employee's employment status. Employment disputes that are covered by state or federal statutes and/or administrative enforcement mechanisms are not covered by this procedure.

LEGAL REFERENCE: Wis. Stat. § 66.0509(1m)

#### **5.02 Definitions**

- A. Grievance: Grievance is a written complaint related to the discipline or termination of an employee or to "workplace safety."
- B. Days: Days mean calendar days.
- C. Employee termination: Employee termination shall be narrowly construed to mean a separation from employment by the employer for disciplinary or performance reasons. Employee termination" does not include layoff, failure to be recalled from layoff, furlough or reduction in workforce, administrator or teacher nonrenewal for the purpose of the elimination of a position or a reduction in staff, job transfer, non-disciplinary demotion, reduction in or elimination of position, resignation, voluntary quit, abandonment, end of employment due to disability, retirement, or death, and end of employment and/or completion of assignment of limited term, temporary, seasonal, substitute, or part-time employees, including co-curricular contracts.
- D. Employee discipline: 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. "Employee discipline" does not include oral or written reprimands, performance evaluations, performance improvement plans, termination, non-renewal of teacher contracts, non-renewal of administrator contracts, layoff, failure to be recalled from layoff, furlough or reduction in workforce, administrative leave or suspension with pay, or any other employment action such as wage, benefit or salary adjustments, or change in assignment, which are taken for a non-disciplinary reason.
- E. Workplace safety: 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 of Neillsville which is alleged by an employee to have been violated and to have substantially adversely affected the employee's safety at a district workplace.

### 5.03 Procedures

- A. Written Grievance Submission: Only the employee who is subject to the discipline or termination or directly impacted by the issue of workplace safety may file a grievance. The employee must file a grievance within seven (7) days of the date the employee knew or reasonably should have known of the termination, employee discipline or workplace safety issue. The grievance must be in writing on the Employee Grievance Form. 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. identify the facts supporting the grievance;
  3. specify the policy, rule, regulation, or law alleged to have been violated, and the rationale supporting the grievance; and
  4. describe the relief requested.

The grievance must be given to the district administrator. If the grievant is the district administrator, the grievance must be given to the board president.

- B. Representatives: Any party involved in the grievance may have a representative present at all levels once the grievance has been filed in writing.
- C. Administrative Decision: The district administrator shall act on the grievance within fourteen (14) days of receipt of the written grievance, unless the district administrator is the grievant in which case the response shall be provided by the School District of Neillsville. The written response shall contain a statement of the basis for the decision to sustain or deny the grievance, and, if denied, the deadline for the grievant to appeal the grievance to an Impartial Hearing Officer (“IHO”).
- D. Impartial Hearing: If the grievant wishes to appeal the administrative decision or board decision described in section five (5) A. or B. above, the grievant must file a written appeal with the board president within seven (7) days of receipt of the administrative decision or board decision requesting a hearing before an IHO. The hearing shall take place within a reasonable time. The IHO shall file a written decision within thirty (30) days after the hearing is concluded, including any post-hearing briefing period, unless the IHO notifies the parties that more time is needed and provides the reasons for the extension.
- E. Appeal of IHO’s Decision: If either party is aggrieved by the decision rendered by the IHO, the aggrieved party may file a written appeal with the School District of Neillsville within ten (10) days of receiving the IHO’s decision. If no appeal is filed within ten (10) days, the decision of the IHO shall become final.

### 5.04 Time Limits

If the grievant fails to comply with any time periods or other procedures of this policy, the grievance will be deemed resolved and the grievant shall have no further right to pursue or appeal a grievance decision. If the employer fails to comply with any time periods or other procedures of this policy, the grievant may advance the grievance to the next level, and there shall be no other consequence or remedy for the employer’s failure to comply with any time periods or other procedures. A grievance may be withdrawn by the employee at any time. Once a grievance is withdrawn, it cannot be reopened or re-filed. The parties may mutually agree to extend any time deadline. Such extensions shall be non-precedential.

### 5.05 Termination of an Employee with a Contract for a Definite Term

- A. Termination of an Employee with a Contract for a Definite Term: The procedure for terminating an employee where there is an expectation of continued employment, because of the existence of a contract for a definite term, a “cause” standard or another basis in law or fact, is as follows:
1. The district administrator or designee (or in the case of the termination of the district administrator, an individual designated by the board president) shall notify the employee, in writing, that they intend to recommend that the board terminate the employee’s contract and the basis for that recommendation.

2. The School District of Neillsville shall provide the employee with such due process as is required by law in making its decision on the termination recommendation.
  3. In making its decision on the recommendation, the School District of Neillsville shall apply the standard established in the handbook for discharge.
  4. The School District of Neillsville shall inform the employee in writing of its decision regarding the termination recommendation. If the employee wishes to appeal a termination decision, the employee must file an appeal requesting an "Impartial Hearing" by filing out a grievance form with the board president within seven (7) days of receiving written notice of termination. If no appeal is filed, the Board of Education's decision shall be final.
- B. Non-Renewal of a Teacher or Administrator Contract: The procedures for nonrenewal of a teacher or administrator contract, respectively, shall be followed, if applicable. If the Board of Education non-renews the contract of a teacher or administrator for reasons other than the elimination of the position or a reduction in staff, and the teacher or administrator wishes to appeal the non-renewal decision, the teacher or administrator shall file an appeal requesting an "Impartial Hearing" by filing out a grievance form with the board president within seven (7) days of receiving final, written notice of non-renewal from the board. If no appeal is filed, the Board of Education's decision shall be final.

LEGAL REFERENCE: Wis. Stat. §§ 118.22  
Wis. Stat. §§ 118.24

## 5.06 Procedure for Impartial Hearing

- A. Standard of Review: The standard of review to be applied by the IHO to a board or administrative decision shall be as follows:
1. The review of a board or administrative decision to terminate or discipline an employee or to non-renew an employee's contract shall require deference to the board or administrative decision. The IHO shall apply the standard(s) established by applicable provisions of board policy, handbook, contract and/or common law.
  2. The review of an administrative decision concerning a workplace safety grievance shall require deference to the administrative decision. The decision shall be upheld if it is not "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. A filing fee for an IHO shall be one hundred dollars (\$100) paid by the grievant.
- B. Impartial Hearing Officer: The IHO shall not be an officer, agent or employee of the board at the time of appointment. The board shall appoint the IHO.
- C. IHO Responsibilities and Authority: The IHO shall do the following:
1. Screen the grievance and determine whether it falls within one of the categories subject to the grievance procedure and whether it has been timely filed.
  2. Provide reasonable notice to the parties of the time and location for the hearing.
  3. When requested by either party, subpoena witnesses as necessary to ensure their testimony.
  4. Make evidentiary findings and conclusions. In the case of a grievance related to a termination or discipline, the IHO 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 their case. The rules of evidence shall not apply at any hearing; however, depending on the nature of the hearing, a material fact may not be supported solely by hearsay evidence. Additionally, the IHO may exclude or limit irrelevant, repetitive, or redundant evidence or any evidence lacking probative value. The IHO shall act so as to provide a speedy and inexpensive resolution of any appeal brought before the IHO.
  5. If the grievance is sustained in whole or in part, determine the appropriate remedy, provided, however, that the IHO may not award attorney's fees or litigation expenses against the board at any time.

6. The IHO shall only consider 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.
7. The IHO has no authority to make any decision which requires the commission of an act prohibited by law.
8. The hearing shall be recorded. The IHO shall consider whether to engage a court reporter in lieu of recording the hearing. The grievant may request 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.
9. The IHO shall issue a written decision no more than thirty (30) days after the hearing is concluded, including any briefing period, unless the IHO notifies the parties that more time is needed and the reasons, therefore.
10. The IHO shall inform the parties that an appeal of the decision may be taken to the board if filed within ten (10) days of the receipt of the IHO's decision, and that if no timely appeal is filed, the IHO's decision shall become final.

### **5.07 Procedure for Board Review on Appeal of IHO's Decision**

- A. If either party is aggrieved by the IHO's decision, either party has the right to file a written appeal with the board within ten (10) days of receiving the IHO's decision. If no timely appeal is filed, the IHO's decision shall become final.
- B. The board president shall provide the parties with ten (10) days notice of any meeting scheduled by the board to hear the appeal.
- C. The board shall review the grievance on the record established by the IHO. Each party may make a brief oral presentation to the board to summarize the party's position as to whether the IHO decision should be sustained, modified or reversed. No factual evidence or argument not presented to the IHO for consideration shall be presented to the board for review. The appeal meeting shall be held in closed session. If the board determines more information is necessary to make a decision, it may remand the matter to the IHO for further proceedings.
- D. The board may affirm, reverse, or modify the IHO's decision. In reviewing a decision concerning termination, nonrenewal or discipline, the board shall apply the standard(s) established by applicable provisions of board policy, handbook, contract and/or common law. In reviewing a decision concerning a workplace safety grievance, the board shall apply the same standard as the IHO and shall uphold the administrative decision if it is not "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.
- E. Procedural errors which do not have a substantial effect on the rights of the parties shall not be grounds for reversal of any decision.
- F. The board's decision shall be final. The board shall send the grievant and the district administrator a written statement of its decision within a reasonable time after hearing the appeal.

LEGAL REFERENCE: Wis. Stat. § 66.0509(1m)  
 Wis. Stat. § 118.22  
 Wis. Stat. § 118.24

### **5.08 Employee Grievance Form**

[Employee Grievance Form](#)

## **Section 6: Pay Periods**

### **6.01 Definitions for Payroll Purposes Only**

- A. Day: A Day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.

- C. Pay Period: The pay periods shall begin on the Sunday after the payroll date, and end on the Saturday that is the next payroll date.
- D. Time Cards: Time cards will be processed on the 1<sup>st</sup>-15<sup>th</sup> and 16<sup>th</sup>-31<sup>st</sup>.

### **6.02 Direct Deposit Payment Method**

Employees must enroll in direct deposit and provide information needed to accomplish the direct deposit payroll process 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.

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

### **6.03 Payroll Cycle**

- A. Calendar Year Employees: All calendar year employees scheduled to work the full calendar year will be paid over twenty-four (24) pay periods. The pay periods for calendar year employees shall follow the fiscal year and begin in July and end the following June.
- B. Hourly Confidential Staff: All hourly confidential staff will complete time cards and be paid in twenty-four (24) equal payments from July 1<sup>st</sup> to June 30<sup>th</sup>.
- C. Hourly Employees: All hourly employees will complete time cards and be paid for time worked the 1<sup>st</sup>-15<sup>th</sup> on the last pay period of the month and the 16<sup>th</sup>-31<sup>st</sup> on the first pay period of the following month.
- D. School Year Certified Employees (Teachers): All school year certified employees that work on a ten (10) month basis will have a one-time option to select to be paid over the school year or over twelve (12) months basis. Pay for school year employees will begin on the first payroll September and end the first payroll in June; or twelve (12) month pay will begin in September and end the following August. Employees who retire or resign at the end of the school year will continue to receive payments as chosen above.

### **6.04 Payroll Dates**

The School District of Neillsville will operate on a semi-monthly payroll basis. Payroll dates will be on the 15<sup>th</sup> and last day of the month unless the Federal Reserve is closed or the pay period lands on a weekend. When the Federal Reserve is closed on a payroll date or lands on a weekend, the payroll date will be on the preceding day. The first pay date of the school year will be in September for school year employees.

### **6.05 Payroll Discrepancies**

If an employee believes that an error has been made regarding their compensation, the employee must contact the payroll department 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 corrected on the following payroll.

LEGAL REFERENCE: Wis. Stat. § 109.03

### **6.06 Pay Options**

In May, certified employees are offered the option to have their pay prorated over twelve (12) months (deferred pay option) or paid over the school year (school year pay option) annually on their contract for the upcoming school year. Contracts are due June 15<sup>th</sup> for the following school year.

### **6.07 Salary Deferrals- Tax Sheltered Annuities (TSA)**

- A. The School District of Neillsville will maintain a TSA program. Eligible employees shall have the opportunity to participate in the district's Internal Revenue Service (IRS) Code 403(b) and 457 Savings Program and invest

their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an “investment vehicle”).

- B. The purchase of the annuity will be optional and the determination of the amount deducted made solely by the individual employee. The eligible employee may make 403(b) and/or elective salary reductions in pre-tax dollars (salary reduction, also known as “regular” TSA contributions).
- C. Eligible employees will be permitted to have their contribution remitted via payroll deduction to an investment vehicle offered by a vendor listed as a district-approved vendor, as required by the IRS Code and as directed by the district’s plan document.

## **6.08 Wisconsin Retirement System (WRS)**

Notification to the Wisconsin Retirement System (WRS) must have corresponding dates between the School District of Neillsville last day of employment and the Wisconsin Retirement System. Reporting a different date to the Wisconsin Retirement System than the date the employee submits to the School District of Neillsville as retirement date could cause issues with annuity payments. Please be sure to give the same retirement date to the Wisconsin Retirement System and the School District of Neillsville.

## **Section 7: Compensation and Expense Reimbursement**

### **7.01 Additional Compensation**

Bus Drivers: Bus drivers will be reimbursed fifteen dollars (\$15.00) a month for the months of December through March for plugging in bus heaters if the bus is kept at the driver’s home. These payments will be prorated or adjusted if the bus is not kept at the driver’s home all four (4) months. Payments will be made payable on the first payroll in December through the first payroll in February.

Night Shift Differential Pay: Custodial/Maintenance employees shall receive a night differential of thirty cents (\$0.30) per hour if their shift begins at 2:30 p.m. or later.

Seasonal/Summer School Employees: Seasonal/summer school employees performing non-exempt duties shall be paid in accordance with the following hourly wage schedule:

1. Teachers: Twenty-five dollars (\$25.00)
2. Custodians: Step one (1) of current fiscal year matrix or current step rate
3. Pool Assistants: Nine dollars (\$9.00)
4. Teaching Assistants: Step one (1) of current fiscal year matrix or permanent or hybrid teaching assistants current step rate
5. Food Service Staff: Step one (1) of current fiscal year matrix or permanent or hybrid food service staff current step rate

### **7.02 Call-in Pay**

Confidential and support staff employees who are called in to work hours outside of their regular work schedules that are not contiguous with their regular work schedules, shall receive a minimum of two (2) hours of pay.

### **7.03 Compensation**

From time to time, the School District of Neillsville reserves the right to provide employees with salary increases, stipends or bonuses based upon merit, longevity, educational achievement, or any other measures that it deems appropriate. All wages for employees shall be determined by the school board. Wages shall be adjusted to comply with federal and state minimum wage regulations, as necessary.

Confidential Staff: Confidential staff whose work performance does not meet expectations may have their wages frozen or reduced.

Support Staff: Support staff who complete assignments beyond their regular work schedules, as approved by their supervisor, will be compensated on an hourly basis for such assignments.



Teachers: Teachers will receive twenty-five dollars (\$25.00) per hour for all additional duties, as approved by their supervisor, performed outside of their regular teaching positions.

**7.04 Extra-Curricular Activities Percentages**

<u>Athletics</u>	<u>0-3 years</u>	<u>4-7 years</u>	<u>8-11 years</u>	<u>12+ years</u>
Baseball– Assistant	6%	7%	8%	9%
Baseball – Freshmen	5%	5.5%	6%	6.5%
Baseball – Head	8%	9.5%	11%	12.5%
Baseball – Middle School	4%	4.5%	5%	5.5%
Basketball – Assistant	7%	8.5%	10%	11.5%
Basketball – Freshmen	6%	7%	8%	9%
Basketball- Head	11%	12%	13%	14%
Basketball- Middle School	4.5%	5.5%	6.5%	7.5%
Cross Country- Assistant	4%	5%	6%	7%
Cross Country- Head	6%	7.5%	8.5%	9.5%
<u>Athletics</u>	<u>0-3 years</u>	<u>4-7 years</u>	<u>8-11 years</u>	<u>12+ years</u>
Cross Country- Middle School	3%	3.5%	4%	4.5%
Dance Team Advisor	5%	6%	7%	8%
Football- Assistant	7%	8.5%	10%	11.5%
Football- Freshmen	6%	7%	8%	9%
Football- Head	11%	12%	13%	14%
Football- Middle School	5%	6%	7%	8%
Football Cheerleader Advisor	2%	2.5%	3%	3.5%
Golf- Assistant	3%	4%	5%	6%
Golf- Head	3%	4%	5%	6%
Softball- Assistant	6%	7%	8%	9%
Softball- Freshmen	5%	5.5%	6%	6.5%
Softball- Head	8%	9.5%	11%	12.5%
Softball- Middle School	4%	4.5%	5%	5.5%
Track- Assistant	6%	7%	8%	9%
Track- Freshmen	5%	5.5%	6%	6.5%
Track- Head	8%	9.5%	11%	12.5%
Track- Middle School	4%	4.5%	5%	5.5%
Volleyball- Assistant	7%	8.5%	10%	11.5%
Volleyball- Freshmen	6%	7%	8%	9%
Volleyball- Head	11%	12%	13%	14%
Volleyball- Middle School	5%	6%	7%	8%
Weight Lifting (Per Session)	1%	1.5%	1.5%	1.75%
Wrestling- Assistant	7%	8.5%	10%	11.5%
Wrestling- Freshmen	6%	7%	8%	9%
Wrestling- Head	11%	12%	13%	14%
Wrestling- Middle School	5%	6%	7%	8%

<b><u>Activity</u></b>	<b><u>Percenta</u></b>	<b><u>Activity</u></b>	<b><u>Percenta</u></b>
	<b><u>ge</u></b>		<b><u>ge</u></b>

Band	6.0%	Musical	6.0%
BLAST- MS/HS (Being a Leader and Standing Tall)	2.4%	N Club	5.5%
Chorus- MS/HS	6.0%	NHS (National Honor Society)	2.4%
CWC (Creative Writing Club)	2.4%	School Play- DW	6.0%
FAC (Fine Arts Club)	0.8%	Senior Survey	0.5%
FCCLA (Family/Career/Comm. Leaders of America)	5.5%	Spanish Club Travel	6.0%
FFA- MS/HS (National FFA Organization)	8.0%	STEM Club (Science/Technology/Engineering/Math)	2.4%
FOR- DW (Friends of Rachel)	2.4%	Student Council- ES	2.4%
Forensics	3.0%	Student Council- HS	6.0%
HQB (High Quiz Bowl)	3.0%	Student Council- MS	2.4%
HC (History Club)	2.4%	VICA (Vocational Industrial Clubs of America)	5.4%
Homecoming	2.4%	Warrior Chess Club- DW	2.4%

## 7.05 Extra-Curricular Assignments

Employees may apply for or be assigned by the district to an extra-curricular assignment(s) in the district. The School District of Neillsville has the discretion to determine which extra-curricular assignments it will offer in a given year and which candidate(s) will be assigned to each extra-curricular assignment.

Extra-curricular assignments are issued on a one (1) school year basis and must be renewed by the School District of Neillsville each year. The School District of Neillsville's decision not to renew an employee's extra-curricular assignment does not constitute a demotion, a contract non-renewal, or a termination under the School District of Neillsville's grievance procedure. As such, when the district decides not to renew an extra-curricular assignment(s), the employee is not entitled to a hearing before the board.

Employees of extra-curricular activities will be paid on a percentage base of \$31,000. The percentages for extra-curricular activities are listed below. All current employees shall remain at their current levels or payment, until the amount on the schedules below matches their current level of payment.

Supervision, Ticket Takers, Scorers, and Timers Shall be paid the Following Amounts:

Five (5) hours or less:                      Twenty-five dollars (\$25.00)

Over five (5) hours:                         Thirty dollars (\$30.00)

LEGAL REFERENCE:    Wis. Stat. § 118.22

## 7.06 Mileage Reimbursement

Employees must utilize school-provided vehicles for all travel unless not available. In the event that a school vehicle is not available, the School District of Neillsville shall reimburse employees as required by the district to drive their personal vehicle during the course of performing duties for the School District of Neillsville, an amount equal to the Internal Revenue Service (IRS) business travel rate for eligible miles. The employee must complete a request for mileage reimbursement form and give their immediate supervisor for approval. The request for mileage reimbursement form can be found here [Reimbursement Mileage Form](#).

## 7.07 Overtime

Confidential Staff: Confidential staff will bank compensatory (comp) time at a rate of one and one half (1.5) for all hours actually worked over forty (40) hours per week (paid time off is not considered hours worked). In accordance with the Wisconsin Department of Workforce Development, compensatory time will be banked until a maximum amount of 240 hours is met and then will be paid out at the employee's current hourly rate for all hours exceeding the maximum of all 240 hours. Compensatory time is accrued based on hourly employees time worked.

Support Staff: Support staff will be paid time and one-half for all hours actually worked over forty (40) hours per week (paid time off is not considered hours worked). Support staff employees must obtain approval from their immediate supervisor prior to performing any overtime work.

## **7.08 Employee Matrix**

Support Staff Matrix: See [Addendum A](#), page 68

Teacher Matrix: See [Addendum B](#), page 72

## **Section 8: Bereavement Leave**

### **8.01 Bereavement/Funeral Leave**

Employees shall be granted up to three (3) days of bereavement leave per occurrence for absence due to a death in the immediate family. For purposes of this policy, immediate family includes the employee's child(ren), step-child(ren), child(ren)-in-law, spouse, sibling(s), step-sibling(s), sibling-in-law(s), parent(s), step-parent(s), parent(s)-in-law, step-parent-in-law(s), grandparent(s), step-grandparent(s), grandparent-in-law(s), step-grandparent-in-law(s), grandchild(ren), step-grandchild(ren), grandchild(ren)-in-law and step-grandchildren)-in-law(s). The above leave will apply equally to a relative whether related by blood or marriage.

Employees shall be allowed one (1) day for absence due to a death of a non-immediate family member. Such paid leave shall be deducted from the employee's sick leave account. If additional time off becomes necessary and is requested by the employee, such time may be granted at the discretion of the district administrator.

### **8.02 Request Procedures**

Employees who need to use leave under this policy must request approval in the employee management system from their immediate supervisor prior to their absence.

## **Section 9: Child Rearing Leave**

### **9.01 Child Rearing Leave**

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the human resources/payroll department at least thirty (30) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. A leave of absence without pay or benefits for child rearing purposes (child must have been born or adopted within twelve (12) months of the beginning date of the child rearing leave) shall be granted if all acceptable medical and legal verification is provided.
- B. Duration of the Unpaid Child Rearing Leave: The employee will be limited to one child-rearing leave of any duration, per child. The maximum length of the leave shall be as follows:
1. Child born or adopted during summer vacation: the following two (2) semesters.
  2. Child born or adopted during the first semester: the balance of that semester plus the second semester.
  3. Child born or adopted during the second semester: the balance of that semester plus the following school year.
- C. Benefits During the Unpaid Child Rearing Leave:
1. Length of service and other benefits shall not accrue during such leave.
  2. If the Unpaid Leave of Absence is longer than thirty-one (31) calendar days, the employee may continue health and dental insurance during the leave of absence under COBRA law, see Part 1, Section 18.10.

3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave. An employee may be required to use available applicable accrued leave prior to commencing unpaid leave.
- D. Placement upon Return from Leave: Any employee on leave with an expiration date after March 1<sup>st</sup>, is required to notify the human resources/payroll department in writing on or before March 1<sup>st</sup> of their intent to return the next school year. If the employee does not provide such notice, the employee will be deemed to have resigned from their position with the School District of Neillsville as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to their former position. If the former position is not available as determined by the School District of Neillsville, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.
- E. Interaction with Family and medical leave provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

## 9.02 Request Procedures

Employees who wish to use leave under this policy must notify the Board of Education Office and their immediate supervisor as soon as possible. The employee will be required to enter time off in the employee management system.

## Section 10: Paid Holidays

### 10.01 Holidays Defined

- A. Nine (9) & Ten (10) Month Support Staff: Employees are entitled to pay for the following holidays:
- Memorial Day
  - Labor Day
  - Christmas Day

School year employees will be compensated for paid holidays at their normal daily rates, as long as they worked, or were on any paid leave, the scheduled workday before and the scheduled workday after the holiday.

- B. Twelve (12) Support, Hybrid and Confidential Staff: Employees are entitled to pay for the following holidays:
- New Year's Eve Day
  - New Year's Day
  - Good Friday
  - Memorial Day
  - July 4
  - Labor Day
  - Thanksgiving Day
  - Friday after Thanksgiving
  - Christmas Eve Day
  - Christmas Day

Twelve (12) month employees will be compensated for paid holidays at their normal daily rates for the scheduled hours during that holiday, as long as they worked, or were on any paid leave, the scheduled workday before and the scheduled workday after the holiday.

- C. Teachers: Teachers are entitled to holiday pay for the following holidays:
- Labor Day
  - Memorial Day

### 10.02 Substitutions for Holidays

Substitutions may be made for other religious holidays upon approval of the district administrator.

If a holiday falls on a Saturday or Sunday, it will be celebrated and paid as though it had occurred on a Monday unless otherwise determined by the School District of Neillsville.

An employee whose services are required by the School District of Neillsville on a holiday may substitute equivalent time off (minimum two (2) hours) to be scheduled with approval of the district administrator.

## **Section 11: Jury Duty Leave**

### **11.01 Jury Duty Leave**

Required absence from work for jury duty will be with pay. Employees may keep any money received for jury duty and travel expenses. Employees should submit the notice to serve as a juror to their immediate supervisor upon receipt of it. Employees are only to be absent for the time necessary to serve as a juror. An employee not selected as a juror or who is dismissed from jury duty is expected to report to work if the employee can still work for more than one (1) hour of their regularly scheduled work hours for that day. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days.

An employee serving as a juror or subpoenaed to a federal or state court of record shall be excused from work on the days, they serve such court in that capacity. An employee who is unable to attend work on any days that they are regularly scheduled to work will be paid the difference between their regular hourly rate for the hours missed and the fees received for being subpoenaed or serving on a jury if such fees are less than their regular hourly rate for the total hours missed. The employee shall remit to the School District of Neillsville the fee received less than the amount received for expenses incurred for such duty and no pay will be deducted from their regular payroll check. Satisfactory evidence of such subpoena or jury duty and the amount of fees received shall be furnished to the School District of Neillsville within ten (10) days of the absence.

Leave shall not be granted under this policy where an employee is a party to a lawsuit against the School District of Neillsville or where an employee is a criminal defendant.

### **11.02 Request Procedures**

Employees who need to use leave under this policy must notify the Board of Education Office as soon as possible. The Board of Education Office will issue the paid time off allocation into the School District of Neillsville's employee management system. The employee will be required to enter time off immediately after the allocation is performed.

## **Section 12: Personal Leave**

### **12.01 Personal Leave**

All employees shall be granted two (2) days of personal leave at the beginning of each fiscal year. Personal leave shall not accumulate.

Personal leave may be used for any personal reasons, and it must be used in increments of fifteen (15) minutes or more. Unused personal leave may not be carried over from year to year and shall not be converted to pay upon separation from employment for any reason

Personal leave may be used for inclement weather. Please see [Emergency Closures](#) for more information.

Nine (9) & ten (10) month support staff: Nine (9) & ten (10) month support staff who did not use personal leave will be paid out at the end of the school year.

### **12.02 Request Procedures**

Employees who wish to use personal leave must request approval in the employee management system from their immediate supervisors in advance of the requested absence. Requests for personal leave will be granted in the order in which they are received, at the discretion of the administration. Approval of personal leave requests may be limited based on the availability of substitutes.

## **Section 13: Sick Leave**

### **13.01 Absence Verification**

Whenever the supervisor deems verification necessary, the employee may be required to provide a note signed by a licensed medical professional. A supervisor may also request a note permitting the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the School District of Neillsville's ability to discipline or discharge employees for excessive absenteeism.

### **13.02 Holidays During Sick Leave**

In the event that a paid holiday falls within a period when an employee is on accumulated paid sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.

### **13.03 Request and Reporting Procedure**

For scheduled absences, such as medical appointments, employees must request and receive advance, in the employee management system, approval to use sick leave from administration, prior to use. All medical time off requests must include the type of appointment (chiropractic, doctor, labs, therapy, vision, dental, radiology) and whom the appointment is for in the description information. For unscheduled absences, when an employee is prevented from completing their assigned work due to personal illness or illness of their immediate family, the supervisory or confidential employee must notify their immediate supervisor of their absence as soon as possible before the start of their regularly scheduled hours.

### **13.04 Sick Leave Accumulation**

Sick leave for employees will accumulate to the equivalency of one hundred (100) days maximum.

Confidential & Support Staff: Twelve (12) month employees will be granted twelve (12) days of sick leave at the beginning of each fiscal year. Ten (10) month employees will be granted ten (10) days of sick leave at the beginning of each fiscal year. Nine and one-half (9 1/2) month employees will be granted nine and one-half (9 1/2) days of sick leave at the beginning of each fiscal year. Employees may accumulate unused sick leave up to one hundred (100) days.

At the end of each fiscal year (July), the School District of Neillsville will reduce employees accumulated, unused sick leave to one hundred (100) days. Employees who worked seven (7) hours per day or more during the year will receive fifty dollars (\$50.00) for each accumulated, unused day of leave over one hundred (100). Employees who worked less than seven (7) hours per day during the year will receive twenty-five dollars (\$25.00) for each accumulated, unused day of sick leave over one hundred (100).

Teachers: Teachers will be granted ten (10) days of sick leave at the beginning of each fiscal year. Teachers may accumulate unused sick leave up to one hundred (100) days.

At the end of each fiscal year (July), the School District of Neillsville will reduce teachers accumulated, unused sick leave to one hundred (100) days. Full time teachers will be credited fifty dollars (\$50.00) for each accumulated, unused day of leave over one hundred (100). This credited amount will be prorated for part-time teachers. The credited amount will be used solely for the purpose of paying for post-employment health insurance. Upon retirement or separation from employment, the teacher must use the banked credit under the School District of Neillsville's Health Reimbursement Account (HRA) provisions.

### 13.05 Sick Leave and Long-Term Disability

In the event an employee becomes eligible for benefits under the School District of Neillsville's long term disability insurance program, the employee will no longer receive paid sick leave.

### 13.06 Sick Leave Earned

- A. Twelve (12) Month Employees: Each employee shall be credited with the equivalency of twelve (12) days of paid sick leave per year. Sick leave will be credited at the beginning of the fiscal year for each 12-month employee. Employees who begin work after the first day of the fiscal year shall have their sick leave prorated.
- B. School Year Employees: Each ten (10) month employee shall be credited with the equivalency of ten (10) days of paid sick leave per year. Each nine and a half (9.5) month employee shall be credited with the equivalency of nine and a half (9.5) days of paid sick leave per year. Sick leave will be credited at the beginning of the school year for each school year employee. Each employee must work at least one day of the new school year for the 8 days to be credited. Employees who begin work after the first day of the school year shall have their sick leave prorated.

### 13.07 Sick Leave Listing

Each employee shall receive a summary of their sick leave usage on their employee portal.

### 13.08 Sick Leave Use

- B. Sick leave shall be paid for any absence from work due to:
  - 1. Personal illness, injury or serious health condition of the employee
  - 2. Illness, injury or serious health condition of an employee's child, spouse or parent
  - 3. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours. The absences should only be for the time normally taken to complete the appointment and return to work.
- C. Definitions: The following definitions apply under this section:

Sick leave may only be used for the following reasons: employee illness or injury, employee medical appointments, and injury or illness of the employee's immediate family. Immediate family includes the employee's child(ren), step-child(ren), child(ren)-in-law, spouse, sibling(s), step-sibling(s), sibling-in-law(s), parent(s), step-parent(s), parent(s)-in-law, step-parent-in-law(s), grandparent(s), step-grandparent(s), grandparent-in-law(s), step-grandparent-in-law(s), grandchild(ren), step-grandchild(ren) and grandchild(ren)-in-law and step-grandchild(ren)-in-law(s). A physician's certification to verify an illness or injury may be required at the discretion of the School District of Neillsville.

Employees may use sick leave in fifteen (15) minute increments.

## Section 14: Uniformed Services Leave- Military Leave

### 14.01 Leave of Absence

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this handbook. The "uniformed services" consist of the following:

- 1. Army, Navy, Marine Corps, Air Force and Coast Guard;
- 2. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve;
- 3. Army National Guard and Air National Guard;
- 4. Commissioned Corps of the Public Health Service;
- 5. Any other category of persons designated by the President in time of war or emergency;

### 14.02 Length of Service



Employees shall continue to accrue length of service for wage/salary increments, if applicable, and all other purposes where length of service is a factor. The employee's absence shall not be construed as a break in service for any purpose. All applicable re-employment rights extend to persons who have been absent from a position of employment because of service in a uniformed service.

### **14.03 Request Procedures**

The request for uniformed services leave should be as far in advance as possible so the School District of Neillsville can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the appropriate orders for service. The request shall be submitted to the district administrator.

Pursuant to federal and state law, the School District of Neillsville 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 School District of Neillsville of the need for a leave of absence as far in advance as possible and should notify the School District of Neillsville of the commencement date of the military leave and its expected duration. Eligible employees should also provide the School District of Neillsville with a copy of any relevant military orders.

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

An employee on leave shall notify the School District of Neillsville of their intent to return to work in a timely manner following their period of military service. Failure to notify the employer of their 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  
Wis. Stat. §111.321  
Wis. Stat. §111.355  
20 CFR § 1002.5(o)

## **Section 15: Unpaid Leaves of Absence**

### **15.01 Bone Marrow or Organ Donor Leave Policy**

Employees who have worked for the School District of Neillsville for more than fifty-two (52) consecutive weeks and worked at least 1,000 hours during the preceding fifty-two (52) weeks are eligible for leave to be a bone marrow or organ donor. The employee may take up to six (6) weeks of leave in a twelve (12) month period for the purpose of serving as a bone marrow or organ donor if the employee provides the School District of Neillsville with written certification that:

1. The donee has a serious health condition that necessitates a bone marrow or organ transplant;
2. the employee is eligible and has agreed to be a bone marrow or organ donor for the donee; and
3. the amount of time expected to be necessary for the employee to recover from the donation procedure.

The employee must give notice of the need for leave in a reasonable and practicable manner and must schedule the donation procedure so that it does not unduly disrupt the School District of Neillsville's operations, subject to the donee's health care provider's approval.

Leave under this policy is unpaid, but employees may substitute paid or unpaid time of any other type provided by the School District of Neillsville. Employee benefits, including group health insurance coverage, will be maintained as they would be in the event of a leave under the Wisconsin Family and Medical Leave Act (FMLA). Taking leave under this policy will not entitle an employee to a right, employment benefit, or position to which the employee would not have been entitled had he/she not taken the leave, including accrual of seniority. Employees returning from a leave under this policy will be returned to their position, if vacant. If their position is no longer



vacant, they will be returned to a position having equivalent compensation, benefits, working shift, hours of employment, and other terms and conditions of employment.

LEGAL REFERENCE: [Wisconsin Bone Marrow and Organ Donation Leave Act](#)  
Wis. Stat. § 103.11

## 15.02 Medical Leave

- A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the School District of Neillsville at least thirty (30) calendar days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the district administrator and the Board of Education and shall be granted or denied in their sole discretion and accordance with applicable law and regulation. The request must be accompanied by a physician's statement attesting to the medical need for leave and anticipated duration of the leave. The School District of Neillsville reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits. If the employee is eligible for long-term disability benefits, the School District of Neillsville shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.
- B. Benefits During Leave:
1. Length of service and other benefits shall not accrue during such leave.
  2. If the unpaid medical leave is longer than thirty-one (31) calendar days, the employee may continue health and dental insurance during the leave of absence under COBRA law, see Part I, Section 18.12.
  3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave. An employee may be required to use available applicable accrued leave prior to commencing unpaid leave.
- C. Placement upon Return from Leave: Any employee on leave with an expiration date after April 15<sup>th</sup>, is required to notify the human resources/payroll department in writing on or before April 15<sup>th</sup> of their intent to return the next school year. If the employee does not provide such notice, the employee will be deemed to have resigned from their position with the School District of Neillsville as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to the employee's former position, if available. If the former position is not available, as determined by the School District of Neillsville, the employee may be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable. The employee shall be eligible to return to work from an unpaid medical leave of absence when the employee is physically able provided that:
1. The employee has previously indicated their intent to return to duty following the expiration of the medical leave.
  2. The employee provides their physician's certification that the employee is able to return to work. The School District of Neillsville reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The School District of Neillsville will pay all costs associated with the second and third physician's certification.
- D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, the employee will be deemed to have resigned their position with the School District of Neillsville and waived any and all rights to further employment by the district.
- E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

## 15.03 Unpaid Leave of Absence- For Other than Medical Reason

Unpaid leave for a period of up to five (5) consecutive days should be entered into the employee management system to be approved by administration at their discretion. For leaves that are five (5) or more days consecutively, a written request must be made to the Board of Education for prior approval.

## **Section 16: Vacation Accrual for 12-Month Employees**

Confidential & Twelve (12) month Support Staff: Paid vacation days shall be granted in accordance with the following schedule:

Zero to six (0-6) months of employment:	Five (5) work days*
Six to twelve (6-12) months of employment:	Five (5) additional work days*
One (1) year of employment:	Ten (10) work days
Two (2) years of employment:	Eleven (11) work days
Three (3) years of employment:	Twelve (12) work days
Four (4) years of employment:	Thirteen (13) work days
Five (5) years of employment:	Fourteen (14) work days
Six (6) years of employment:	Fifteen (15) work days
Seven (7) years of employment:	Sixteen (16) work days
Eight (8) years of employment:	Seventeen (17) work days
Nine (9) years of employment:	Eighteen (18) work days
Ten (10) years of employment:	Nineteen (19) work days
Eleven (11) plus years of employment:	Twenty (20) work days maximum

\* If hired after July 1<sup>st</sup>, your allocated vacation time will be prorated by month to place you with the annual allocation of vacation days.

- Support staff employees working in hybrid positions may or not follow this vacation schedule.

Vacation may be taken in fifteen (15) minute increments. Unused vacation may not be carried over from year to year and shall not be converted to pay upon separation from employment for any reason. Vacation hours will renew yearly on July 1<sup>st</sup>.

Employees must request and receive approval to use vacation from their supervisor, business manager and district administrator, in the employee management system, prior to use.

## **Section 17: Leave Calculation**

### **17.01 Absence Approval**

Any absence requiring prior approval from a supervisor may be denied. These absences include: personal time, sick time, vacation, bereavement, school business, and unpaid time off. The School District of Neillsville will set a threshold for pre-planned absences requiring a substitute in order to ensure that there is adequate substitute coverage. Any absence requiring approval may be denied once that threshold has been reached. Factors that may be considered in absence approvals are: availability of district substitutes, number of absences scheduled for that day, as well as other building or department absences.

### **17.02 Attendance, Absenteeism, and Tardiness for Employees**

The success and efficiency of the School District of Neillsville relies on the timely and consistent attendance of its employees. The School District of Neillsville expects employees to make every effort to be present for work and to adhere to their assigned schedule.

Employees must notify their immediate supervisors 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 employees to provide their immediate supervisors with prior notification that they will be absent for all or part of their regularly

scheduled workdays. Failure to notify the School District of Neillsville of an absence and failure to report to work on such day could result in disciplinary action up to and including termination.

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

The School District of Neillsville will monitor attendance and absence patterns. Theft of time and/or improper modification of time-worked records will be investigated and will result in disciplinary action up to and including termination. Excessive absences (including tardiness), unexcused absences, abuse of leave, or other failure (including failure to return to work the day following the expiration of an authorized leave of absence) to comply with district policies or instructions may result in discipline, up to and including termination.

Any time not worked during your normally scheduled workday must be reported in the districts time management system.

### **17.03 Definition**

For sections ten through fifteen (10-15), all employee leave days shall be calculated in the following manner:

- Hours per day times (x) number of leave days equals (=) total amount of leave

### **17.04 Leave Increment**

Any leave (sick, personal, school business, vacation, unpaid, etc.) can be taken in fifteen (15) minute increments.

## **Section 18: Worker's Compensation**

If an employee is injured while performing duties for the School District of Neillsville, the employee will receive worker's compensation payment in a manner consistent with the rules and regulations of the State of Wisconsin.

### **18.01 Benefits While on Worker's Compensation**

Benefits are paid when an employee is unable to work their current scheduled hours due to the effects of an injury, disease, or incident sustained at work. This is the period of treatment and healing before it can be determined whether or not there is any permanent disability.

Benefits are paid:

1. When the employee is unable to work and has a loss of wages;
2. When the employee is still recovering and is able to do some type of work, but only for a portion of the regular hours worked, and the employer can accommodate within the limitations the doctor has set;
3. When the employee is still recovering and is able to do some type of work, but the employer cannot provide work within the limitations the doctor has set.

Duration: Benefits are paid until the employee's condition has become stabilized and treatment and convalescence are not likely to result in any additional improvement.

Amount: Worker's compensation benefits amount to two-thirds of the employee's average weekly wage subject to the maximum amount specified by law. This applies to normal full-time or part-time work. The employee may use their paid leave to supplement any worker's compensation payments to receive an amount equal to their regular wage.

An employee may be offered a light duty assignment at the discretion of the district.

For more information regarding worker's compensation please see the Department of Workforce Development website, Wisconsin Worker's Compensation Guide.

LEGAL REFERENCE: Wis. Stat. Ch. 102

### **18.02 Injuries Not Covered by Worker's Compensation**

Some types of injuries suffered while at work may not be covered by worker's compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:

1. Injuries sustained because of a self-inflicted wound,
2. Injuries sustained because of an employee's horseplay, or
3. Injuries sustained while an employee does an activity of a strictly private nature

### **18.03 Worker's Compensation Coverage and Reporting Responsibilities**

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to their immediate supervisor prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify their immediate supervisor, district administrator and Board of Education Office within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall comply with the accident/injury reporting procedures established by the School District of Neillsville by calling the EMC OnCall Nurse at 1.844.322.4668 within twenty-four (24) hours of the injury. Similarly, after each medical appointment, the employee is responsible to turn in medical return to work (RTW) documents immediately to the Board of Education Office.

1. An employee who is injured on the job will have their claim handled in accordance with Wisconsin statutes. An employee who is injured and unable to work may use their paid leave to supplement any worker's compensation payments to receive an amount equal to their regular wage.
2. In the event an employee has suffered an injury or illness in the course and scope of employment that limits the employee from returning to work at full-duty status, the School District of Neillsville may offer you temporary light duty assignments during your healing period, consistent with the restrictions prescribed by your medical provider. In such circumstances, it is the employees' responsibility to keep the district informed as to the status of the restrictions and any changes to them. The School District of Neillsville will assign employee tasks consistent with medical provider restrictions, but it is the employee's responsibility to notify their supervisor if the tasks assigned cause the employee further pain, discomfort, or injury. Moreover, the restrictions prescribed by the medical provider are not limited to the workplace. The School District of Neillsville expects employees to follow all such restrictions during the period of convalescence and healing, whether at work or away from work. If the School District of Neillsville learns that the employee has engaged in conduct at or away from the workplace that conflicts with the prescribed restrictions, such information will be reported to the School District of Neillsville's Workers' Compensation carrier, if appropriate.
3. The School District of Neillsville may use its discretion as necessary in the course of administering its procedures and policies related to worker's compensation matters.
4. The School District of Neillsville reserves the right to implement other related policies or administrative protocols that it may determine to be necessary.

## **Section 19: Benefits Applicable to All Employees**

### **19.01 Dental Insurance**

The School District of Neillsville shall offer a group dental insurance plan for employees who work at least thirty (30) hours per week and who meet all of the dental insurance carrier's eligibility requirements. The School District of Neillsville may change the dental insurance carrier, dental insurance plan, and dental insurance benefits at its discretion.

If both spouses are employed by the School District of Neillsville and are eligible for insurance, they shall have their choice of two (2) single plans for dental insurance or one (1) family dental insurance plan.

- A. Confidential Staff: The School District of Neillsville shall provide a group dental insurance plan for confidential employees who work at least 2,080 hours per year and who meet all of the dental insurance carrier's eligibility requirements. Hours per year shall be based on an employee's currently scheduled work hours. The School District of Neillsville may change the dental insurance carrier, dental insurance plan, and dental insurance benefits at its discretion.

The School District of Neillsville shall pay eighty-eight percent (88%) of the employee's dental insurance premium for a family or single dental insurance policy on a twelve (12) month basis for all confidential employees who work at least 2,080 hours per year in a position or combination of positions. Employees taking dental insurance prior to the 2010-2011 school year shall receive ninety percent (90%) of the dental insurance premium paid by the district.

The School District of Neillsville shall pay seventy-five percent (75%) of the employee's dental insurance premium for a family or single dental insurance policy on a twelve (12) month basis for all confidential employees who work at least 1,560 hours per year in a position or combination of positions.

- B. Support Staff: The School District of Neillsville shall pay eighty-eight percent (88%) of the employee's dental insurance premium for a family or single dental insurance policy on a twelve (12) month basis for all support staff employees who work at least 2,080 hours per year in a position or combination of positions. Support staff employees who took dental insurance prior to July 1, 1999, and who worked a minimum of seven and one-half (7 1/2) hours per day in a position or combination of positions that required the performance of duty of a minimum of 180 days per year at that time, shall be grandfathered in, thus, the board shall pay eighty-eight percent (88%) of such employee's dental insurance premium for a family or single dental insurance policy on a twelve (12) month basis.

The School District of Neillsville shall pay seventy-five percent (75%) of the employee's dental insurance premium for a family or single dental insurance policy on a twelve (12) month basis for all support staff employees who work at least 1,350 hours per year in a position or combination of positions. Support staff employees who took dental insurance prior to July 1, 1999, and who worked a minimum of seven hundred twenty (720) hours per year in a position or combination of positions at that time, shall be grandfathered in, thus, the board shall pay seventy-five percent (75%) of such employee's dental insurance premium for a family or single dental insurance policy on a twelve (12) month basis.

The School District of Neillsville shall pay fifty percent (50%) of the employee's dental insurance premium for a family or single dental insurance policy on a twelve (12) month basis for all support staff employees who work at least 1,080 hours per year in a position or combination of positions.

Regular bus drivers who took dental insurance after July 1, 1999, but prior to July 1, 2018, and who worked a minimum of 720 hours per year at that time, shall be grandfathered in at fifty percent (50%), thus, the board shall pay fifty percent (50%) of such drivers' dental insurance premiums for a family or single dental insurance policy on a twelve (12) month basis.

- C. Teachers: The School District of Neillsville shall contribute eighty-eight percent (88%) toward the single or family premium for full-time teachers. The School District of Neillsville shall contribute seventy percent (70%) toward the single or family premium for teachers who work at least thirty (30) hours per week, but less than forty (40) hours per week.

## **19.02 Flexible Spending Account (FSA)**

The School District of Neillsville will provide an Internal Revenue Service authorized flexible spending account (FSA) to permit eligible employees to reduce their salary and contribute to an FSA to cover the following expenses:

1. Dependent care costs subject to the limitations set forth in the Internal Revenue Service Code contact the human resources/payroll department for the maximum allowable amount. Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit.

2. Permitted medical expenses not covered by the insurance plan, contact the human resources/payroll department for maximum allowable amount.
3. Payment of insurance premium amounts.

LEGAL REFERENCE:    IRC § 105  
                              IRC § 106  
                              IRC § 125  
                              IRC § 129

### **19.03 Health Insurance**

The School District of Neillsville shall provide a group health insurance plan for employees who work at least 1080 hours per year and who meet all of the health insurance carrier's eligibility requirements. Hours per year shall be based on an employee's currently scheduled work hours. Any employee subject to layoff, breaking employment, or having their hours reduced, shall have his/her insurance coverage determined based upon his/her new scheduled work hours. The School District of Neillsville may change the health insurance carrier, health insurance plan, and health insurance benefits at its discretion.

- A. Confidential Staff: The School District of Neillsville shall pay eighty-eight percent (88%) of the employee's health insurance premium for a family or single health insurance policy on a twelve (12) month basis for all confidential employees who work at least 2,080 hours per year in a position or combination of positions. Employees taking health insurance prior to the 2010-2011 school year shall receive ninety percent (90%) of the health insurance premium paid by the board.

The School District of Neillsville shall pay seventy-five percent (75%) of the employee's health insurance premium for a family or single health insurance policy on a twelve (12) month basis for all supervisory and confidential employees who work at least 1,560 hours per year in a position or combination of positions.

Full time confidential employees eligible for health insurance may annually choose cash compensation of four thousand dollars (\$4,000) in lieu of health insurance. Payment of the four thousand dollars (\$4,000) in lieu of health insurance is only available to full time supervisory and confidential employees not covered under the School District of Neillsville's health plan. The four thousand dollars (\$4,000) in lieu of health insurance is calculated by dividing the four thousand dollars (\$4,000) by the number of paychecks. The in-lieu compensations amount shall be paid to the eligible supervisory and confidential employees as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check. The compensation in lieu of health insurance will be pro-rated based on the time of the election of the benefit.

- B. Support Staff: The School District of Neillsville shall pay eighty-eight percent (88%) of the employee's health insurance premium for a family or single health insurance policy on a twelve (12) month basis for all support staff employees who work at least 2,080 hours per year in a position or combination of positions. Support staff employees who took health insurance prior to July 1<sup>st</sup>, 1999, and who worked a minimum of seven and a half (7 1/2) hours per day in a position or combination of positions that required the performance of duty of a minimum of one hundred eighty (180) days per year at that time, shall be grandfathered in, thus, the board shall pay eighty-eight percent (88%) of such employee's health insurance premium for a family or single health insurance policy on a twelve (12) month basis.

The School District of Neillsville shall pay seventy-five percent (75%) of the employee's health insurance premium for a family or single health insurance policy on a twelve (12) month basis for all support staff employees who work at least 1,350 hours per year in a position or combination of positions.

The School District of Neillsville shall pay fifty percent (50%) of the employee's health insurance premium for a family or single health insurance policy on a twelve (12) month basis for all support staff employees who work at least 1,080 hours per year in a position or combination of positions.

Regular bus drivers who took health insurance after July 1<sup>st</sup>, 1999, but prior to July 1<sup>st</sup>, 2018, and who worked a minimum of 720 hours per year at that time, shall be grandfathered in, thus, the board shall pay fifty percent

(50%) percent of such drivers' health insurance premiums for a family or single health insurance policy on a twelve (12) month basis.

- C. **Teachers:** The School District of Neillsville shall contribute eighty-eight percent (88%) toward the single or family premium for full-time teachers. The School District of Neillsville shall contribute seventy percent (70%) toward the single or family premium for teachers who work at least thirty (30) hours per week, but less than forty (40) hours per week.

Full time teachers eligible for health insurance may annually choose cash compensation of four thousand dollars (\$4,000) in lieu of health insurance. Payment of the four thousand dollars (\$4,000) in lieu of health insurance is only available to full time teachers not covered under the School District of Neillsville's health plan. The four thousand dollars (\$4,000) in lieu of health insurance is calculated by dividing the four thousand dollars (\$4,000) by the number of paychecks. The in-lieu compensations amount shall be paid to the eligible teachers as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check. The compensation in lieu of health insurance will be pro-rated based on the time of the election of the benefit.

#### **19.04 Liability Insurance**

All employees shall be covered for liability in accordance with the terms of the School District of Neillsville's liability insurance policy.

#### **19.05 Life Insurance**

The School District of Neillsville shall offer an optional life insurance plan to employees in the district who work at least twenty (20) hours per week during the school year. The School District of Neillsville shall contribute an additional twenty (20) percent of the plan's premiums towards the cost of the supplemental plan for post-retirement coverage at the twenty-five (25) percent basic level. The School District of Neillsville may change the life insurance carrier, life insurance plan, and life insurance benefits at its discretion.

#### **19.06 Long Term Disability Insurance**

All employees who work at least twenty (20) hours per week during the school year shall be eligible for long-term disability insurance coverage. For those employees, the School District of Neillsville shall pay one hundred (100) percent of the long-term disability insurance premiums. The board may change the long-term disability insurance carrier, long-term disability insurance plan, and long-term disability benefits at its discretion.

Definition: Disability means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. The permanence and degree of such impairment must be supported by medical evidence.

#### **19.07 Optional Insurance**

The School District of Neillsville shall offer optional personal and family plans to all employees who work at least 720 hours during the school year. Personal/Family policies include but are not limited to accidents, critical illness, hospital indemnity, and life insurance. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the board. Employees shall be responsible for the entire premium amount if they choose to purchase the insurance. Employees must sign up for short-term disability within the first thirty (30) days of employment. Employees may obtain more information about these plans by contacting the human resources/payroll department. The School District of Neillsville may change the optional insurance carrier provider and plans at its discretion.

#### **19.08 Short Term Disability Insurance**

The School District of Neillsville shall offer an optional short-term disability insurance plan to employees in the district who work at least twenty (20) hours per week during the school year. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the board. Employees shall be responsible for the entire premium amount if they choose to purchase the insurance. The School District of Neillsville may change the short-term disability insurance carrier, short-term disability insurance plan, and short-term disability insurance benefits at its discretion. Employees must sign up for short-term disability within the first thirty (30) days of employment. See the human resources/payroll department for further clarification.

Definition: Disability means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. The permanence and degree of such impairment must be supported by medical evidence. The School District of Neillsville may change the insurance carrier plan and insurance benefits at its discretion.

### **19.09 Wisconsin Education Association (WEA) Trust Member Benefits**

The School District of Neillsville shall offer an optional plan from WEA Trust Member Benefits to all employees who work at least 720 hours per school year. WEA Trust Member Benefits offers personal investments such as 403(B) Tax Sheltered Annuities (TSA), Individual Retirement Accounts (IRA), and insurance policies such as home, automobile and umbrella insurance. The School District of Neillsville may change the personal investment carrier plan and investment benefits at its discretion.

### **19.10 Wisconsin Retirement System (WRS) Contributions**

The School District of Neillsville shall contribute the employer required contribution to the Wisconsin Retirement System (WRS) on behalf of each teacher who is eligible for WRS, as determined by law and the Department of Employee Trust Funds (DETF). The employee shall pay the employee's WRS contribution as required by state statute.

LEGAL REFERENCE: Wis. Stat. § 40.05

### **19.11 Post- Employment Benefits**

The School District of Neillsville shall provide post-employment benefits to eligible employees. The type and amount of benefit will be established and determined by the board. Eligibility for, and payment toward, postemployment benefits are set forth in the applicable part of the handbook covering such employees.

A. Teachers: In order to be eligible for benefits under this provision, the teacher must:

1. Be employed as a teacher in the district at the time of retirement;
2. Have completed fifteen (15) school years of employment as a full-time teacher with the district; or employed part time with a total accumulated time exceeding fifteen (15) full years of employment. All part time employees hours will be pro-rated based on actual hours worked.
3. Be at least fifty-five (55) years of age at the time of retirement;
4. Submit written notice of retirement on or before April 15<sup>th</sup>, in the school year in which the retirement is effective;
5. Unequivocally and explicitly waive any rights or claims the teacher may have under the Wisconsin Fair Employment Act and the federal Age Discrimination in Employment Act of 1967, as amended by the Older Worker Benefits Protection Act of 1990. Such waiver shall be demonstrated only by the execution of a release provided by the district; and
6. Retire at the end of the school year (i.e., June 30<sup>th</sup>) in which written notice of retirement is submitted.

Benefits: The teacher, retiring under this provision, shall be responsible for the entire health insurance premium, except as provided below. The School District of Neillsville will make an annual contribution into a Health Reimbursement Account (HRA) or for 213(d) expenses in accordance with Sections three (3) and four (4), below. Amounts contributed to the HRA may be used to reimburse insurance premiums. The types of premiums that may be reimbursed from the HRA include any insurance premiums for health, dental, vision, Medicare supplement, and/or long-term care coverage.<sup>1</sup> Medical expenses *other than* 213(d) expenses or premiums are not eligible for reimbursement under the HRA. Amounts not used for premium reimbursement or 213(d) expenses in



the year of contribution will carry forward into future years until the HRA or 213(d) expense balance is exhausted. The retiree is not allowed to stay on the School District of Neillsville's insurance plan.

---

<sup>1</sup>Limitations apply on the total amount of long-term care premium that may be reimbursed under and HRA in a given year. The amount also varies depending upon your age. Please consult with the District Office and/or your tax advisor for additional information. Long-term disability premiums are not a reimbursable expense under the HRA.

Note that until such time as the entire balance of your HRA or 213(d) expenses has been exhausted (and you have no more right to future contributions), you will be ineligible to receive a premium subsidy credit through the Health Insurance Marketplace (also known as Wisconsin's health insurance exchange, available at [www.healthcare.gov](http://www.healthcare.gov)).

A. Based on the schedule below, the School District of Neillsville shall contribute an annual amount of ten thousand dollars (\$10,000) toward the teacher's post-employment HRA, to be used to reimburse insurance premiums as follows:

<b>Number of Full School Years Completed Years of District Service at the Time of Retirement</b>	<b>Maximum Number of Years of Annual \$10,000 Contributions Toward Health Insurance</b>
Zero (0) to fourteen (14) years	Zero (0)
At least fifteen (15) years but less than twenty (20) years	Three (3)
At least twenty (20) years but less than twenty-five (25) years	Four (4)
At least twenty-five (25) years but less than thirty (30)	Five (5)
At least thirty (30) years but less than thirty-five (35) years	Six (6)
At least thirty-five (35) years but less than forty (40) years	Seven (7)
At least forty (40) years but less than forty (45) years	Eight (8)

B. At the end of each fiscal year, the School District of Neillsville shall reduce the teacher's accumulated, unused sick leave to one hundred (100) days. Teachers will be credited fifty dollars (\$50.00) for each accumulated, unused day of leave over one hundred (100). This credited amount will be prorated for part-time teachers. Upon eligibility for the post-employment benefit described herein, the credited amount will be contributed to the post-employment HRA to be used to reimburse insurance premiums.

C. The School District of Neillsville's contributions to the HRA or for all 213(d) expenses, as described in paragraphs three (3) and four (4), above, shall cease upon the earlier of the following events:

1. The teacher becomes eligible for Medicare;
2. The teacher collects unemployment insurance benefits from the district's account;
3. In the event that the teacher dies prior to the benefit being exhausted, the teacher's spouse will be eligible for the amount of five thousand dollars (\$5,000) annually until the teacher's benefit was due to expire.
4. The maximum number of years of district contributions expires.

D. If a teacher has retired and is receiving benefits under this provision, they may be rehired in the School District of Neillsville but may not re-qualify for benefits under this provision. Furthermore, tax law requires that a rehired retiree receiving an HRA benefit under this provision *may not* participate in any HRA plan that may be available to active employees.

**19.12 COBRA Law Continuation of District Health Plan Participation**

The School District of Neillsville, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the district's health and dental insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.

- A. Qualifying Events: An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the School District of Neillsville's health insurance plan (medical and dental), may qualify for continuation coverage if district-sponsored coverage is lost due to the occurrence of any of the following qualifying events:
1. Voluntary or involuntary termination of employment for any reason other than "gross misconduct." (e.g., resignation or retirement);
  2. Death of the covered employee;
  3. Divorce or legal separation from the covered employee;
  4. Loss of "dependent child" status;
  5. Eligibility for Medicare entitlement;
  6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.
- B. Period of COBRA Continuation: In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months but may be extended to a total of twenty-nine (29) months in certain cases of disability (see Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.
- C. COBRA Extension (Second qualifying events): A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:
1. The employee's death;
  2. Divorce or legal separation;
  3. The covered employee becomes eligible for Medicare;
  4. A child loses their "dependent child" status. \*Note: The second event can be a second qualifying event only if it has caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.
- D. Premium Cost & Payment: The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the School District of Neillsville's contribution (i.e., the total amount the employee and district have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.
- E. Termination of Coverage: Employee continuation coverage may be terminated automatically if:
1. The employee fails to make a monthly premium payment to the district on time;
  2. The employee obtains similar coverage through a different employer;
  3. The employee becomes eligible for Medicare and converts to an individual policy;
  4. The district terminates its health plan;
  5. The employee's guaranteed continuation period expires.

The employee or a qualified beneficiary has the responsibility to inform the School District of Neillsville of a divorce, legal separation, or a child losing dependent status under the group health plan within sixty (60) days of the qualifying event. The School District of Neillsville will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.

COBRA participants must also notify the School District of Neillsville if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

- F. Disability Extension: If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from the employee's family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and their family's qualified beneficiaries may elect a special additional eleven (11) month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11) month extension, the employee must notify the Plan Administrator within sixty (60) days of the

date Social Security determines that the employee or a qualified beneficiary from the employee's family is disabled and within the first eighteen (18) months of COBRA continuation coverage.

## **Section 20: Work Stoppage**

Employees of the School District of Neillsville shall not engage in, condone, assist or support any strike, slowdown, or sanction, or withhold in full or in part any services to the district. In the event of a violation of this section, the School District of Neillsville may take whatever disciplinary action it deems appropriate up to and including termination.

## **Section 21: Conformity to Law**

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

## **Section 22: Exit Interview**

The School District of Neillsville provides an opportunity for all employees ending their employment to meet with the district administrator in which they can provide their input and feedback regarding their experiences while employed within the district.

## **Section 23: Remote Work**

There are certain positions whose essential duties can be performed remotely with the assistance of district provided technology. However, the expectation is that employees will work primarily in person and therefore the remote work will be limited to occasional, infrequent occurrences such as inclement weather days or emergency closures. Approvals will be granted on a case-by-case basis by the immediate supervisor. The human resources/payroll department has oversight and will periodically review the remote work option for the district. Approval for remote work will be limited to those few positions whose duties, tasks and other work obligations do not require the employee to be physically present in a district building and, as a result, do not require additional staffing (including the use of substitutes) or significant imposition on other employees. If remote work has been approved, staff must be accessible and available during their scheduled work hours.

## **Section 24: Breaks and Meal Times**

- A. Confidential and Support Staff: Employees who are scheduled to work seven (7) hours or more per day shall receive an unpaid, duty-free meal period of thirty (30) minutes, which shall be scheduled by their immediate supervisors.

Employees shall be eligible for a fifteen (15) minute paid break(s), to be scheduled by their supervisors, as follows:

- Employees who are scheduled to work seven (7) hours or more per day shall receive two (2) fifteen (15) minute paid breaks;
- Employees who are scheduled to work more than four and one-half (4.5) hours, but less than seven (7) hours per day, shall receive one (1) fifteen (15) minute break; and
- Employees who are scheduled to work less than four and one-half (4.5) hours per day shall not receive a paid break.

- B. Teachers: All teachers shall receive a thirty (30) minute duty-free lunch break.

LEGAL REFERENCE: Wis. Stat. § 118.235

## **Part II – Staff with Individual Contracts under §118.22, Wis. Stats. And Professional/Exempt Non-Supervisory Employees**

### **Section 1: Professional Hours/Workday**

#### **1.01 Definitions**

Teachers are professional employees as defined by the Federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act.

Education and teaching is a professional occupation. The professional staff is expected to be with students prior to student arrival until after student dismissal for their supervision, during instruction and at those times needed to carry out other professional responsibilities. Other professional responsibilities include, but are not limited to, attending events such as: conferences, open houses, and other school activities.

Professional staff are committed to students as demonstrated through their completion of classroom responsibilities, duties and work. Staff shall be available to participate in meetings and other professional responsibilities. A school's faculty and staff are a team, and every school requires additional duties from all members to ensure the school's successful functioning, and regular meetings to ensure good communication between administrators, faculty, and staff. At the same time, staff time must be respected and carefully budgeted. Additional duties and meetings should be predictable, scheduled in advance and limited to allow staff time to accomplish their work outside of the classroom, pursue individual professional development and maintain a healthy work/life balance.

Staff manage their work time and operate under "professional hours". They are expected to be at their work areas during their assigned duties and teaching assignments, unless excused by their building principal or designee. Staff are expected to remain in the building during established seven and a quarter (7.25) core hours. Activities such as faculty/department/grade level meetings, IEP meetings, student assistance, parent teacher conferences, etc., when known by staff in advance are considered professional responsibilities and staff members are expected to be in attendance.

Administration will recognize teachers' professional judgment in managing their time as long as professional responsibilities are met. A duty-free lunch period will be included as part of the schedule by the building principal and will not be less than one half hour. Misuse of professional hours may result in disciplinary action up to termination.

LEGAL REFERENCE: Wis. Stats § 111.70(1)(L)

#### **1.02 Administratively Called Meetings**

Teachers may be excused from attendance from such meetings with prior approval of building principal. It is the responsibility of the teacher to secure the information from the building principal or colleague in the event they were excused from a meeting.

Staff Meetings: Teachers attend all administratively called staff meetings. The number and times of staff meetings shall be established and uniformly implemented by administration. The administration shall attempt to provide reasonable notice of all such meetings.

Other Administratively Called Meetings: These types of meetings may be but are not limited to department/grade level meetings, collaboration, crisis team, district wide meetings, or activities of similar nature which are normally conducted at other times. Teachers attend such meetings, when applicable.

#### **1.03 Attendance at School Events**

The School District of Neillsville provides many opportunities outside of school for students to gain additional academic and social/emotional success. It is the expectation that staff attend these functions in areas that are specific to their content area, as a way to show support of students, families and the school. These may be an open house, music program, art show, and/or other district or building events that occur after the normal workday. Teachers normally shall be given at least thirty (30) calendar days' notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the building principal or supervisor. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the event.

#### **1.04 Consultation with Parents**

Providing opportunities to consult/communicate with our parents is essential to students' academic and social/emotional success. Such consultation may be in the form of phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences. Part of the home/school partnership success stems from the parent having access to their student's progress via the School District of Neillsville's electronic grade book. It is expected that teachers will maintain an up-to-date grade book and post entries within a two-week standard.

## **Section 2: Professional Growth**

#### **2.01 Professional Growth**

The School District of Neillsville can benefit from the training and expertise of its staff.

- A. Approval Process: Staff members who are requested and interested in sharing their expertise at a variety of School District of Neillsville professional development opportunities will be compensated for pre-approved presentations based upon the following guidelines. Presentations beyond the normal scope of duties will be arranged and pre-approved through the Department of Teaching & Learning to qualify for compensation. Compensation is paid for presentations that occur outside of regular school hours.
- B. Presentation Compensation: Compensation will be determined by the Department of Teaching & Learning, based on preparation needed, number of times presented, and complexity of presentation.

#### **2.02 Requirement to Remain Current**

All educators shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include but are not limited to: keeping current in specific and applicable areas of instruction and/or licensure, board established curriculum, as well as continuing study of the art of pedagogy and best practice. This can be accomplished through a variety of venues: continuing education, college coursework, professional development offerings (either in-district or outside), conference/workshop attendance, book groups, and/or study groups.

## **Section 3: Evaluations**

- A. Confidential & Support Staff: Employees will be evaluated at least one (1) time per year. Evaluations will be conducted by the immediate supervisor.
- B. Teachers: Evaluations shall be conducted pursuant to the Wisconsin Educator Effectiveness rules and any other legal requirements, as revised from time to time, and as determined by the School District of Neillsville. Evaluations will be conducted by the supervising principal and/or the district administrator.

#### **Educator Effectiveness (EE)**

Research consistently identifies effective teaching and instructional leadership as the most important school-based factors impacting student learning. The evaluation system provides teachers with ongoing feedback and meaningful information about how their practice impacts student learning. 2011 WI Act 166 mandates all public

school districts and 2R charter schools to use the Wisconsin Educator Effectiveness (WI EE) System to evaluate all principals and teachers. Per state law (PI. 8), districts must evaluate teachers using the EE System at least during the educator's first year of employment and every third year thereafter (Effectiveness Cycle).

As part of the annual Educator Effectiveness Plan (EEP), educators create one (1) Student Learning Objective (SLO) plan that contains an embedded Professional Practice Goal (PPG).

Educator Effectiveness Plan: A plan that lists the Student Learning Objectives with an embedded Professional Practice goal, along with the activities required to attain these goals and the measures necessary to evaluate the progress made on them. The teacher will submit this plan to their principal/assistant principal each fall, per the required timelines in the DPI Educator Effectiveness system.

Student Learning Objective: Rigorous, yet attainable goals identified by individual educators for student learning growth aligned to appropriate standards. Educators will develop one SLO with an embedded professional practice goal based on a thorough review of student needs through the school improvement planning process (SIP). The SLO will include:

- The identification of the targeted population
- A clear rationale for the amount of expected growth
- The identification of specific instructional strategies that will allow the attainment of the growth goals

The ultimate goal of an SLO is to promote student learning and achievement while providing for pedagogical growth, reflection, and innovation.

Professional Practice Goal: Practice related goals are an important part of professional practice and should be embedded within the SLO. Individual goals are identified by educators in preparation for their Educator Effectiveness Plans and are monitored by the educator and their principal/assistant principal throughout the year.

Principals of teachers must hold an active administrator license as defined in the Wisconsin Administrative Code section PI 34.32. In addition to licensure and training requirements, all evaluators of teachers in districts using the State Model must complete certification, recertification, and calibration within the parameters established by the DPI.

Principals of teachers conduct observations following the DPI parameters and document those in the designated EE platform.

Teacher and principal conduct the teacher's Final Evaluation/Summary Year Conference to summarize the Effectiveness Cycle Process by the designated timeline. These final evaluation summary year conferences provide a general sense of effectiveness and are important for teachers to see how they are performing on the aggregated student outcomes and professional practice assessments. Through review and feedback on each teacher performance component and outcome measure, teachers will gain specific information on their strengths and possible areas for improvement.

### **3.01 Evaluation Process**

The School District of Neillsville will provide employees with their placement within the supervision and evaluation rotation cycle no later than September 15<sup>th</sup> of each school year. The School District of Neillsville may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.

The elements of the Supervision and Evaluation system provide support in the following three (3) categories:

- A. Educators new to the School District of Neillsville:
  - 1. Is assigned a mentor.
  - 2. Has support, encouragement, and supervision from supervisor.
  - 3. Participates in the Effectiveness Cycle's Final Evaluation/Summary Year Conference at the end of their first year.
- B. Educator:
  - 1. Is a Continuing Educator beyond Year one (1)

2. May be assigned a mentor.
  3. Has support, encouragement, and supervision from supervisor.
  4. Participates in the Effectiveness Cycle.
- C. Educator in Need of Assistance:
1. An educator placed on Intensive Supervision. Ideally this is for a full year but is not required.
  2. Educator receives written notification that educator has been placed on Intensive Supervision.
  3. At a minimum participates in the Effectiveness Cycle's Final Evaluation/Summary Year Conference.
  4. Supervisory option may be prescribed.
  5. Individual goals may be prescribed.
  6. Has support, encouragement, and supervision from supervisor.
  7. Collegial assistance may be suggested.

### 3.02 General Provisions

The board, administration, and teachers view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members. Definitions under this section:

- A. Continuing Educator: A continuing educator is an educator who has worked more than one (1) year in the district under a full-time or part-time regular teaching contract.
- B. Educators new to the School District of Neillsville: An educator who has worked less than one (1) year in the district under a full-time or part-time regular teaching contract.

## Section 4: Assignments, Vacancies, and Transfers

### 4.01 Employee Resignations

- A. Teacher: The teacher's agreement shall be considered binding on both parties. If for any reason a teacher asks for release from the agreement, it is understood that the following conditions for release shall apply:
  1. The teacher must give the School District of Neillsville advance notice (at least 30 days) that they intend on severing their agreement with the district.
  2. The teacher agrees that liquidated damages shall be paid to the School District of Neillsville according to the dates specified below:
    - a. Five hundred dollars (\$500) if the teacher's resignation is prior July 1<sup>st</sup>.
    - b. One thousand (\$1,000) if the teacher's resignation is effective on or after July 1<sup>st</sup>, but before August 1<sup>st</sup>.
    - c. Two thousand dollars (\$2,000) if the teacher's resignation is effective on or after August 1<sup>st</sup> but before the end of the school year.
    - d. The cost for any professional development for newly hired teachers who resign prior to the completion of their first full year.
  3. Liquidated damages do not apply to teachers who do not return their agreements by June 15<sup>th</sup>.
  4. The School District of Neillsville reserves the right to have liquidated damages and other monies that are due and owing deducted from the employee's last paycheck(s).
  5. The School District of Neillsville in its discretion may waive liquidated damages or refuse to accept a resignation. In the event the board chooses to waive the liquidated damages, the district shall return any damages submitted with the resignation notice to the employee.
  6. A teacher who wishes to resign may not be released from their contract until a suitable replacement has been found.
  7. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this provision.
  8. The School District of Neillsville may decline to seek liquidated damages under such agreement and elect to recover the actual amount of damages that follow from a breach of such agreement.

Any teacher may request to be permanently reduced in FTE.

- B. Confidential & Support Staff: Employees who provide the School District of Neillsville with two (2) weeks' notice of their resignations shall receive a payout of their accumulated, unused sick leave and compensatory leave according to the following schedule:
  - Confidential staff shall be paid out all compensatory (comp) time at the employee's current hourly rate.

- Employees who were scheduled to work seven (7) hours per day or more during the year: fifty dollars (\$50.00) for each accumulated, unused sick day.
- Employees who were scheduled to work less than seven (7) hours per day during the year: twenty-five (\$25.00) for each accumulated, unused sick day.

The School District of Neillsville reserves the right to not make sick leave or compensatory time payouts in instances where two (2) weeks' notice of resignation was not provided.

Any monies owed to the School District of Neillsville will be taken out of the employee's final check.

#### **4.02 Extended Contracts**

Additional contract days may be added to the contracted school calendar. These positions shall be compensated for said days at their individual contracted per diem rates of pay for each of the extended contract days. Days may be scheduled in full or partial day increments and should be given to the human resources/payroll department for documentation.

#### **4.03 Summer School Assignments**

When possible, summer school subjects should be made known on or before May 15<sup>th</sup>. All current teachers and support staff in the School District of Neillsville may apply for summer school positions in the same manner as non-district teachers and support staff.

LEGAL REFERENCE: Wis. Stats § 118.21

#### **4.04 Teacher Assignments, Vacancies, and Transfers**

- A. Determination of Assignment: Employees will be assigned or transferred by the district administrator and/or designee. Teachers shall be assigned to teach only those subjects in which they are certified.
- B. Transfer Request: During the staffing process, employees may express in writing to the building principal their preference of:
  1. School
  2. Grade level
  3. Subject
  4. Job Classification
- C. Job Posting: When a position becomes vacant or a new position is created, notice of such an available position shall be emailed to all staff and posted on the School District of Neillsville's website for a minimum of five (5) business days. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.
- D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The School District of Neillsville retains the right to select the most qualified applicant for any position based upon stated job descriptions (this does not prohibit the district from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description) and the right to determine when to consider outside applicants. The term applicant refers to both internal and external candidates. The School District of Neillsville retains the right to determine the job descriptions needed for any vacant position.
- E. Involuntary Transfers: When the School District of Neillsville determines that an involuntary transfer of an employee is necessary, the district may transfer an employee in the district qualified for the position with at least forty-five (45) days' notice when possible. A request for volunteers may be used first, with certified staff next, followed by programmatic need.
- F. Certified employees: Certified employees can be assigned less than a quarter (.25) Limited Term FTE without a vacancy/posting (Title, Overload, etc.)



## Section 5: Reduction in Force, Positions, and Hours

### 5.01 Insurance Benefits Following Non-Renewal

Please see Part I, [Section 19.12, COBRA](#), for a full explanation of insurance continuation options.

### 5.02 Notice of Reduction in Force

The School District of Neillsville will provide notice of nonrenewal in accordance with the timelines set forth. The nonrenewal notice shall specify the effective date of the nonrenewal, the right to a private conference and will refer the employee to the reduction in force provision in this handbook.

LEGAL REFERENCE: Wis. Stats § 118.22

### 5.03 Procedure for Reduction in Force

The needs of the School District of Neillsville shall be the prime consideration used in determining which employees shall be non-renewed. In the implementation of staff reductions under this section, individual employees shall be selected for full or partial nonrenewal in accordance with the following steps:

- A. Step One- Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reducing staff.
- B. Step Two- Volunteers: Volunteers will be non-renewed first. The School District of Neillsville will provide the volunteer(s) with a nonrenewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section will put their request in writing. Volunteers will only be accepted by the School District of Neillsville if in the district's opinion the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a district directed nonrenewal under this section of the handbook.
- C. Step Three- Selection for Reduction/Non-renewal: The elimination of a position does not necessarily mean the teacher occupying the position will be dismissed. When determining who will be non-renewed as part of a Reduction in Force, the School District of Neillsville will consider the following criteria:
  1. Educational Needs of the district: Will be those needs as identified and determined by administration.
  2. Qualifications: Including, but not limited to specific skills, certification [if applicable], training, district evaluations, etc.
  3. Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and district needs. These experiences shall include but not be limited to current and past assignments and practical experience in the area of need.
  4. Performance of the Employees: Performance of the employees under consideration as previously and currently evaluated.
  5. Length of Service of the Employee: The School District of Neillsville currently maintains a length of service list for "years of service" awards, which can be used for a reference. Although length of service in the district will be considered when non-renewing employees, it will not be the sole deciding factor in any decision regarding who will be non-renewed. Employees, who are non-renewed, do not have any right to displace or "bump" another employee.

### 5.04 Reduction in Force

The School District of Neillsville retains the right to non-renew employees, in whole or in part, as described above in Section 5.03. In the event the board determines to reduce the number of positions (full nonrenewal) or the number of hours in any position (partial nonrenewal), the provisions set forth in this section shall apply. If the board determines to reduce the number of staff, any selection of staff for layoff shall be based upon the

recommendation of the administration. All layoffs or reductions in assignment shall be at the sole discretion of the Board of Education upon the recommendation of the administration.

### **5.05 Reduction in Hours Resulting in Non-Renewal**

Employees who are non-renewed and such non-renewal results in a reduction in hours shall not lose any benefits they have accrued. Benefits are defined as length of service and sick leave earned as an employee. Reduced in time employees shall be treated as part-time employees under this handbook and shall accrue additional benefits accordingly based on their part-time status.

## **Section 6: Professional Compensation**

### **6.01 Initial Salary Schedule Placement**

Upon initial employment in the School District of Neillsville, the district administrator or designee, at their own discretion, will determine an initial salary for new employees following the guidelines established in the certified staff salary matrix.

### **6.02 Total Base Wage Negotiation**

Total base wages and the distribution thereof shall be negotiated as required by law between the board and the School District of Neillsville. Accordingly, the School District of Neillsville will make buildings available for association meetings on a space available basis.

## **Section 7: Discipline, Termination and Non-Renewal**

### **7.01 Standard for Discipline and Termination**

Employees may be disciplined and/or terminated for any reason so long as it is not discriminatory or otherwise prohibited by law.

### **7.02 Standard for Nonrenewal for Teachers**

The School District of Neillsville will follow the timelines and procedures in order to lay off full-time teachers. If the board determines to reduce the number of teachers, any selection of full-time teachers for layoff shall be based upon the recommendation of the district administrator who shall consider, among other relevant factors, input from appropriate principal(s), certification, extra assignments, training/experience, evaluations, and seniority. All other layoffs or reductions in assignment shall be at the sole discretion of the board upon the recommendation of the district administrator. A nonrenewal for layoff purposes shall automatically satisfy the standards for non-renewal identified above. The decision to non-renew a teacher's contract for the purposes of layoff is not subject to the grievance procedure.

The board may not renew a teacher's contract for any reason so long as it is not discriminatory or otherwise prohibited by law.

LEGAL REFERENCE: Wis. Stat § 118.22

## **Addendum A**

# Support Staff Wage Matrix by Step 2023-24

Updated:  
8/21/2023

<i>Effective: 07/01/2023</i>	STEP									
Job Classification	1	2	3	4	5	6	7	8	9	10
Admin. Secretary	\$ 14.50	\$ 14.75	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75	\$ 16.00	\$ 16.25	\$ 16.50	\$ 16.75
Bus AODA Testing	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70
Bus Driver	\$ 14.50	\$ 14.75	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75	\$ 16.00	\$ 16.25	\$ 16.50	\$ 16.75
Bus Extra Trips (2 hr min)	\$ 13.00	\$ 13.25	\$ 13.50	\$ 13.75	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75	\$ 15.00	\$ 15.25
Bus Tape Viewing	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Custodian	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75	\$ 16.00	\$ 16.25
Food Service Assistant	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75	\$ 16.00	\$ 16.25
Food Service Lead	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Maintenance	\$ 14.75	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75	\$ 16.00	\$ 16.25	\$ 16.50	\$ 16.75	\$ 17.00
Maintenance Lead	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Mechanic	\$ 14.75	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75	\$ 16.00	\$ 16.25	\$ 16.50	\$ 16.75	\$ 17.00
Night Differential	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30
Support Secretary	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75	\$ 16.00	\$ 16.25
Teaching Assistant	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75	\$ 16.00	\$ 16.25

<i>Effective: 07/01/2023</i>	STEP									
Job Classification	11	12	13	14	15	16	17	18	19	20
Admin. Secretary	\$ 17.00	\$ 17.25	\$ 17.50	\$ 17.75	\$ 18.00	\$ 18.25	\$ 18.50	\$ 18.75	\$ 19.00	\$ 19.25
Bus AODA Testing	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70
Bus Driver	\$ 17.00	\$ 17.25	\$ 17.50	\$ 17.75	\$ 18.00	\$ 18.25	\$ 18.50	\$ 18.75	\$ 19.00	\$ 19.25
Bus Extra Trips (2 hr min)	\$ 15.50	\$ 15.75	\$ 16.00	\$ 16.25	\$ 16.50	\$ 16.75	\$ 17.00	\$ 17.25	\$ 17.50	\$ 17.75
Bus Tape Viewing	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Custodian	\$ 16.50	\$ 16.75	\$ 17.00	\$ 17.25	\$ 17.50	\$ 17.75	\$ 18.00	\$ 18.25	\$ 18.50	\$ 18.75
Food Service Assistant	\$ 16.50	\$ 16.75	\$ 17.00	\$ 17.25	\$ 17.50	\$ 17.75	\$ 18.00	\$ 18.25	\$ 18.50	\$ 18.75
Food Service Lead	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Maintenance	\$ 17.25	\$ 17.50	\$ 17.75	\$ 18.00	\$ 18.25	\$ 18.50	\$ 18.75	\$ 19.00	\$ 19.25	\$ 19.50
Maintenance Lead	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Mechanic	\$ 17.25	\$ 17.50	\$ 17.75	\$ 18.00	\$ 18.25	\$ 18.50	\$ 18.75	\$ 19.00	\$ 19.25	\$ 19.50
Night Differential	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30
Support Secretary	\$ 16.50	\$ 16.75	\$ 17.00	\$ 17.25	\$ 17.50	\$ 17.75	\$ 18.00	\$ 18.25	\$ 18.50	\$ 18.75
Teaching Assistant	\$ 16.50	\$ 16.75	\$ 17.00	\$ 17.25	\$ 17.50	\$ 17.75	\$ 18.00	\$ 18.25	\$ 18.50	\$ 18.75

Continued

## Addendum A- Continued

**Support Staff Wage Matrix by Step  
2023-24**

~Continued

<i>Effective: 07/01/2023</i>	<b>STEP</b>									
<b>Job Classification</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>
Admin. Secretary	\$ 19.50	\$ 19.75	\$ 20.00	\$ 20.25	\$ 20.50	\$ 20.75	\$ 21.00	\$ 21.25	\$ 21.50	\$ 21.75
Bus AODA Testing	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70
Bus Driver	\$ 19.50	\$ 19.75	\$ 20.00	\$ 20.25	\$ 20.50	\$ 20.75	\$ 21.00	\$ 21.25	\$ 21.50	\$ 21.75
Bus Extra Trips (2 hr min)	\$ 18.00	\$ 18.25	\$ 18.50	\$ 18.75	\$ 19.00	\$ 19.25	\$ 19.50	\$ 19.75	\$ 20.00	\$ 20.25
Bus Tape Viewing	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Custodian	\$ 19.00	\$ 19.25	\$ 19.50	\$ 19.75	\$ 20.00	\$ 20.25	\$ 20.50	\$ 20.75	\$ 21.00	\$ 21.25
Food Service Assistant	\$ 19.00	\$ 19.25	\$ 19.50	\$ 19.75	\$ 20.00	\$ 20.25	\$ 20.50	\$ 20.75	\$ 21.00	\$ 21.25
Food Service Lead	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Maintenance	\$ 19.75	\$ 20.00	\$ 20.25	\$ 20.50	\$ 20.75	\$ 21.00	\$ 21.25	\$ 21.50	\$ 21.75	\$ 22.00
Maintenance Lead	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Mechanic	\$ 19.75	\$ 20.00	\$ 20.25	\$ 20.50	\$ 20.75	\$ 21.00	\$ 21.25	\$ 21.50	\$ 21.75	\$ 22.00
Night Differential	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30
Support Secretary	\$ 19.00	\$ 19.25	\$ 19.50	\$ 19.75	\$ 20.00	\$ 20.25	\$ 20.50	\$ 20.75	\$ 21.00	\$ 21.25
Teaching Assistant	\$ 19.00	\$ 19.25	\$ 19.50	\$ 19.75	\$ 20.00	\$ 20.25	\$ 20.50	\$ 20.75	\$ 21.00	\$ 21.25

<i>Effective: 07/01/2023</i>	<b>STEP</b>									
<b>Job Classification</b>	<b>31</b>	<b>32</b>	<b>33</b>	<b>34</b>	<b>35</b>	<b>36</b>	<b>37</b>	<b>38</b>	<b>39</b>	<b>40</b>
Admin. Secretary	\$ 22.00	\$ 22.25	\$ 22.50	\$ 22.75	\$ 23.00	\$ 23.25	\$ 23.50	\$ 23.75	\$ 24.00	\$ 24.25
Bus AODA Testing	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70
Bus Driver	\$ 22.00	\$ 22.25	\$ 22.50	\$ 22.75	\$ 23.00	\$ 23.25	\$ 23.50	\$ 23.75	\$ 24.00	\$ 24.25
Bus Extra Trips (2 hr min)	\$ 20.50	\$ 20.75	\$ 21.00	\$ 21.25	\$ 21.50	\$ 21.75	\$ 22.00	\$ 22.25	\$ 22.50	\$ 22.75
Bus Tape Viewing	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Custodian	\$ 21.50	\$ 21.75	\$ 22.00	\$ 22.25	\$ 22.50	\$ 22.75	\$ 23.00	\$ 23.25	\$ 23.50	\$ 23.75
Food Service Assistant	\$ 21.50	\$ 21.75	\$ 22.00	\$ 22.25	\$ 22.50	\$ 22.75	\$ 23.00	\$ 23.25	\$ 23.50	\$ 23.75
Food Service Lead	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Maintenance	\$ 22.25	\$ 22.50	\$ 22.75	\$ 23.00	\$ 23.25	\$ 23.50	\$ 23.75	\$ 24.00	\$ 24.25	\$ 24.50
Maintenance Lead	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Mechanic	\$ 22.25	\$ 22.50	\$ 22.75	\$ 23.00	\$ 23.25	\$ 23.50	\$ 23.75	\$ 24.00	\$ 24.25	\$ 24.50
Night Differential	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30
Support Secretary	\$ 21.50	\$ 21.75	\$ 22.00	\$ 22.25	\$ 22.50	\$ 22.75	\$ 23.00	\$ 23.25	\$ 23.50	\$ 23.75
Teaching Assistant	\$ 21.50	\$ 21.75	\$ 22.00	\$ 22.25	\$ 22.50	\$ 22.75	\$ 23.00	\$ 23.25	\$ 23.50	\$ 23.75

Continued

**Addendum A- Continued**

**Support Staff Wage Matrix by Step  
2023-24**

~Continued

<i>Effective: 07/01/2023</i>	<b>STEP</b>									
<b>Job Classification</b>	<b>41</b>	<b>42</b>	<b>43</b>	<b>44</b>	<b>45</b>	<b>46</b>	<b>47</b>	<b>48</b>	<b>49</b>	<b>50</b>
Admin. Secretary	\$ 24.50	\$ 24.75	\$ 25.00	\$ 25.25	\$ 25.50	\$ 25.75	\$ 26.00	\$ 26.25	\$ 26.50	\$ 26.75
Bus AODA Testing	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 10.70	\$ 11.70	\$ 12.70	\$ 13.70	\$ 14.70	\$ 15.70
Bus Driver	\$ 24.50	\$ 24.75	\$ 25.00	\$ 25.25	\$ 25.50	\$ 25.75	\$ 26.00	\$ 26.25	\$ 26.50	\$ 26.75
Bus Extra Trips (2 hr min)	\$ 23.00	\$ 23.25	\$ 23.50	\$ 23.75	\$ 24.00	\$ 24.25	\$ 24.50	\$ 24.75	\$ 25.00	\$ 25.25
Bus Tape Viewing	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Custodian	\$ 24.00	\$ 24.25	\$ 24.50	\$ 24.75	\$ 25.00	\$ 25.25	\$ 25.50	\$ 25.75	\$ 26.00	\$ 26.25
Food Service Assistant	\$ 24.00	\$ 24.25	\$ 24.50	\$ 24.75	\$ 25.00	\$ 25.25	\$ 25.50	\$ 25.75	\$ 26.00	\$ 26.25
Food Service Lead	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Maintenance	\$ 24.75	\$ 25.00	\$ 25.25	\$ 25.50	\$ 25.75	\$ 26.00	\$ 26.25	\$ 26.50	\$ 26.75	\$ 27.00
Maintenance Lead	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Mechanic	\$ 24.75	\$ 25.00	\$ 25.25	\$ 25.50	\$ 25.75	\$ 26.00	\$ 26.25	\$ 26.50	\$ 26.75	\$ 27.00
Night Differential	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30
Support Secretary	\$ 24.00	\$ 24.25	\$ 24.50	\$ 24.75	\$ 25.00	\$ 25.25	\$ 25.50	\$ 25.75	\$ 26.00	\$ 26.25
Teaching Assistant	\$ 24.00	\$ 24.25	\$ 24.50	\$ 24.75	\$ 25.00	\$ 25.25	\$ 25.50	\$ 25.75	\$ 26.00	\$ 26.25

## Addendum B

### Teacher Matrix by Step 2023-24

*Matrix Increased  
\$500/step*

<i>Step</i>	<i>Salary</i>
1	\$40,500.00
2	\$41,500.00
3	\$42,500.00
4	\$43,500.00
5	\$44,500.00
6	\$45,500.00
7	\$46,500.00
8	\$47,500.00
9	\$48,500.00
10	\$49,500.00
11	\$50,500.00
12	\$51,500.00
13	\$52,500.00
14	\$53,500.00
15	\$54,500.00
16	\$55,500.00
17	\$56,500.00
18	\$57,500.00
19	\$58,500.00
20	\$59,500.00
21	\$60,500.00
22	\$61,500.00
23	\$62,500.00
24	\$63,500.00
24V	\$64,000.00
25	\$64,500.00
25V	\$65,000.00
26	\$65,500.00
26V	\$66,000.00
27	\$66,500.00
27V	\$67,000.00
28	\$67,500.00
28V	\$68,000.00
29	\$68,500.00
29V	\$69,000.00
30	\$69,500.00
30V	\$70,000.00

\*\$2000 Extra for Required Masters and National Board Certification.



# School District of Neillsville

## Employee Acknowledgment

(To be signed and returned to the Board of Education Office of the School District of Neillsville)

My signature below indicates that I agree to read the Employee Handbook, located on the School District of Neillsville’s website under the staff tab, employee handbook and abide by the standards, policies and procedures defined or referenced in these documents. Violations of any policies, regulations and guidelines may result in disciplinary action, including termination of employment. It is also important to know that additional regulations, policies, and laws are in the District Board Policy Manual. The District Board Policy Manual is located at the Board of Education Office and on the School District of Neillsville’s website at [www.neillsville.k12.wi.us](http://www.neillsville.k12.wi.us). The Board Policy Manual can be found under District Information, Board Policies.

I understand that this handbook supersedes all previous manuals, handbooks, collective bargaining agreements and personnel policies that I have received or have been advised of by the School District of Neillsville. I also understand that the information in this handbook is subject to change with or without notice. I understand that changes to provisions in this handbook will supersede the information summarized in previous handbooks. As the School District of Neillsville provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that these handbooks do not constitute an employment contract. I understand that by accepting employment with the School District of Neillsville, I am not being asked or required to provide anything in return beyond my services. I further understand that only the school board has the authority to create an employment contract, and such contract must be in writing and signed by the School District to be valid. Subject to any applicable employment contract under Wis. Stat. § 118.21, I understand that my employment with the School District of Neillsville is at-will and may be terminated by myself or the School District of Neillsville per district policies and procedures. I understand that nothing in this handbook is intended to confer a property interest in my continued employment with the School District of Neillsville other than during the term of my current contract (if any).

I understand that I have an obligation to inform my supervisor and Board of Education Office of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation about the School District of Neillsville standards, policies, or procedures. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the School District of Neillsville incurred by me (an example may be a traffic citation, e.g., parking ticket, received as a result of my operation of a School District of Neillsville motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the School District of Neillsville and an employee (or group of employees) conflicts with any provision of these handbooks, the contract shall govern with respect to that issue.

---

Printed Name	Signature	Date
--------------	-----------	------

*(The Board of Education Office will maintain this page in the employee's personnel file. After the employee ceases employment with the School District of Neillsville, the district will maintain this record pursuant to its records retention schedule, or if none, for a period of not less than 7 years).*