



# Support Staff Handbook

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SCHOOL DISTRICT OF BLACK RIVER FALLS  
Inspiring Excellence

Revised 3-3-2015  
Approved 4-20-15

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**SCHOOL DISTRICT OF BLACK RIVER FALLS**

**SUPPORT STAFF HANDBOOK**

**TABLE OF CONTENTS**

**PERSONNEL POLICIES**

<b>Background Checks</b>	<b>4</b>
<b>Health Examinations</b>	<b>4</b>
<b>Personnel Records</b>	<b>5</b>
<b>Attendance, Absenteeism, &amp; Tardiness</b>	<b>6</b>
<b>Dress Code</b>	<b>6</b>
<b>Inclement Weather and School Closing</b>	<b>7</b>
<b>Parking</b>	<b>7</b>
<b>Personal Spaces – Desks and Lockers</b>	<b>8</b>
<b>Evaluation</b>	<b>8</b>
<b>Assignments, Transfers, &amp; Vacancies</b>	<b>8</b>
<b>Layoff/Recall</b>	<b>8</b>
<b>Prohibition Against Work Stoppage</b>	<b>9</b>

**WAGES AND FRINGE BENEFITS**

<b>Direct Deposit</b>	<b>9</b>
<b>Payroll</b>	<b>9</b>
<b>Catastrophic Leave Bank</b>	<b>10</b>
<b>Duty Free Time</b>	<b>13</b>
<b>Holiday Pay</b>	<b>13</b>
<b>Overtime</b>	<b>13</b>
<b>Seasonal Work</b>	<b>14</b>
<b>Call-In</b>	<b>14</b>
<b>Banquet/Catering Wage</b>	<b>14</b>
<b>Shift Differential</b>	<b>14</b>
<b>Extra Transportation Trips</b>	<b>14</b>
<b>Health Insurance</b>	<b>15</b>
<b>Dental Insurance</b>	<b>15</b>
<b>Wisconsin Retirement System (WRS)</b>	<b>16</b>
<b>Life Insurance</b>	<b>16</b>
<b>Short-term Disability Insurance</b>	<b>16</b>

## **REIMBURSEMENT OF COSTS**

<b>Mileage, Lodging, Meals &amp; Incidentals</b>	<b>16</b>
<b>Bus Parking</b>	<b>16</b>
<b>Bus Driver/Mechanic Licensing</b>	<b>17</b>
<b>Alcohol/Drug Testing &amp; CDL Physicals for Bus Drivers/Mechanic</b>	<b>17</b>
<b>Special Education License</b>	<b>17</b>

## **LEAVE**

<b>Sick Leave</b>	<b>18</b>
<b>Personal Leave</b>	<b>19</b>
<b>Bereavement Leave</b>	<b>19</b>
<b>Vacation</b>	<b>19</b>
<b>Jury Duty Leave</b>	<b>20</b>
<b>Unpaid Leaves of Absence</b>	<b>20</b>
<b>Military Leave</b>	<b>21</b>
<b>Family and Medical Leave Policy</b>	<b>22</b>

<b>EMPLOYEE GRIEVANCE POLICY AND PROCEDURE</b>	<b>30</b>
--	-----------

<b>EMPLOYEE GRIEVANCE FORM</b>	<b>40</b>
--------------------------------	-----------

<b>ACKNOWLEDGMENT OF RECEIPT</b>	<b>41</b>
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This handbook has been prepared to acquaint support staff with various employment-related policies in the School District of Black River Falls. For purposes of this handbook, “support staff” includes all regular full-time and regular part-time food service, aides (paraprofessionals), custodial/maintenance, secretarial personnel, and transportation (bus drivers/mechanic) employees of the District, but excludes substitute employees, limited term employees, temporary employees, students, summer cleaning employees, transportation dispatcher, professional, supervisory, managerial and confidential employees.

## **PERSONNEL POLICIES**

### **BACKGROUND CHECKS**

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

The District shall conduct criminal background checks on current employees every five (5) years. Employees are obligated to report any subsequent criminal convictions to the District Administrator. If a cause for concern arises, it will be handled on a case-by-case basis.

LEGAL REF:           Wis. Stat. § 111.335

### **HEALTH EXAMINATIONS**

The District requires, as a condition of employment, that all new employees obtain a physical examination, including a tuberculin skin test. Freedom from tuberculosis in a communicable form is a condition of employment. If the employee’s tuberculin skin test is positive, a chest X-ray shall be required.

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

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

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

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

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

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

### **PERSONNEL RECORDS**

A personnel file shall be maintained for each regular full-time and regular part-time employee in the District and may contain such information as applications, college credentials, transcripts, references, evaluations, and other pertinent employment information. The personnel file shall be maintained 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. An 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. An employee shall have the right to review personnel records as permitted by state and federal laws. Employees who wish to access their personnel files must complete and submit a request form, which may be found on the District's website. After the request has been submitted, the employee will be contacted by the District Office to arrange an appointment within two business days.

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 an employee to inspect or copy records concerning the employee will be handled by the legal custodian.

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

### **ATTENDANCE, ABSENTEEISM AND TARDINESS**

The success and efficiency of the District relies on the timely and consistent attendance of its employees.

Support staff employees must notify their immediate supervisor 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 support staff employees to provide their immediate supervisor with prior notification that they will be absent for all or part of their regularly scheduled work days. For secretaries and aides, Skyward Employee Access (previously known as ERMA) and/or AESOP are to be used for these absences. For custodians, cooks and transportation employees, Employee Access is to be used for these absences.

Support staff employees are 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 supervisor. Support staff employees who are absent for part or all of a regularly scheduled work day without prior notification to their immediate supervisor, and approval from their immediate supervisor when required by policy, will result in said absences being considered unexcused.

### **DRESS CODE**

The image and representation of the District is reflected by the employees and their attire. The District expects that secretarial staff will dress in professional business casual attire. Custodians, bus drivers and cooks, due to their work assignments, will be allowed to wear blue jeans and it is acceptable for aides to wear colored jeans. Aides may wear blue jeans when appropriate for their assignment and as approved by their building principal (i.e. Early Childhood program, working with a student in shop class, supervising a field trip, etc.). Vests, blazers and skirts made of denim are acceptable forms of business casual attire.

Certain days may be designated as special days (e.g. Homecoming week) by the building principal or immediate supervisor. On such days, the principal or immediate supervisor may relax the dress code and allow all support staff members to wear blue jeans, Tiger apparel, including hooded sweatshirts, and other casual attire. Aides may wear hooded sweatshirts outside for regular playground supervision, but hooded sweatshirts should not be worn as a part of regular indoor attire.

## **INCLEMENT WEATHER**

### **School Closing**

Twelve (12) month custodial/maintenance and secretarial staff shall be required to report to work on days school is closed due to inclement weather. Other employees deemed necessary by the administration to operate the District shall report to work, if called. In the event school is closed due to inclement weather or another emergency, employees scheduled for less than 12 months may report to work on such day if the day will not be made up with an already scheduled snow make up day, may make-up on a schedule as approved by principal, or may request to use any available personal leave instead of making up the time. Employees will only be allowed to report to work on the first snow day not scheduled to be made up with students. Any snow day after that will be directed by the District and will be scheduled for make up the next day after the last student day.

### **Early Dismissal**

All employees, except custodians and secretaries, will be excused from work when their respective building is cleared of students and secured with no loss of wage or benefits. Custodians and secretaries may be released by the District Administrator or his/her designee for reasons of safety.

### **Late Starts**

All support staff employees are required to report to work at the regular starting time on days in which school is scheduled to start late. If an employee is unable to report to work at the regular starting time, he/she will be able to make up any time lost within ten (10) scheduled working days, subject to approval by the employee's immediate supervisor, provided that the time made up does not result in overtime being earned and provided that the make-up occurs within the contract year (prior to June 30). If an employee is unable to make up the time lost, he/she will be permitted to substitute his/her unused Personal Leave or Vacation time for the amount of time not worked due to the late start, provided that any Vacation time may be used in (1) hour or greater increments only.

## **PARKING**

All employees of the District must park in parking spaces that are designated for employees. Employees who work in buildings that require stickers to be displayed in their vehicles must display these stickers at all times while parked on District property.

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

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

Employees shall have no expectation of privacy in their personal work spaces on District property, including, but not limited to, desks, filing cabinets, lockers, storage spaces, and mailboxes. The District may, at any time, and for any reason, search such personal work spaces. Further, it is the expectation of the District that work areas on District property, including, but not limited to, offices and classrooms, shall only include professional and appropriate décor. Any employee, who displays unprofessional or inappropriate décor in his or her work area, as determined by the District, shall be asked to remove such décor.

## **EVALUATION**

During the first one hundred twenty (120) individual working days following the date of commencement of employment, an employee will be evaluated at least once. Thereafter, all employees will be evaluated at least once every two (2) years. The evaluation will be discussed with and signed by the employee, which only signifies receipt of the evaluation.

## **ASSIGNMENTS, TRANSFERS, AND VACANCIES**

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

Upon such a transfer within a classification, the transferee shall retain at least his/her previous rate of pay. No employee will be transferred into a position of less hours unless the employee agrees to such a transfer.

## **LAYOFF/RECALL**

In the event the District decides to layoff support staff employees, employees to be laid off will be given at least two (2) weeks' notice where practicable to do so. A reduction in hours of a support staff position does not constitute a layoff.

Within the job classification affected, the District will consider the following criteria when selecting an employee for layoff status: qualifications of the employees within the job classification, performance of the employees within the job classification (including evaluations and other formal or informal observations), and the overall compatibility of the employees within the job classification to duties of the position and/or interests of the students served by that position. If there is a tie in the application of the above criterion, length of employment will be considered.

Laid off support staff employees may be recalled to a vacant position within the same classification depending on the application of the criteria used for layoff. If such employees are



not recalled, the Board may consider recalling laid off support staff employees from different classifications depending on the application of the criteria used for layoff.

An employee will retain any rights to recall for a period of one (1) year after the effective date of the layoff. Upon reemployment, the employee shall retain the employee's accrued sick leave and, if recalled within the same classification, at least the same rate of pay when laid off.

The District shall mail notices by certified mail to the employee's last known address. If the District does not, within ten (10) days from the date of mailing the notice, receive written confirmation of the employee's acceptance or rejection of recall, the employee loses all rights to be recalled. An employee called back to work must report to work as soon as possible, but within five (5) days of acceptance of the job.

### **PROHIBITION AGAINST WORK STOPPAGE**

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

LEGAL REF: Wis. Stat. § 111.70

## **WAGES AND FRINGE BENEFITS**

### **DIRECT DEPOSIT**

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

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

### **PAYROLL**

Payroll payments for all District 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 on a weekend or holiday. Payroll payments will only be distributed to the employee and will not be distributed early.

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

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

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

LEGAL REFERENCE: Wis. Stat. § 109.03

### **CATASTROPHIC LEAVE BANK**

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

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

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

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

6. The Superintendent shall appoint a District Office designee to direct and administer the program.

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

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

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

**C. Eligible Employees:**

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

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

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

**E. Enrollment Procedures:**

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

All Black River Falls School District (BRFSD) employees are eligible. The District requests a minimum voluntary contribution of (2) days of sick leave upon joining and one or two days thereafter whenever an assessment is required. Any time the Bank falls below 600 hours, all participating members must contribute one (1) or two (2) days to stay in the Bank. The CLB Committee will determine the number of days assessed. The donated days of leave will be deducted from the donor's allocated days of sick leave. Any member not having a day accumulated at that time must commit a day from their next year's allotment. Employees who have accumulated 100 sick days will have all additional accumulated sick days added to the Bank. The sick leave bank will allow the

accumulation of days to a maximum of 400 days. The exception to this would be for the enrollment of new participants.

**F. Qualifying Criteria:**

The requesting employee shall:

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

**G. Process:**

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

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

**H. Termination:**

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

**DUTY FREE TIME**

Two (2) fifteen (15) minute breaks per day shall be provided to all full time personnel. One (1) fifteen (15) minute rest period per day shall be provided to all personnel who work at least four continuous hours per day, but less than full time.

Employees working at least six (6) hours per day shall receive a thirty (30) minute unpaid duty-free lunch period.

**HOLIDAY PAY**

Holidays for employees scheduled to work twelve (12) months are as follows:

1. Fourth of July
2. Labor Day
3. Thanksgiving Day
4. Day following Thanksgiving Day
5. Christmas Eve day
6. Christmas Day
7. New Year's Day
8. Good Friday
9. Memorial Day

Holidays for employees scheduled to work less than twelve (12) months are as follows:

1. Thanksgiving Day
2. New Year's Day
3. Memorial Day

When a holiday falls on a weekend, the District shall determine, based upon the school calendar, whether the Friday or Monday closest to the holiday will be the paid holiday.

Employees will be required to be on paid status their last regularly scheduled day before and their first regularly scheduled day after a holiday to be eligible for a paid holiday, unless an illness is verified by a physician's certificate or the employee is otherwise excused by the Director of Business Services.

**OVERTIME**

Overtime pay shall be calculated at 1.5 times the normal rate, or 1.5 times the blended rate for persons holding more than one position, for hours worked exceeding 40 hours per week, Sunday through Saturday. All holidays, or other paid leave, excluding vacation or personal leave, shall

be considered hours worked for the purpose of computing overtime. All overtime or extra time must be authorized by the employee's immediate supervisor prior to being worked. Compensatory time may be substituted for overtime pay if requested by the employee and approved by the Director of Business Services.

### **SEASONAL WORK**

Seasonal work during the summer months will not be posted and if within the scope of the classifications covered by this handbook shall be first offered to support staff employees that are covered by this handbook. If the work is within the duties of the employee's same classification, the employee will be paid at their regular hourly wage.

### **CALL-IN**

An employee called to work other than during his/her normal working hours shall be paid hourly for time worked and for at least a minimum of one (1) hour (i.e. to lock an open door).

### **BANQUET/CATERING WAGE**

Cooks assigned to perform duties associated with a banquet/catering job for the District shall receive a \$1.40 per hour more than their hourly wage whenever such duties are performed outside of the cooks' regularly scheduled hours and constitute duties outside of school lunch preparation.

### **SHIFT DIFFERENTIAL**

Full-time custodians hired prior to July 1, 2015 will be paid an additional \$.10 per hour for a shift that is scheduled to begin at or after 2:30 p.m.

### **BUS DRIVER MEETINGS/PROFESSIONAL DEVELOPMENT**

Drivers will be compensated for attendance at mandatory group bus department meetings or scheduled professional development at the rate of \$10.00 per hour. Drivers will record their time on their time sheet as additional time worked and will list the reason for the additional time.

### **EXTRA-TRANSPORTATION TRIPS**

Extra trips are defined as bus trips requiring the transportation of students for purposes of participating in curricular (i.e. field trips) or co-curricular activities (i.e. sports). Bus drivers who wish to be selected for extra trip assignments shall sign a list representing their interest. Trips will be assigned on a rotation basis. Advance notice of trips will be provided when possible. Drivers refusing extra trips will be skipped for that cycle unless the driver received less than twenty-four hours advance notice of the trip. Drivers assigned to a cancelled trip shall be placed on the cancelled trip rotation list for the next trip to be assigned.

Drivers will be paid a minimum of two (2) hours on an hourly basis for in-district extra trips, and a minimum of four (4) hours per trip for out-of-district extra trips according to rates contained in Appendix B. Extra trips which are canceled prior to the set start time will not result in extra trip payment. Extra trips which are canceled after the set start time will be paid the minimum rate of one (1) hour for in-district trips and two (2) hours for out-of-district trips, unless said cancellation is the result of hazardous weather conditions as determined by the District. Drivers will be paid \$10.00 per hour when driving a District vehicle or assisting in transporting a District vehicle to or from a location for repairs or maintenance at the request of the District.

### **HEALTH INSURANCE**

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

The District will contribute 90% of the premium for single or family coverage for 12-month or school year employees who work thirty-five (35) or more hours per week.

The District will contribute 90% of the premium for single or 50% of the premium for family coverage for 12-month or school year employees who work less than thirty-five (35) hours per week.

If both spouses are employed by the District, only one family plan will be provided.

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

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

### **DENTAL INSURANCE**

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

The District will contribute 100% of the single or family premium for all eligible full-time employees who work thirty-five (35) or more hours per week electing dental insurance.

The District will contribute 100% of each single premium or 50% of each family premium for all eligible part time employees who work less than thirty-five (35) hours per week electing dental insurance.

If both spouses are employed by the District, only one family plan will be provided.

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

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

### **LIFE INSURANCE**

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

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

### **SHORT-TERM DISABILITY INSURANCE**

Support staff employees are eligible for short-term disability insurance if they meet the eligibility requirements of the provider. Employees electing short-term disability insurance shall pay 100% of said short-term disability insurance premium.

## **REIMBURSEMENT OF COSTS**

### **MILEAGE, LODGING, MEALS AND INCIDENTALS**

The District will reimburse mileage to support staff employees furnishing their own vehicles and who are required by assignment to travel between schools, commencing at the first school assigned each day to the other school or schools and ending at the last school assigned each day. The reimbursable rate shall be the current IRS rate per mile.

Support staff employees who have been approved to travel on behalf of the District are expected to use a District vehicle if one is available. If a District vehicle is not available, the District will reimburse support staff employees for the cost of travel, in accordance with IRS rates. Additional costs for lodging, meals, and incidentals may be reimbursed with prior approval and in accordance with District procedures.

In order to receive reimbursement for costs covered by this policy, support staff employees must complete the expense voucher form in accordance with District procedures and submit it to their immediate supervisor for approval by the Director of Business Services.

### **BUS PARKING**

Bus drivers may park their bus at home overnight, provided it is mutually agreed upon between the driver and the District. Bus drivers with District approval for heater plug-in service for home parked busses will be reimbursed \$100.00 per school year.



### **BUS DRIVER/MECHANIC LICENSING**

The District shall refund the full cost of a CDL license with school bus endorsements after one (1) year of employment, to employees who require such licensure to perform their job duties in the District. The District will also pay the cost of renewing such licenses for continuing employees. Employees will be required to provide competent proof of the cost of obtaining or renewing their CDL license as a condition of receiving reimbursement under this provision. The transportation supervisor, if certified, shall serve as the examiner for all employees seeking to renew or obtain a CDL license and any costs associated with this examination will be reimbursable to the employee. The cost of using a private examiner to renew or obtain a CDL license will not be reimbursable to the employee unless the transportation supervisor is not certified to serve as an examiner. If an employee leaves the employ of the District, the employee will reimburse the District for the remaining pro rata value of the license at the time of separation from employment. Pro rata value shall be computed by taking the cost of the license divided by the number of years for which the license is valid to compute a per year value; the departing employee will reimburse the District for the value of all years remaining on the license at the time of departure. This provision shall apply to the mechanic, provided that the mechanic is required to maintain an appropriate CDL to perform his/her job functions.

### **ALCOHOL/DRUG TESTING AND CDL PHYSICALS FOR BUS DRIVERS/MECHANIC**

The District will pay the cost of alcohol and drug testing, and CDL physicals required by the District and by law, provided that the District may require employees to have physical examinations and drug testing performed at a facility of the District's choosing. The District will pay \$10.00 per hour, or minimum wage, whichever is greater, to drivers for time spent having such testing performed.

### **SPECIAL EDUCATION LICENSE**

Teacher aides who need to renew their license shall have the cost of the license renewal reimbursed by the District. Teacher aides will be required to provide competent proof of the cost of renewing their license as a condition of reimbursement under this provision. If a teacher aide leaves the employ of the District, the teacher aide will reimburse the District for the remaining pro rata value of the license at the time of separation from employment. Pro rata value shall be computed by taking the cost of the license divided by the number of years for which the license is valid to compute a per year value; the departing teacher aide will reimburse the District for the value of all years remaining on the license at the time of departure.

## **LEAVE**

### **SICK LEAVE**

#### **Sick Leave Accumulation**

Twelve (12) month employees will be granted twelve (12) sick leave days at the beginning of each school year. Less than 12 month employees will be granted 10 sick leave days at the beginning of each school year. Any unused days of sick leave may accumulate to one hundred (100) days. Annual sick leave shall be utilized prior to accrued sick leave. Employees who exhaust their annual and accrued sick leave during a year and then subsequently resign, are terminated or take an approved unpaid leave of absence prior to the end of the year, shall reimburse the District for the paid annual sick leave representing the prorated portion of the year during which the employee is no longer employed by the District. The District is authorized to withhold said amount from any monies due the employee, including salary. If an employee is unable to resume his/her duties at the beginning of the school year due to illness or other reasons for which use of accrued sick leave is allowed, he/she shall not be credited with any additional annual sick leave until he/she returns to work.

#### **Sick Leave Allowable Uses**

Sick leave may be used for the following reasons: employee illness, employee medical appointments, if they are unable to be scheduled on non-work time, and illness of the employee's spouse and child(ren). In the case of illness in the immediate family, an employee shall be allowed to use a maximum of six (6) paid sick leave days in any school year. Immediate family for this use shall be defined as follows: parent(s)(step), brother(s), sister(s), grandparent(s), sister(s)-in-law, brother(s)-in-law, grandchild(ren), father-in-law, mother-in-law, son(s)-in-law, and daughter(s)-in-law.

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

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

#### **Sick Leave Verification**

Generally, employees who are absent for three (3) or fewer days will not be required to provide a physician's statement confirming the illness, unless specifically requested by the Director of Business Services. Generally, employees who are absent for four (4) or more days will be required to provide a physician's statement confirming the illness, unless specifically exempted by the Director of Business Services at his/her discretion.

Employees who as of June 30 have in excess of 100 sick leave days available to them shall be paid the amount of \$20.00 per day for the excess days on or before July 15.

## **PERSONAL LEAVE**

Employees will be granted two (2) days of personal leave to be used from their accumulated sick leave at the beginning of each fiscal year. Personal leave may be used for any personal reason. Employees may carry over one unused day of personal leave to the following school year for a maximum accumulation of three (3) days.

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

Forty-eight hours advance notice shall be given to the employee's immediate supervisor in accordance with District procedures through Employee Access and/or AESOP, as appropriate, except when unforeseen circumstances preclude such notice. An employee's immediate supervisor may grant personal leave or vacation to no more than two individuals per classification on a given day except when unforeseen circumstances preclude the forty-eight hours advance notice of personal leave. Requests for personal leave must be pre-approved by the employee's immediate supervisor and will be granted on a first come-first served basis. Personal leave requests will be granted in the order in which they are received at the discretion of the building principal.

## **BEREAVEMENT LEAVE**

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

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

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

An employee may use one (1) day of accumulated sick leave for bereavement for the death of any person not listed in one of the above categories.

An employee who needs to use additional leave beyond that provided in this policy may be granted personal leave and/or unpaid leave upon request and at the discretion of the Director of Business Services.

## **VACATION PAY**

Twelve (12) month employees shall accrue vacation time during the period of July 1 to June 30, except those employees hired prior to July 1, 1993. Employees whose initial start date with the District is after July 1 of any year will have their initial vacation allocation prorated based on the first day of work. Thereafter, employees shall accrue vacation time based on the regular July 1 through June 30 period. Vacation is to be taken during the twelve (12) month period immediately following the year in which it is earned. The earned vacation schedule for twelve-month employees is as follows:

One year through two years 80 hours  
Three years through nine years 120 hours  
Ten years through fourteen years 140 hours  
Fifteen years or more 160 hours

Persons scheduled to work less than twelve months per year shall not accrue paid vacation.

A maximum of forty (40) hours of vacation time may be carried over from one fiscal year to the next with prior authorization from the Director of Business Services. All vacation leave must be scheduled and approved forty-eight (48) hours in advance with the employee's immediate supervisor. Vacation days may be used in one hour or greater increments only. An employee's immediate supervisor may grant personal leave or vacation to no more than two individuals per classification on a given day except when unforeseen circumstances preclude the 48 hours advance notice of vacation day.

### **JURY DUTY LEAVE**

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

A support staff employee who has been selected to serve as a juror and therefore needs to be absent from work, must notify his/her immediate supervisor of his/her absence as soon as possible, and not less than twenty-four (24) hours before the absence. The support staff employee should return to work once released from juror duties.

### **UNPAID LEAVES OF ABSENCE**

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

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

unpaid leave. Support staff employees will not be granted unpaid leave for the purpose of special circumstances on a yearly basis.

Support staff employees shall not be granted an unpaid leave of absence for the following reasons:

- Support staff employees may not use unpaid leave to work at another job.
- Support staff employees may not use unpaid leave to attend a non-district initiated convention.
- Support staff employees may not use unpaid leave for yearly family vacations.

Support staff employees who wish to use unpaid leave must request initial approval in writing from his/her immediate supervisor. If the unpaid leave is approved by the immediate supervisor, the request will be presented to the Director of Business Services. The administration shall evaluate each request for unpaid leave on a case by case basis, and shall have complete discretion to deny or grant such requests. The administration may base its decision to deny or grant unpaid leave requests on the basis of individual past requests, attendance, and other factors it deems relevant. During an approved unpaid leave of absence it shall be the responsibility of the employee to pay his/her full cost of insurance commencing on the first day of his/her absence.

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

### **MILITARY LEAVE**

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

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

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

LEGAL REFERENCE: 38 U.S.C. § 4301 et seq.  
Wis. Stat. §§ 321.63-321.65, 111.321, 111.355.

## **FAMILY AND MEDICAL LEAVE POLICY**

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

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

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

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

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

- For school year employees, if the employee is on leave at the end of one school year and the beginning of another, the leave will be considered consecutive, not intermittent, and the employee will be provided with any benefits over the summer vacation that he/she would normally receive if the employee had been working at the end of the school year. Summer vacation is not counted against a school year employee's FMLA leave entitlement.
- **Instructional Employees.** Special rules apply to “instructional” employees under the FMLA. The special rules affect the taking of intermittent leave or leave on a reduced leave schedule, or leave near the end of a semester. “Instructional employees” are employees whose principal function is to teach students in a class, small group, or individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include assistants or aides who do not actually teach nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists, or non-instructional support staff. The special rules for “instructional” employees include:
  - If an eligible employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or because of the employee’s own serious health condition, which is foreseeable based on planned medical treatment, and the employee will be on leave for more than 20 percent of the total number of working days over the period the leave would extend, in order to minimize the disruption to the educational process, the District may require the employee to choose either to:
    1. Take leave for a particular duration, not longer than the duration of the planned treatment. If the employee chooses this option, the entire amount of leave will be counted against his/her FMLA leave entitlement.
    2. Alternatively, the employee may transfer temporarily to an available alternative position, for which he/she is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave.
  - If the employee does not give required notice of foreseeable leave to be taken intermittently or reduced leave schedule, the District may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position, or delay the taking of leave until the employee has given the necessary notice.
  - If the employee begins a leave more than five 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 service member, the District may require the employee to continue taking leave until the end of the semester if the leave will last more than two weeks, and the employee would return to work during the two-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 service member, the District may require the employee to continue taking leave until the end of the semester if the leave will last more than five working days.
- If the District requires the employee to continue taking leave to the end of the semester, only the period of leave until the employee is ready and able to return to work will be charged against the employee's FMLA leave entitlement. However, the District will maintain the employee's group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.
- For the purposes of the WFMLA and FMLA, "child" means a biological, adopted or foster child, step child, legal ward, or a child of a person having day-to-day care for the child. Also, the child must either be under age 18, or be 18 years or older and unable to care for him/herself because of a mental or physical disability or serious health condition. "Parent" means biological parent, foster parent, adoptive parent, step parent or an individual who was responsible for the day-to-day care of the employee when the employee was a child. While the FMLA does not include parents of spouses or domestic partners in the definition of "parent", the WFMLA does.
- An employee may substitute any paid leave for WFMLA leave and may substitute any paid leave for which he/she is qualified under the terms and conditions of the District's paid leave policies for FMLA leave. As noted, in some cases, the District may require the employee to substitute paid leave for any portion of leave that is FMLA leave only. All substituted leave runs concurrently with WFMLA and FMLA leave. The terms and conditions of applicable sick/vacation/other leave usage are stated in the Board's policies. If an employee has any questions about how these policies relate to each other and the WFMLA/FMLA, the employee should contact the human resources department. If the employee does not meet the requirements for taking paid leave, the employee may still be



eligible to take unpaid WFMLA/FMLA leave.

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

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

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

- The District will maintain an employee's group health insurance benefits during any period of WFMLA and/or FMLA under the same conditions as if the employee continued to work.
- Upon an employee's return from WFMLA/FMLA covered leave, the employee will be reinstated to the same job or, if that job is not vacant, an equivalent job with the same pay, benefits, and terms and conditions of employment. If the employee's leave extends beyond the end of his/her allowable WFMLA/FMLA leave, these return rights provided by the WFMLA/FMLA laws will end.
- If the employee does not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave; (2) the continuation, recurrence, or onset of a covered service member's serious injury or illness which would entitle the employee to FMLA leave; or (3) other circumstances beyond the employee's control, the employee may be required to reimburse the District for its share of health insurance premiums paid on the employee's behalf during the FMLA leave.
- If an employee fails to return to work after the expiration of his or her WFMLA/FMLA leave, the employee will be subject to immediate termination unless an extension of such is granted by the Board or its designee. If the employee's inability to return to work is due to the continuation, recurrence or onset of the employee's own serious health condition, or of the serious health condition of the employee's spouse, child or parent, the employee must submit a written request for such an extension as soon as the employee realizes that he/she will not be able to return at the expiration of the WFMLA/FMLA

leave period. The District will consider each such request on a case by case basis. There is no guarantee that an extension will be granted.

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

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

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

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

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

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

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

## ADDITIONAL INFORMATION

Employees should also refer to the WFMLA and FMLA posters which are reproduced as the next two pages of this Policy. This Policy does not spell out all rights and responsibilities of the District's employees for every possible situation under the WFMLA and/or the FMLA. If an employee has any questions or desires additional information, he/she should contact the human resources department.

LEGAL REFERENCE: Federal Family and Medical Leave Act - 29 U.S.C. 2601, et. seq.  
Federal Family and Medical Leave Act Regulations-29 CFR Part 825  
Wisconsin Family & Medical Leave Act - Wis. Stats. §103.10  
Wisconsin Family & Medical Leave Act Regulations - Wis. Admin. Code  
DWD 225

## **EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT**

### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay 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 the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer 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, the 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 also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**



**For additional information:**  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
**WWW.WAGEHOUR.DOL.GOV**



U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WHD Publication 1420 Revised January 2009

# Wisconsin Family and Medical Leave Act

**Section 103.10, Wisconsin Statutes, requires that all employers with 50 or more employees display a copy of this poster in the workplace.** Employers with 25 or more employees are required to post their particular leave policy

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

- **Up to six (6) weeks leave in a calendar year for the birth or adoption of the employee's child, providing the leave begins within sixteen (16) weeks of the birth or placement of that child.**
- **Up to two (2) weeks of leave in a calendar year for the care of a child, spouse, domestic partner, as defined in § 40.02(21c) or 770.01(1) or parent or a parent of a domestic partner with a serious health condition.**
- **Up to two (2) weeks leave in a calendar year for the employee's own serious health condition.**

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

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

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

**STATE OF WISCONSIN  
DEPARTMENT OF WORKFORCE DEVELOPMENT  
EQUAL RIGHTS DIVISION**

201 E WASHINGTON AVE ROOM A300  
PO BOX 8928  
MADISON WI 53708

Telephone: (608) 266-6860  
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**Employee Grievance Policy and Procedure**

**Informal Resolution:**

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

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

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

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

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

**Time Limits for Filing a Grievance**

If the informal resolution process does not resolve the complaint, and the employee believes that his/her complaint satisfies the definition of a grievance, as defined below, the employee may initiate a formal grievance pursuant to the procedures described herein. A grievance involving

employee termination or discipline shall be filed no later than twenty-one (21) days after the employee receives notice of the discipline, termination or non-renewal of a contract pursuant to Wis. Stat. §§ 118.22 or 118.24. A grievance involving workplace safety shall be filed no later than twenty-one (21) days after the employee first attempts to resolve his/her workplace safety concerns through the informal resolution process.

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

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

**Definitions:**

- A. Grievant: A grievant is an employee whose own substantial interests related to termination, discipline, or workplace safety are adversely affected, denied, or controverted by a final administrative decision. In the cases of an employee with a definite term contract, a “final administrative decision” is defined to include, but not be limited to, a Board approved termination based on an informal hearing (See General Considerations, Paragraph C., below). In the case of a teacher or administrator non-renewal, a “final administrative decision” is defined to include a Board approved non-renewal following the procedures set forth in Wis.

Stat. §§ 118.22 or 118.24. Grievances of the same type and with similar fact situations may be consolidated at the discretion of the District Administrator or his/her designee.

B. Grievance: A grievance is a formal written complaint by an employee that a final administrative decision related to termination, discipline, or workplace safety violated, misapplied, or misinterpreted a local Board policy, administrative regulation or procedure, or specified federal or State law or rule, or in the case of an employee with a written employment contract, the terms of such written employment contract.

1. Employee Termination: The term “employee termination” shall be narrowly construed to mean a separation from employment initiated by the employer, (including, for purposes of an employee with a definite term contract, a separation from employment initiated by the employer which is effective during the term of the contract), but shall not include, without limitation by enumeration, the following:
  - a. Layoffs;
  - b. Workforce reduction activities;
  - c. Voluntary termination including, without limitation, quitting and resignation;
  - d. Job abandonment;
  - e. End of employment due to disability;
  - f. Retirement;
  - g. Death;
  - h. End of employment and/or completion of assignment of limited-term, temporary, seasonal, substitute, or part-time employees; or
2. Employee Discipline: The term “employee discipline” shall be narrowly construed to mean a suspension without pay, or a demotion or reduction in rank, pay, or other benefits, imposed by the employer for disciplinary reasons, but shall not include, without limitation by enumeration, the following:
  - a. Termination, non-renewal of teacher contracts under Wis. Stat. § 118.22, non-renewal of administrator contracts under Wis. Stat. § 118.24, layoffs or workforce reduction activities;



- b. Adverse employment actions other than a suspension without pay, or a demotion or reduction in rank, pay or other benefits, imposed upon the employer for disciplinary reasons;
  - c. Lateral transfers or reassignments;
  - d. Plans of correction or performance improvement;
  - e. Performance evaluations or reviews;
  - f. Documentation of employee acts and/or omissions in an employment file;
  - g. Oral or written warnings;
  - h. Administrative suspension with or without pay pending investigation of misconduct or nonperformance; or
  - i. Non-disciplinary wage, benefit, or salary adjustments, or reductions in assigned hours.
3. Workplace safety: The term “workplace safety” shall be narrowly construed to refer to (1) an existing condition that substantially endangers an employee’s health and safety; or (2) any workplace policy or procedure established by state or federal law or the Board to protect the safety and health of employees in the school district and, as used in this section, is alleged by an employee to have been violated and to have substantially adversely affected the employee’s safety at a District workplace.

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

**General Considerations**

- A. **Impartial Hearing Officer**: The Board shall adopt, prior to the beginning of each school year, or as the need arises, a resolution authorizing an Impartial Hearing Officer appointed by the Board to hold a grievance hearing and make a decision regarding the grievance. The Impartial Hearing Officer shall not be an officer, agent or employee of the Board at the time of appointment. The Board may approve a list of Impartial Hearing Officers, prior to the beginning of each school year (or as the need arises), to be called upon under this procedure.
- B. **Standard of Review**: The standard of review to be applied by the Impartial Hearing Officer of a final administrative decision giving rise to a grievance shall be based on the following, unless an alternative is provided in applicable policy, law, contract or collective bargaining agreement:

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

C. **Termination of an Employee with a Contract for a Definite Term:**<sup>1</sup> The required procedure for terminating an employee where there is an expectation of continued employment because of a contract for a definite term, a “cause” standard or another basis in law or fact, is as follows:

1. The District Administrator or his/her 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 at the next regularly scheduled Board meeting or a Special Board meeting within forty-five (45) days of the date of the written notice.
2. At the Board meeting to hear the termination recommendation, the Board shall hold an informal hearing, which means that the District Administrator or his/her designee (or in the case of the termination of the District Administrator, an individual designated by the Board President) will present a summary of the evidence and argument in support of the recommendation for termination, to be followed by an opportunity for the employee and his/her representative to present a summary of any

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

evidence and argument in response. An informal hearing, for purposes of this Grievance Policy and Procedure, is not a full-blown evidentiary hearing, i.e., there shall be no swearing of witnesses and no direct or cross examination of witnesses; and the rules of evidence do not apply.

3. The Board shall issue its decision, in writing, within seven (7) days of the informal hearing. If the Board accepts the recommendation to terminate the employee, the Board shall inform the employee, in writing, that the Board has terminated the employee's contract/employment and that, if the employee wishes to appeal the termination decision, the employee shall file an appeal at Level Two by filing a completed grievance form with the Board President within twenty-one (21) days of receiving written notice of termination. If no appeal is filed, the Board's decision shall become final.

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

### **Level One**

- A. The grievant may initiate a formal grievance by obtaining a grievance form from his/her immediate supervisor or designee or from the human resources manager or department, filling out the form, and providing a copy to his/her immediate supervisor and to the District Administrator. On the form, the grievant shall (1) identify the category of grievance (i.e., termination of an employee without a contract with a definite term, discipline, or workplace safety), (2) describe the attempts to resolve the complaint informally (if applicable), (3) identify the facts supporting the grievance, (4) specify the policy, rule, regulation, or law alleged to have been violated, and (5) describe the relief requested. In order to be considered, a grievance shall be filed, in writing, using the appropriate form.
- B. The District Administrator or his/her designee shall act on the grievance within seven (7) days of the filing of the grievance. If the District Administrator or his/her designee denies the grievance, he/she shall inform the grievant who shall have seven (7) days to appeal the denial to the Board by filing a letter of appeal with the Board President.

## **Level Two**

- A. Within ten (10) days after receipt of an appeal from a grievant, the Board President shall appoint an Impartial Hearing Officer as authorized by resolution of the school board. The Impartial Hearing Officer shall do the following:
1. Screen the grievance and determine whether it falls within one of the categories subject to the grievance procedure, whether the informal process was exhausted, if applicable, and whether it has been timely filed.
  2. Notify the parties of the time and location for the hearing at least fourteen (14) days before the hearing.
  3. Subpoena witnesses, as necessary to ensure their testimony, when requested by either party.
  4. Make evidentiary findings and conclusions. In the case of a grievance related to a termination, a teacher contract non-renewal under Wis. Stat. § 118.22, an administrator contract non-renewal under Wis. Stat. § 118.24, or discipline, the Impartial Hearing Officer shall determine whether a full-evidentiary hearing is needed to afford the employee the requisite due process, and, if so, shall allow the grievant to present evidence, call and question witnesses, cross-examine adverse witnesses, obtain copies of evidentiary materials and argue his or her case. The rules of evidence shall not apply at any hearing, but the Impartial Hearing Officer may exclude or limit irrelevant, repetitive, or redundant evidence or any evidence lacking probative value. The Impartial Hearing Officer, in the conduct of the proceeding, shall be mindful of the desire for a speedy and inexpensive resolution of any appeal brought before him/her.
  5. If the grievance is meritorious, in whole or in part, determine what relief is necessary to provide recompense to the grievant in a grievance that involves termination, contract non-renewal under Wis. Stat. §§ 118.22 or 118.24, or discipline, and in a grievance filed over workplace safety, determine what action is necessary to correct the hazardous condition, provided, however, that the Impartial Hearing Officer may not award attorney's fees or litigation expenses against the District at any time.
  6. The Impartial Hearing Officer shall expressly confine himself/herself to consideration of the precise issue(s) submitted on the grievance form and letter of appeal, if applicable, shall apply the applicable standard of review, and shall have no authority

to determine any other issue not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

7. The Impartial Hearing Officer will be without authority to make any decision which requires the commission of an act prohibited by law.
- B. The hearing shall be recorded and the grievant shall be given the opportunity to have the hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy, which may apply to the subject matter of the hearing, e.g. pupil confidentiality. The Impartial Hearing Officer shall consider whether to engage a court reporter in lieu of recording the hearing.
- C. The Impartial Hearing Officer shall issue a written decision no more than thirty (30) days after the hearing is concluded, unless the Impartial Hearing Officer notifies the parties that more time is needed and the reasons therefore. The need for post-hearing briefs, as determined by the Impartial Hearing Officer, shall be sufficient reason to extend the deadline.
- D. The Impartial Hearing Officer shall inform the parties that an appeal of his/her decision may be taken to the Board if filed within ten (10) days of the receipt of the decision of the Impartial Hearing Officer, after which the decision of the Impartial Hearing Officer shall become final.

### **Level Three**

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

- E. The Board or appeal panel shall review the grievance on the record established by the Impartial Hearing Officer unless it determines that additional information is needed. Each party may make a brief oral presentation to the Board or appeal panel to summarize his/her position. The appeal hearing shall be recorded and shall be held in closed session, unless the parties are allowed to present additional information, in which case the grievant shall be given the opportunity to have the evidentiary portion of the appeal hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy, which may apply to the subject matter of the hearing, e.g. pupil confidentiality.
- F. The Board or appeal panel may affirm, reverse, or modify the decision of the Impartial Hearing Officer. The Impartial Hearing Officer's decision will be reversed if the decision was:
1. In violation of constitutional provisions;
  2. In excess of the statutory authority or jurisdiction of the school district;
  3. Made upon unlawful procedure or in contravention of this Grievance Policy and Procedure;
  4. Affected by other error of law;
  5. Based upon improper application or interpretation of Board policy;
  6. Unsupported by substantial evidence in view of the entire record as submitted. (As used in this policy, *substantial evidence* means such relevant evidence as a reasonable mind would accept as adequate to support a conclusion), or otherwise erroneous;
  7. Arbitrary and capricious;
  8. Affected by the inappropriate application of the standard of review by the Impartial Hearing Officer; or
  9. In contravention of public policy considerations.
- G. Procedural errors, which do not have a substantial effect on the rights of the parties, shall not be grounds for reversal of any decision.
- H. The decision of the Board or appeal panel shall be final. The Board or appeal panel shall make every effort to send to the grievant and the District Administrator a written statement of its decision within a reasonable time after hearing the appeal.

**Retaliation**

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

**Request for Reconsideration of School Board Decision**

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

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

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





**SCHOOL DISTRICT OF BLACK RIVER FALLS**

**ACKNOWLEDGMENT OF RECEIPT OF**

**EMPLOYEE POLICIES AND HANDBOOK**

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

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

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

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

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

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

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