

School District of Neillsville  
2020- 2021 Supervisory and Confidential Staff  
Handbook



# **SUPERVISORY AND CONFIDENTIAL STAFF HANDBOOK**

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## **Introductory Statement**

This Supervisory and Confidential Staff Handbook has been prepared for all supervisory and confidential staff. The 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 provisions set forth in this Handbook may be altered, modified, changed, or eliminated at any time by the District with or without notice. This Handbook supersedes any and all previous handbooks, statements, policies, and administrative guidelines, rules, or regulations given to supervisory and confidential staff, whether verbal or written. All supervisory and confidential employees are at-will employees.

Finally, no attempt has been made to include all employment policies, administrative guidelines, rules, or regulations applicable to supervisory and confidential staff in this Handbook. All supervisory and confidential staff are subject to all District provisions governing employment regardless of whether contained or referenced herein. Additional information and resources are included in the 2020-21 Staff Handbook.

## **Health Examinations for Supervisory and Confidential Employees**

The District requires, as a condition of employment, that all new supervisory and confidential employees obtain a physical examination, including a tuberculin survey. Freedom from tuberculosis in a communicable form is a condition of employment. If the supervisory or confidential 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 Board shall pay the cost for any required physical examination, which shall be performed by the District's authorized clinic. If a supervisory or confidential employee chooses to go to his/her own personal physician, the supervisory or confidential employee will 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 District that the person is free from tuberculosis in a communicable form. Subsequent physical examinations will be required at intervals determined by the School Board, consistent with state and federal laws and any applicable collective bargaining agreement provisions.

A supervisory or confidential employee may request an exemption from the physical examination requirement for religious reasons by filing an affidavit with the Board stating that the supervisory or confidential 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 supervisory or confidential employee is to the best of the teacher's knowledge and belief in good health and that the supervisory or confidential employee claims exemption from health examination on these grounds. If there is reasonable cause to believe that a supervisory or confidential employee who has requested an exemption is suffering from an illness detrimental to the health of the pupils, the school board may require a health examination sufficient to determine whether the supervisory or confidential employee is suffering from such an illness. The School Board shall not discriminate against any supervisory or confidential employee for filing an affidavit seeking an exemption from the physical requirement.

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

LEGAL REF: Wis. Stat. § 118.25

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

### **Payroll for Supervisory and Confidential Employees**

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

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

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

LEGAL REF: Wis. Stat. § 109.03

### **Direct Deposit for Supervisory and Confidential Employees**

The District will pay supervisory and confidential employees through direct deposit to an account at a financial institution of the supervisory or confidential employee's choice.

Supervisory and confidential employees will provide the District office with information needed to accomplish the direct deposit payroll process. Supervisory and confidential employees must enroll in direct deposit within fifteen (15) calendar days of the time of hire or rehire. Supervisory and confidential 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 supervisory or confidential employee.

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

## **Personnel Records for Supervisory and Confidential Employees**

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

Personnel records shall be maintained in accordance with state and federal laws and regulations and shall be retained in accordance with the District's record retention schedule. A supervisory or confidential employee shall have the right to review personnel records as permitted by state and federal laws.

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

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



### **Compensation for Supervisory and Confidential Employees**

All wages for supervisory and confidential employees shall be determined by the Board of Education. Wages shall be adjusted to comply with federal and state minimum wage regulations, as necessary.

Supervisory and confidential employee whose work performance does not meet expectations may have their wages frozen or reduced.

## **Fringe Benefits for Supervisory and Confidential Employees**

### **Health Insurance**

The Neillsville School Board (Board) shall provide a group health insurance plan for supervisory and confidential employees who work at least seven hundred twenty (720) 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 his/her hours reduced, shall have his/her insurance coverage determined based upon his/her new scheduled work hours. The Board may change the health insurance carrier, health insurance plan, and health insurance benefits at its discretion.

The Board 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 supervisory and confidential employees who work at least two thousand eighty (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 Board 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 one thousand three hundred fifty (1,350) hours per year in a position or combination of positions.

The Board 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 supervisory and confidential employees who work at least one-thousand eighty (1,080) hours per year in a position or combination of positions.

### **Dental Insurance**

The Board shall provide a group dental insurance plan for supervisory and confidential employees who work at least seven hundred twenty (720) 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 Board may change the dental insurance carrier, dental insurance plan, and dental insurance benefits at its discretion.

The Board 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 supervisory and confidential employees who work at least two thousand eighty (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 board.

The Board 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 supervisory and confidential employees who work at least one thousand three hundred fifty (1,350) hours per year in a position or combination of positions.

The Board 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 supervisory and confidential employees who work at least one-thousand eighty (1,080) hours per year in a position or combination of positions.

### **Long-Term Disability**

All supervisory and confidential 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 District shall pay one hundred percent (100%) 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. 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.

### **Short-Term Disability**

The Board shall make a short-term disability insurance plan available to supervisory and confidential employees in the District. Supervisory and confidential employees shall be responsible for the entire premium amount for such coverage. The Board may change the short-term disability insurance carrier, short-term disability insurance plan, and short-term disability insurance benefits at its discretion. 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.

### **Life Insurance**

The Board shall make a life insurance policy available through the Wisconsin Group Life Insurance Program to staff in the District who meet all the life insurance carrier's eligibility requirements. The Board shall contribute twenty percent (20%) towards the cost of this policy. The Board may change the life insurance carrier, life insurance plan, and life insurance benefits at its discretion.

### **TrustSecure/403(b) Plans**

Supervisory and confidential employees shall have the option to enroll in a TrustSecure or 403(b) plan. Employees may obtain more information about these plans by contacting the District office.

### **Wisconsin Retirement System (WRS) Benefits for Supervisory and Confidential Employees**

The Board of Education of the School District of Neillsville shall make the full employer's contribution to the WRS, as approved by the Employee Trust Fund Board for all supervisory and confidential employees who are eligible for the WRS.

LEGAL REF: Wis. Stat. § 40.05

### **Worker's Compensation for Supervisory and Confidential Employees**

A supervisory or confidential employee who is injured on the job should immediately notify the District Administrator. Such employee must complete and return the First Report of Injury form within twenty-four (24) hours of the injury to the District Office. First Report of Injury forms are available in the District Office.

A supervisory or confidential employee who is injured on the job will have his/her claim handled in accordance with Wisconsin statutes. A supervisory or confidential employee who is injured and unable to work may use his/her sick leave to supplement any worker's compensation payments to receive an amount equal to his/her regular wage.

An injured supervisory or confidential employee may be offered a light duty assignment at the discretion of the District.

LEGAL REF: Wis. Stat. Ch. 102

## **Paid Holidays for Supervisory and Confidential Employees**

### **Supervisory and Confidential School Year Employees**

Supervisory and confidential school year employees are entitled to pay for the following holidays:

Memorial Day  
Labor Day  
Christmas Day

Supervisory or confidential 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.

### **Supervisory and Confidential Twelve (12) Month Employees**

Supervisory and confidential twelve (12) month 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

Supervisory and confidential twelve (12) month 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.

### **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 District.

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

### **Personal Leave for Supervisory and Confidential Employees**

Supervisory and confidential 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 a quarter (1/4) hour or more.

Supervisory and confidential employees who wish to use personal leave must request approval in the Skyward 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 will be limited based on the availability of substitutes.

### **Vacation for Supervisory and Confidential Employees**

For twelve (12) month employees, paid vacation days shall be granted in accordance with the following schedule:

Upon employment	Five (5) work days
After completing 6 months of employment	Five (5) additional work days
After 1 year of employment	Ten (10) work days
After 2 years of employment	Ten (10) work days, plus one (1) work day for every year of employment over one (1) year, up to a maximum of twenty (20) work days.

Vacation may be taken in one quarter (1/4) hour 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.

Supervisory and confidential employees must request and receive approval to use vacation from the District Administrator, in the Skyward Management System, prior to use.



## **Sick Leave for Supervisory and Confidential Employees**

Twelve (12) month supervisory and confidential employees will be granted twelve (12) days of sick leave at the beginning of each fiscal year. Ten (10) month supervisory and confidential 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 supervisory and confidential employees will be granted nine and one-half (9 1/2) days of sick leave at the beginning of each fiscal year. Supervisory and confidential employees may accumulate unused sick leave up to one hundred (100) days.

At the end of each fiscal year, the Board will reduce supervisory and confidential employees' accumulated, unused sick leave to one hundred (100) days. Supervisory and confidential employees who worked seven (7) hours per day or more during the year will receive fifty dollars (\$50) for each accumulated, unused day of leave over one hundred (100). Supervisory and confidential employees who worked less than seven (7) hours per day during the year will receive twenty-five dollars (\$25) for each accumulated, unused day of sick leave over one hundred (100).

### **Sick Leave Allowable Uses**

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. An employee is limited to the use of up to five (5) days of accumulated sick leave per fiscal year for illness in his/her immediate family. Immediate family includes the employee's child(ren), parent(s), spouse, sibling(s), grandparent(s), grandchild(ren), father-in-law, mother-in-law, step-father-in-law, and step-mother-in-law. A physician's certification to verify an illness or injury may be required at the discretion of the District.

Employees may use sick leave in increments of one-quarter hour.

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

For scheduled absences, such as medical appointments, supervisory and confidential employees must request advance approval, in the Skyward Management System, for such absences from his/her immediate supervisor. For unscheduled absences, when a supervisory or confidential employee is prevented from completing his/her assigned work due to personal illness or illness of his/her immediate family, the supervisory or confidential employee must notify his/her immediate supervisor of his/her absence as soon as possible before the start of his/her regularly scheduled hours.

### **Bereavement Leave for Supervisory and Confidential Employees**

Supervisory and confidential employees will be allowed up to three (3) days for absence due to each death in their immediate families. For purposes of this policy, immediate family includes an employee's father, mother, brother, sister, spouse, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren, stepfather, stepmother, step brother, step sister, stepson, stepdaughter, son-in-law, daughter-in-law, step-father-in-law, and step-mother-in-law.

A supervisory or confidential employee who needs to use leave under this policy must request approval in the Skyward Management System from his/her immediate supervisor prior to his/her absence.

Support staff employees will 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.

### **Military Leave for Supervisory and Confidential Employees**

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

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

A supervisory or confidential employee on leave shall notify the District of his/her intent to return to work in a timely manner following his/her period of military service. Failure to notify the employer of his/her intent to return within a reasonable period may subject the supervisory or confidential employee to disciplinary action up to and including termination for unexcused absence. A supervisory or confidential 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 REF: 38 U.S.C. § 4301 et seq.

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

### **Jury Duty Leave for Supervisory and Confidential Employees**

A supervisory or confidential employee serving as a juror or subpoenaed to a federal or state court of record shall be excused from work on the days he/she serves such court in that capacity. A supervisory or confidential employee who is unable to attend work on any days that he/she is regularly scheduled to work will be paid the difference between his/her 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 his/her regular hourly rate for the total hours missed. The supervisory or confidential employee shall remit to the District the fee received less the amount received for expenses incurred for such duty and no pay will be deducted from his/her regular payroll check. Satisfactory evidence of such subpoena or jury duty and the amount of fees received shall be furnished to the District within ten (10) days of the absence.

Leave shall not be granted under this policy where a supervisory or confidential employee is a party to a lawsuit against the District or where a supervisory or confidential employee is a criminal defendant.

### **Unpaid Leave for Supervisory and Confidential Employees**

A supervisory or confidential employee who has exhausted all of his/her paid leave may request unpaid leave from the District Administrator. The District Administrator may approve a request for unpaid leave for a period of up to six (6) months at his/her discretion. A supervisory or confidential employee who anticipates a need to use unpaid leave must make his/her request to the District Administrator as far in advance as possible in the Skyward Management System.

## **Family And Medical Leave Policy**

The District 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 District Administrator. 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 District for a total of at least twelve (12) months and have actually worked at least 1,250 hours in the preceding 12-month period. To qualify for Wisconsin FMLA, employees must have been employed for more than 52 consecutive weeks and have worked or been paid at least 1,000 hours in the preceding 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 District 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 12 workweeks of unpaid leave per 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:

- 2 weeks for the employee’s own serious health condition
- 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
- 6 weeks to care for the employee’s child after birth or adoption

The District will calculate the federal FMLA 12-month period as the calendar year. Under federal FMLA, leave for birth, adoption or foster care placement must be concluded within 12 months of the birth or placement for adoption or foster care. If both parents work for the District, the employees will share one 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 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 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 12 weeks of leave afforded for a qualifying exigency is not in addition to the general 12 weeks afforded under the federal FMLA. An employee is entitled to no more than 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 26 weeks of leave during a single 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 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 26 weeks of leave afforded for servicemember care is not in addition to the general 12 weeks afforded under the federal FMLA.

Married Employees. Married employees who both work for the District are limited to no more than an aggregate of 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 18, or be 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 30 days' written notice of the need for FMLA leave. When 30 days' notice is not possible, employees are expected to give as much written notice as is practical. Please see the District Administrator 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 District 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 District 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 District if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The District may require an employee who is requesting FMLA leave to provide medical certification for the leave. Employees will have 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 District 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 District may also require clarification of an incomplete or insufficient certification. Before the District 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 District 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 District 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 District 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 District will inform employees who have requested leave whether they are eligible for leave, specify any additional information needed, and inform the employee of his/her rights and responsibilities. If the employee is not eligible for leave, the District will provide a reason for the ineligibility. The District 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 District 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 District 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 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, son, or daughter 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 District'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 District 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 20 percent of the total number of working days over the period the leave would extend, in order to minimize the disruption to the educational process, the District may require the employee to choose either to:
  - 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 District may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position, or delay the taking of leave until the employee has given the necessary notice.
- If the employee begins a leave more than five 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 District 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 District may require the employee to continue taking leave until the end of the semester if the leave will last more than two weeks, and the employee would return to work during the two-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 District 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 District requires the employee to continue taking leave to the end of the semester, only the period of leave until the employee is ready and able to return to work will be charged against the employee's FMLA leave entitlement. However, the District will maintain the employee's group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.

### ***SUBSTITUTING PAID TIME OFF***

#### Use Of Paid Leave

FMLA leave is unpaid leave. However, employees have the right or employers may require in certain cases, that the employee use accrued paid leave during FMLA leave. During any portion of leave covered by the WFMLA, the employee may elect to or not to use paid leave. When paid benefits are substituted for the otherwise unpaid time, the employee is using the benefits concurrently with FMLA leave, and those benefits will not be available to the employee later. When paid benefits are substituted, the employee may be required to satisfy any procedural requirements of the District's paid leave policy (for example, advance notice to use paid leave, use of paid leave in established increments, etc.). If an employee does not meet qualifications to use paid leave, that will not affect the employee's ability to use FMLA leave if the leave qualifies as FMLA leave.

During any portion of leave that is covered by the federal FMLA only, the District 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 normally pay a portion of the premium for insurance coverage must continue to do so during the period of FMLA leave. If paid leave is substituted for unpaid leave, the employee's portion of the premium will be deducted from the employee's paycheck. For those employees on unpaid leave, payment arrangements must be made prior to the start of the leave, or as soon as practicable. A 30-day grace period will apply to premium payments. If payment is not made within the grace period, the employee's group health/dental insurance may be terminated retroactive to the date coverage was last paid for. The District will provide 15 days' notification prior to the employee's loss of coverage.

If the District 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 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 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 District 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 District 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 Human Resources. The District 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 District hardship.

See FMLA Posters, which are posted in 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. Stats. § 103.10  
Wisconsin Family & Medical Leave Act Regulations - Wis. Admin. Code DWD 225

## **Bone Marrow Or Organ Donor Leave Policy**

Employees who have worked for the District for more than 52 consecutive weeks and worked at least 1,000 hours during the preceding 52 weeks are eligible for leave to be a bone marrow or organ donor. The employee may take up to six weeks of leave in a 12-month period for the purpose of serving as a bone marrow or organ donor if the employee provides the District 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 District'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 District. 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. 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 law-  
Wis. Stats. § 103.11

### **Attendance, Absenteeism, and Tardiness for Supervisory and Confidential Employees**

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

Supervisory and confidential 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 supervisory and confidential employees to provide their immediate supervisors with prior notification that they will be absent for all or part of their regularly scheduled work days. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination.

Supervisory and confidential employees will be considered tardy if they arrive at work after the start of their regularly scheduled work days without a valid reason for their late arrivals, as determined by the District, and prior notification to their immediate supervisors. Supervisory and confidential employees who are absent for part or all of a regularly scheduled work day 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 District 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.



### **Discipline and Discharge for Supervisory and Confidential Employees**

Supervisory and Confidential employees may be disciplined and/or discharged for any reason so long as it is not discriminatory or otherwise prohibited by law.

### **Evaluations for Supervisory and Confidential Employees**

Supervisory and confidential employees will be evaluated at least one (1) time per year. Evaluations will be conducted by the District Administrator.

### **Resignation for Supervisory and Confidential Employees**

Supervisory and confidential employees who provide the District with two (2) weeks' notice of their resignations shall receive a payout of their accumulated, unused sick leave according to the following schedule:

- Supervisory and confidential employees who were scheduled to work seven (7) hours per day or more during the year: \$50.00 for each accumulated, unused sick day.
- Supervisory and confidential employees who were scheduled to work less than seven (7) hours per day during the year: \$25.00 for each accumulated, unused sick day.

The District reserves the right to not make the sick leave payout in instances where two (2) weeks' notice of resignation was not provided.

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

## Grievance Procedure

### 1. Purpose

The purpose of this Grievance Procedure is to provide a way for employees of the School District of Neillsville to resolve grievances concerning discipline, termination, or workplace safety.

This Grievance Procedure is intended to comply with Wis. Stat. § 66.0509(1m). This 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.

### 2. Definitions

**“Grievance”** means a written complaint related to the discipline or termination of an employee or to “workplace safety.”

**“Days”** means calendar days.

**“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.

**“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 under Wis. Stat. § 118.22, non-renewal of administrator contracts under Wis. Stat. § 118.24, 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 nondisciplinary reason.

**“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 District which is alleged by an employee to have been violated and to have substantially adversely affected the employee's safety at a District workplace.

### **3. 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.

### **4. 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 he/she intends to recommend that the Board terminate the employee's contract and the basis for that recommendation.
  2. The Board 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 Board shall apply the standard established in the handbook for discharge.
  4. The Board 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" at Step 5.D. of this Grievance Procedure by filing a grievance form with the Board President within seven (7) days of receiving written notice of termination. If no appeal is filed, the Board's decision shall be final.
- B. Non-Renewal of a Teacher or Administrator Contract Governed by §§ 118.22 or 118.24. The procedures for non-renewal of a teacher or administrator contract set forth in Wis. Stat. §§ 118.22 and 118.24, respectively, shall be followed, if applicable. If the Board non-renews the contract of a teacher or administrator for reasons other than the elimination of the position or a reduction in staff, pursuant to Wis. Stat. §§ 118.22 or 118.24, and the teacher or administrator wishes to appeal the non-renewal decision, the teacher or administrator shall file

an appeal requesting an “Impartial Hearing” at Step 5.D. of this Grievance Procedure by filing 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’s decision shall be final.

## 5. Process

- 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 Board. 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 4. 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. Additional information regarding the Impartial Hearing process is found in section 6 below.
- 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 Board 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. Additional information

regarding the Board's review on appeal of an IHO's decision is found in section 7 below.

## **6. 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 \$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 his or her 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 attorneys 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.

**7. 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

**EMPLOYEE GRIEVANCE FORM**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Termination

Discipline

Workplace Safety

**Are you an employee with a contract?                      Yes                       No**

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

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

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

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

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