

SUPPORT/PROFESSIONAL STAFF HANDBOOK

BARNEVELD SCHOOL DISTRICT

The Barneveld School District does not discriminate on the basis of sex, race, color, religion, creed, age, national origin, ancestry, pregnancy, marital status, sexual orientation, or disability.

July 1, 2011

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EMPLOYMENT PROVISIONS

SCHOOL BOARD FUNCTIONS/MANAGEMENT RIGHTS

- A. The Board reserves the right to determine all salaries/benefits etc., to grant experience and merit pay increases at its discretion.
- B. The Board reserves the right to change, modify or alter any conditions of employment.
- C. The Board has the right to give compensation time off in lieu of overtime payments.
- D. Job descriptions are available in the Administration Office.
- E. A satisfactory criminal background check is required as determined by the District Administrator, before employment in the district is attained.
- F. All support staff employees have at-will employment with the district.
- G. The Board has all rights to operate, manage the school system and reserves the right to deviate from all provisions as determined by the Board or their designee.

FULL TIME EMPLOYEE BENEFITS

- A. A full time employee is one who works or is scheduled to work 40 hours per week, 52 weeks per year. Full time employees are eligible for the following benefits:
- B. Employees are eligible to participate in the insurance plans. Health/Dental insurance premiums will be paid as follows:
 - 1. The District will pay the following towards an employee's health and dental premiums (choice of one dental and one health premium on the District's carrier):

50% of the monthly health and dental premium.
 - 2. All support staff employees hired before July 1, 2003, who presently receive health and dental insurance, will remain eligible for health and dental insurance if they regularly work 20 hours or more during the school year.

3. Eligible employees choosing not to have district paid health and dental insurance will be paid \$2,175/year.
- C. Retirement Benefits: The District will pay 5% on the actual wages paid in an existing district approved retirement fund.
- D. Holiday pay: The following are paid holidays for full time (52 weeks/year) employees:
- | | |
|---------------------|---------------------|
| 1. New Year's Day | 4. Labor Day |
| 2. Memorial Day | 5. Thanksgiving Day |
| 3. Independence Day | 6. Christmas Day |
- E. Long Term Disability premiums will be paid by the district.
- F. Life Insurance premiums will be paid 100% for the employees that were hired prior to July 1, 2005. For employees hired July 1, 2005 and thereafter, the District will pay \$35/year toward life insurance premiums.
- G. Vacations: Paid vacations shall be granted to all full-time (52 weeks/yr) employees:
1. After one full year of employment (July 1 – June 30th) with the district, the employee shall be entitled to five (5) paid vacation days. It will be prorated if employment began after July 1 (Ex: if employment began October 1, the employee would receive 75% of 5 days or 3.75 days for the July 1 – June 30 period).
 2. After two full years of employment with the district, the employee shall be entitled to (10) paid vacation days.
 3. One day of paid vacation will be earned for each continuing year of employment to a maximum of twenty (20) paid vacation days. (Example – after 3rd year of employment = 11 days; after the 4th year = 12 days, etc.)
 4. All vacations must be scheduled and approved by their Supervisor/Principal/Administrator – 10 days prior to usage.
 5. Vacation time must be taken between July 1 and June 30 following the anniversary date of hire. Unused vacation after June 30 will not be carried over. The Administrator may waive this rule in exceptional cases.

H. Sick Leave/Personal Leave:

The following maximums are applicable to full time (52 weeks/yr) employees:

New employees hired July 1, 2005 and thereafter, 10 sick/personal leave will be granted each year accumulative to 90 days. The allotted sick days may be used in any combination as follows:

1. Personal illness.
2. Funerals in the employee's family.
3. Personal reasons must be approved in advance by their Supervisor/Principal/Administrator. A maximum of 4 days per year may be used in this manner.
4. Employees are responsible for submitting their personal day/sick leave requests to their supervisor. The Supervisor will determine whether to hire a substitute.

Note: Employees hired before July 1, 2005 will be granted fourteen (14) days sick/personal leave each year, accumulative to 90 days.

PART-TIME EMPLOYEE BENEFITS:

A part-time employee is one who works less than 40 hours per week, 52 weeks per year.

A. Sick Leave/Personal Leave shall be granted as follows:

New employees hired July 1, 2005 and thereafter will be granted 9 days sick/personal leave each year accumulative to 90 days. The allotted sick days may be used in any combination as follows:

1. Personal illness.
2. Funerals in the employee's family.
3. Personal reasons must be approved in advance by their Supervisor/Administrator. A maximum of 4 days per year may be used in this manner.
4. Employees are responsible for submitting their personal day/sick leave requests to their supervisor. The Supervisor will determine when to hire a substitute.

Note: Employees hired before July 1, 2005 will be granted eleven (11) days sick/personal leave each year accumulative to 90 days.

B. Long-term disability premiums will be paid by the district.

C. Retirement benefits: The District will pay 5% on the actual wages paid in an existing district approved retirement fund.

- D. Life insurance will be paid 100% for the employees that were hired prior to July 1, 2005. For employees hired July 1, 2005 and thereafter, the District will pay \$35/year toward life insurance premiums. The employee must work at least 20 hours/week for 38 weeks during the school year.

RESIGNATION

If an employee resigns, a resignation letter must be submitted informing the Administrator. In addition, an exit interview form must be completed and returned.

SCHOOL BOARD EXPECTATIONS/RULES

- A. Employees do not receive a paid lunch period. Time cards must reflect the starting and ending times for the lunch hour.
- B. Employees will only be paid for contracted hours. When overtime is anticipated, employees must have the prior approval of the Principal/District Administrator. This applies for any time beyond the agreed upon hours of employment.
- C. Breaks are to be taken when convenient to the work schedule. A fifteen minute break during the first half of the workday (including a 5 hour workday) and a fifteen minute break during the second half of the workday (8 hour employees), is appropriate. Breaks may not be used in lieu of a lunch period. Any other arrangements for combining breaks and lunch periods need to be approved by the Principal/District Administrator.
- D. Employees may leave the building during their lunch period, if the main office is notified.
- E. Employees are expected to acquaint themselves with all school rules and standards of conduct. Disciplinary action or termination may be invoked for any of the following:
 - a. Falsification/altering of any School District records, which could include employment applications, time cards, etc.;
 - b. unauthorized absenteeism and/or failure to notify the supervisor when the person will be absent; leaving work without notice during assigned hours; abusing break times;

- c. unauthorized disclosure of any school information, which may be contained in communications, school records, overheard in official staff conversations, or told the employee as “confidential”;
- d. sale, distribution, use, possession and/or under the influence of alcohol or other illegal controlled substances on school district property or at a school sponsored activity;
- e. fighting, verbal disruptive arguing, obscene or abusive language while at work, threatening/intimidating/coercing others on school district premises; carrying unauthorized weapons;
- f. insubordination towards a supervisor;
- g. refusal to comply with School District policies and procedures and/or following directives of a supervisor;
- h. creating unsafe or unsanitary conditions;
- i. theft or unauthorized use of school district equipment or property; loss, damage, destruction, or unauthorized removal of school district property from the premises;
- j. negligence in observing fire prevention or safety regulations; failure to report on-the-job injuries or unsafe conditions; failure to follow established procedures for cleaning and maintaining the school building and equipment;
- k. unwillingness or inability to work in harmony with others; displaying behavior that creates discord when dealing with students, teachers, parents, and other employees;
- l. any acts of harassment or discrimination;
- m. inappropriate dress;
- n. all personnel are responsible to their immediate supervisor, then to the building principal, and finally to the District Administrator;
- o. inappropriate use of technology, e-mail, the internet, etc.
- p. any other employee behavior as deemed inappropriate by the Administrator/School Board.

Grievance Procedure

A. Purpose & Scope

The purpose of this grievance procedure is to comply with the statutory requirements that the District have in place a grievance procedure that address employee terminations, employee discipline and workplace safety.

This grievance procedure does not create any substantive right to employment with the District, and unless provided otherwise by statute or court decision, it does not establish any standard for employee discipline or termination from employment (such as a “cause standard”).

B. DEFINITIONS

1. Employee termination.

Termination means an immediate and permanent cessation of the employment relationship.

If the employee has an employment contract, the standard governing the basis for termination shall be any statutory or court decisions governing termination during the term of a contract.

All other employees are considered at will employees and can be terminated for any reason or no reason provided there is no violation of applicable federal or state law.

Termination does not include workforce reduction activities including layoffs; voluntary termination including, without limitation, quitting and resignation; job abandonment; end of employment due to disability, retirement, death; or end of employment and/or completion of assignment for temporary, contract or part time employees.

Non-renewal of an employee covered by either Wis. Stat. §118.22 or §118.24 is not considered a termination, and the applicable statutory procedure will be followed.

2. Employee discipline.

Discipline is defined as a tangible employment action that results in a significant change in employment status – such as failing to promote, reassigning with significantly different responsibilities, a significant change in the monetary value of a benefit, or a reduction in monetary compensation.

3. Workplace safety.

Workplace safety means the conditions of employment related to physical health and safety of employees, as long as such conditions are not unenforceable under federal or state law, related only to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk.

4. Days means calendar days unless otherwise indicated.

5. Arbitrary or capricious action.

Arbitrary or capricious action on the part of the school district occurs when it can be said that such action is unreasonable or does not have a rational basis.

Arbitrary action is the result of an unconsidered, willful and irrational choice of conduct and not the result of the “winnowing and sifting” process.

C. GRIEVANCE PROCEDURE

A written grievance may be filed with the employee’s immediate supervisor (except where the employee’s immediate supervisor is the board of education) no later than ten (10) days from the date that the employee first became aware, or should have reasonably been aware, of the condition or circumstance giving rise to the grievance. The employee’s immediate supervisor may schedule a meeting with the employee to review the matter within ten (10) days of receiving the grievance. The immediate supervisor shall provide a written response within ten (10) days of receiving the grievance or within ten (10) days of the meeting, whichever is later.

The written decision provided above shall be final unless the employee files a written request with the District Administrator or designee no later than five (5) days from the date of the response required above. The District Administrator or designee may schedule a meeting with the employee to review the matter within ten (10) days. The District Administrator or designee shall provide a written response within ten (10) days of receiving the grievance or within ten (10) days of the meeting, whichever is later.

In the event the employee’s immediate supervisor is the board of education, the grievance shall be filed with the impartial hearing officer, and the timelines set forth in this paragraph shall apply to the initial filing and subsequent actions.

The District Administrator’s response shall be final unless the employee files a written request with the District Administrator no later than five (5) days of the date of the response above for a hearing before an impartial hearing officer. The District will provide a hearing officer who shall not be a District employee. The employee is granted a one-time right to request a different impartial hearing officer. The hearing shall be conducted as soon as practicable and may or may not be transcribed, subject to the

hearing officer's discretion. Witnesses may also present information but only in person and written documents may also be submitted, subject to the examiner's discretion. The appealing party carries the burden of production of evidence and proof. The hearing officer shall base the decision on whether the District's action was arbitrary or capricious. The hearing officer may request oral or written closing arguments and replies. The hearing officer shall provide a written decision to all parties.

The hearing officer's decision shall be final unless within fourteen (14) days of decision's date the employee files with the School District clerk a request for the School Board to review the hearing officer's decision. The Board has the right to approve, reverse or modify the hearing officer's decision. The Board shall examine any records produced at the hearing before the hearing officer and determine whether a rational basis exists for the written decision. The Board shall not conduct a de novo hearing. A simple majority vote of the Board shall decide the appeal and its decision shall be final. If the Board reverses or modifies a decision, it shall provide an explanation for its decision.

Failure to process a grievance by the grievant within the time limit, or agreed upon extensions, shall constitute termination of the grievance. Failure of a management representative to meet the time limits shall cause the grievance to move automatically to the next step in the procedure. Time limits may be extended by agreement in writing of the parties at any step of the procedure.