

## **SUPPORT STAFF HANDBOOK**

To include: Secretaries, Health Aides, Bookkeepers, Instructional Aides, Special Education Aides, Bus Monitor Aides

### **Introduction**

This Support Staff Handbook is a summary of some of the employment policies, procedures, rules and regulations of the Board of Education for the School District of Waupaca. However, this Support Staff Handbook should not be considered all inclusive. It has been prepared to acquaint employees with the policies, procedures, rules and regulations and to provide for the orderly and efficient operation of the District. Most of the employee questions will be answered in this Support Staff Handbook. However, if there are questions regarding the Support Staff Handbook, or matters that are not covered, they should be directed to your Building Principal or your immediate Supervisor. Employees are also responsible for adhering to the School District of Waupaca Board Policies, Administrative Policies and all applicable federal and state laws and regulations.

This Support Staff Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules or regulations contained herein constitute a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, expressed or implied. Nothing in this document is intended to create an employment contract. All of the District's Support Staff are employed "at will" and employment is not for any definite period, unless otherwise set forth in writing by contract or statute. The School District of Waupaca Board of Education reserves the right to add, delete, revoke, suspend, terminate or otherwise modify any or all of the below policies and procedures of employment in whole or in part, at any time with or without notice for the good of the School District of Waupaca.

This Support Staff Handbook supersedes all previous handbooks, statements, procedures, rules, regulations, labor contracts or any other documents governing the terms and conditions of employment addressed in this Handbook given to employees, whether verbal or written.

**1. Personnel Positions Covered by this Handbook include:** Secretaries, Health Aides, Bookkeepers, Instructional Aides, Special Education Aides, Bus Monitor Aides

**2. Definition of Employees**

2.1 Annual Full-Time Employee: an employee who normally works at least forty (40) hours per week for twelve (12) months of the year.

2.2 Annual Part-Time Employee: an employee who normally works less than forty (40) hours per week for twelve (12) months of the year.

2.3 School Year Full-Time Employee: an employee who works more than 1040 hours but less than 2079 hours per year during the school year.

2.4 School Year Part-Time Employee: an employee who works less than 1040 hours per year during the school year.

2.5 Temporary Employee: an employee who is filling a full-time or regular part-time position temporarily; or who is hired for a specific period of time or for a specific project, who will be separated from the payroll at the end of the time period or specific project.

### **3. Physical Examination and Tuberculin Skin Test**

As a requirement for employment, employees shall furnish evidence of a physical examination and skin Tuberculin test. Upon receipt of the standard results form established by the District, the Board of Education shall pay for the physical examination and skin tuberculin test in accordance with Board Policy.

### **4. Days/Hours of Work**

4.1 Holidays - If a holiday falls on a Saturday, Sunday, or a day school is in session, the actual date of the holiday will be determined by the District. In order to qualify for holiday pay, the employee must be on current pay status the workday immediately before, and the workday immediately after, the holiday in question. Employees shall be paid at their straight time hourly rate of pay for holidays.

4.1.1 Part-Time employees who work on intermittent days qualify for holiday pay only on those days they would normally work and will be paid their straight time hourly rate of pay for the number of hours they would normally work

4.1.2 Annual Full-Time Employees and Annual Part-Time Employees shall be granted the following holidays off with pay: New Years Day, Labor Day, Christmas Day, Good Friday, Thanksgiving Day, Memorial Day, Day After Thanksgiving, Independence Day, The last workday immediately preceding Christmas Day

4.1.3 School Year Only Full-Time Employees and School Year Only Part-Time Employees shall be granted the following holidays off with pay: Labor Day, Good Friday, Thanksgiving Day, Memorial Day, Day After Thanksgiving

## **5. Evaluations**

Employees will be evaluated pursuant to Board Policy.

## **6. Pay Periods**

Beginning September 10, 2012, payment shall be made on the 10<sup>th</sup> and 25<sup>th</sup> of each month by direct deposit into one designated bank account.

## **7. Employee Leave**

Employees become eligible for the following paid leave provisions beginning 6 (six) work weeks after the original date of employment. In this section, days are defined as the number of hours the employee is normally scheduled to work.

7.1 Sick Leave – Paid sick leave shall be earned by Annual Full-Time Employees, Annual Part-Time Employees, School Year Full-Time Employees, and School Year Part-Time Employees at the rate of one (1) day per month of service to a total of twelve (12) days per year. At least eleven (11) days must be worked in the calendar month to count as a month of service.

Sick leave is available for situations in which the employee is unable to conduct his/her duties due to his/her physical or mental illness. A doctor's statement and release may be required for absence from work.

An employee off work under sick leave must give notice to the immediate supervisor at least sixty (60) minutes in advance of their regularly scheduled starting time.

Annual Full-Time Employees may accumulate unused sick leave to a maximum of ninety (90) days. Annual Part-Time Employees, School Year Full-Time Employees and School Year Part-Time Employees may accumulate unused sick leave to a maximum of seventy (70) days. Employees who are absent for days in excess of his/her accumulated total shall have such additional days deducted from his/her salary and may be asked to apply for a leave of absence.

Employees accumulating more than the maximum number of days following the end of the fiscal year will be compensated at \$25.00 per day in excess of the maximum on the second July payroll.

Sick leave benefits shall be based on the hourly rate the employee would have received had he/she worked during such period.

7.2 Emergency Leave – Employees may accumulate up to .25 days per month to a maximum of three (3) days of emergency leave per year which can only be taken with the approval of his/her supervisor. Approval will be subject to the District's interpretation of an emergency. Emergency Leave days used shall be subtracted from sick leave.

7.3 Funeral Leave – Each employee shall be allowed up to three (3) days per occurrence to attend the funeral of a person having direct impact on the employee as determined by administration. Funeral leave days shall be subtracted from sick leave.

7.4 Personal Leave – Each employee shall be eligible for a personal day to take care of matters of personal concern. The personal day must be requested in writing at least 3 (three) work days prior to the leave and cannot be taken to extend a holiday or vacation break. The personal day may be denied by administration based on availability of substitutes and/or other scheduling considerations. If used, this day will be deducted from available sick leave.

7.5 Jury Duty - Employees on jury duty shall maintain their normal wage provided the jury duty pay he/she receives is signed over to the District. Employees are to return to work after being excused from jury duty during work hours.

7.6 Unpaid Leave of Absence - Any employee who wishes to absent his/herself from his/her employment for any reason not otherwise provided for in this Agreement, must make application for unpaid leave of absence from the Employer.

## **8. Rules**

8.1 Workday: The normal workday for all Annual Full-Time Employees and School Year Full-Time Employees shall consist of seven and one-half (7.5) to eight (8) consecutive hours (as determined by the District) excluding a duty free lunch period of one-half (1/2) hour, which must be taken. The

normal work day for all other employees shall be designated by the District.

8.2 Overtime: Overtime work hours for all employees shall be written on regular time cards if overtime requirements have been met. Overtime is paid at the rate of time and one-half for hours worked over 40 hours per week. All overtime must have prior approval from the District Administrator or his/her designee.

8.3 Breaks: Employees who work seven (7) or more hours per day or more shall be entitled to two (2) fifteen (15) minute breaks, the first to be taken during the first half of the shift and the second to be taken during the second half of the shift. Employees who work four (4) or more hours per day but less than seven (7) hours shall be entitled to one (1) fifteen (15) minute break. Breaks are to be taken on the premises. Breaks may not be taken during the last fifteen (15) minutes of a shift. Breaks may not be used to extend the lunch hour.

8.4 Summer Hour Exception to include all employees eligible for breaks as identified in 8.3: One fifteen (15) minute break may be taken to extend the noon hour or at the end of the day. Summer hours begin one week after the end of the school year for teachers and end one week before the first work day for teachers.

8.5 Any employee who must be absent temporarily from work shall request approval from his/her principal/supervisor.

## **9. Resignations**

Employees who intend to resign from their employment shall give written notice to the District as soon as possible, but at least ten (10) working days prior to the effective date of the resignation. Any employee who breaches this Article shall, at the District's discretion, forfeit any accrued benefits.

## **10. Staff Reduction - Layoff**

This section applies when the Board determines a reduction in the number of positions is necessary. In determining the positions and/or employee(s) to be laid off, the Board will act in the best interest of the District. In determining layoffs, the District will attempt to provide at least two weeks notice prior to layoff when possible. Decisions regarding recall will also be made by the Board in the best interest of the District.

## **11. Grievance Procedures**

### **11.1. Definitions**

11.1.1 A grievance shall mean a dispute regarding the application of

School Board policies pertaining to an employee's discipline or termination of employment, or a dispute concerning workplace safety. No grievance shall be processed under this policy unless it is in writing and contains all of the following:

- 11.1.1.1 The name and position of the grievant;
- 11.1.1.2 A clear and concise statement of the grievance;
- 11.1.1.3 The issue involved;
- 11.1.1.4 The relief sought;
- 11.1.1.5 The date the incident or alleged violation took place;
- 11.1.1.6 The specific provision of the Employee Handbook/Board Policy or workplace safety rule alleged to have been violated; and
- 11.1.1.7 The signature of the grievant and the date.

11.1.2 The term "days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee is scheduled to work. The time limits within which an action is to be taken under this Grievance Procedure shall be computed by excluding the first day and including the last day.

11.1.3 A "grievant" is an employee as defined by state statutes governing this Grievance Procedure. At the grievant's cost and request, he/she may be represented by a person of his/her choice.

11.1.4 "Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or Board Policy related to: safety of the physical work environment; safe operation of workplace equipment and tools; provision of protective equipment; training and warning requirements; workplace violence; and accident risk.

11.1.5 "Discipline" means oral reprimands (where a written record of the reprimand is placed in the employee's file), written reprimands, suspension and demotion. Discipline does not include performance reviews, work plans or corrective actions that do not include a reprimand or other adverse employment action.

11.1.6 "Termination" means discharge from employment. Non-renewals and layoffs (reduction in force) are not considered terminations and are not subject to this procedure.

## 11.2 Procedures:

11.2.1 Step 1. Within ten (10) days after the facts upon which the grievance is based or should have reasonably become known, the employee shall present the written grievance to his/her immediate supervisor. Support staff who report directly to the teacher shall consider the building principal their immediate supervisor for this purpose. The

immediate supervisor shall provide a written answer within ten (10) days of receipt of the grievance, with a copy to the District Office.

11.2.1.1 An employee who has been notified of termination may process the grievance commencing at Step 3.

11.2.2 Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievance may be submitted to the District Administrator within five (5) days after the grievant receives the Step 1 response. After receipt of the written grievance, the District Administrator, or his/her designated representative, will meet with the grievant within ten (10) days in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the District Administrator shall respond to the grievance in writing. The District Administrator shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this Grievance Procedure and otherwise properly processed as required by this Grievance Procedure. If the District Administrator is aware of other similar pending grievances, he/she may consolidate those matters and process them as one grievance.

11.2.3 Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievance may be appealed within ten (10) days after the grievant receives the Step 2 response. The grievant shall submit a written statement specifically describing the reason(s) for the appeal. If the decision at Step 2 is based, in whole or in part, on the basis of timeliness, scope of this Grievance Procedure or other failure of the grievant to properly follow this Grievance Procedure, the matter shall be referred to the Board who shall determine whether the matter should be processed further. If the Step 2 decision addresses only the merits of the grievance, the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the District Administrator. Any costs incurred by the IHO will be paid by the School District. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The burden of proof shall be "a preponderance of the evidence". In termination and discipline cases, the District shall have the burden. In workplace safety cases, the employee shall have the burden. The oral or written statements of students which would otherwise be hearsay, will be considered by the IHO without the direct testimony of students, if other, non-hearsay information is presented. The IHO may request oral or written arguments and replies. The IHO shall provide the parties with a written decision. The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add to, subtract from or modify the terms of the Employee Handbook/Board Policy or rule that forms the basis for the grievance.

11.2.4 Step 4. Either party may appeal an adverse determination at Step 3 to the School Board by filing written notice to the District Office

within ten (10) days of receipt of the decision of the IHO. The School Board shall, within thirty (30) days after submission of the appeal, schedule the review of the IHO's decision. The review will be conducted by the Board during a closed session meeting unless an open session is requested by the employee. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence and testimony produced at the hearing before the IHO. A majority vote of those members of the Board present shall decide the appeal within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding on all parties.

11.3 Timelines. Failure to process a grievance by the grievant within the time limits, or agreed upon extensions, shall constitute waiver of the grievance and the grievance will be considered dismissed and resolved on the basis of the District's last answer. Failure of a District representative to meet the time limits applicable to responding to the grievance shall constitute a denial of the grievance and applicable time limits for advancing the grievance shall apply. To encourage that grievances are addressed in a prompt manner the time limits set by this Grievance Procedure are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of all parties.

11.4 Exclusive Remedy. This procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this Grievance Procedure shall prevent any employee from addressing concerns regarding matters not subject to the Grievance Procedure with the administration and employees are encouraged to do so. Matters not subject to the Grievance Procedure that are raised by employees shall be considered by District representatives who have final authority, subject to any applicable Board policy or directive, to resolve the matter.

## **12. Compensation**

Mileage - Support Staff required by the District to drive their own vehicle shall be compensated at the IRS rate. All travel under this section is to have administrative approval.

## **13. Benefits**

13.1 Health Insurance - The District shall pay 82% towards the monthly premiums for Annual Full-Time Employees eligible for the family plan and 92% towards the monthly premiums for Annual Full-Time Employees eligible for the single plan. The District shall pay an additional 3% of the



premium for employees who choose to participate in the District's Health and Wellness program.

The District shall pay toward the cost of monthly premium for eligible Annual Part-Time Employees, School Year Full-Time Employees, and School Year Part-Time Employees (those who work at least 20 hours per week) according to the following schedule:

0 - 629 ---- None paid  
630 - 1039 ---- \$78/Single -- \$104/Family  
1040 - 1394 ---- \$104/Single -- \$187/Family  
1395 - 2079 ---- \$135/Single -- \$208/Family

13.2 Dental and Orthodontia Insurance - The District shall pay 100% towards the monthly premiums for Annual Full-Time Employees eligible for the family plan or the single plan. This plan is available to Annual Part-Time Employees, School Year Full-Time Employees, and School Year Part-Time Employees at the employee's expense if eligible as determined by the plan design.

### 13.3 Disability Insurance

13.3.1 Long Term Disability - The District shall pay the premiums for 90% long-term disability insurance for Annual Full-Time Employees.

The District shall pay 50% of the premium for 67% long-term disability insurance for Annual Part-Time Employees, School Year Full-Time Employees and School Year Part-Time Employees to the extent allowable under the plan. Only those employees who work at least 20 hours per week are eligible.

13.3.2 Short Term Disability - Annual Full-Time Employees, Annual Part-Time Employees, School Year Full-Time Employees, and School Year Part-Time Employees may participate in the short-term disability program at their own expense to the extent allowable under the plan. Only those employees who work at least 20 hours per week are eligible.

13.4 Life Insurance – In order to be eligible, an employee must be a permanent employee of the district meeting the work hour WRS eligibility requirements. Life Insurance coverage is strictly on a voluntary basis. The employee is responsible for 100% of the premium. The district will pay up to a 20% surcharge/administrative charge for a Basic Plan only for an employee who chooses to have Life Insurance coverage.

13.5 Flexible Spending Account - Employees may contribute to their own flexible spending account through a voluntary reduction from their paycheck.

13.6 Retirement - The Board will comply with the requirements of the Wisconsin Retirement System (WRS) as established by State Statutes and the Department of Employee Trust Funds.

#### **14. Emergencies/Closing of Schools**

Annual Full-Time Employees and Annual Part-Time Employees:

If the school day is starting late due to inclement weather, employees have the option of arriving at their regular time or arriving late with students. The immediate supervisor shall be notified of the employee's decision.

If the school day is ended early due to inclement weather, employees have the option of remaining to complete the day or leaving immediately after the students are dismissed. The immediate supervisor shall be notified of the employee's decision.

If the entire school day is canceled due to inclement weather, employees have the option of reporting to work for all or part of that day with the approval of their immediate supervisor.

Employees will be compensated for a total of one (1) work day (not deducted from sick leave or emergency leave). Any unworked time due to inclement weather and the related canceling of school beyond the day mentioned in the paragraph above, can be taken as emergency time with the proper form filled out, or can be taken as a salary deduction. The immediate supervisor shall be notified of the employee's decision.

School Year Full-Time Employees and School Year Part-Time Employees:

The above applies to this class of employees only if the time is not to be made up by teaching staff and/or students.

#### **15. Vacation**

All Annual Full-Time Employees shall be eligible for vacation with pay on the following schedule:

1-12 months inclusive employment - 5 work days or .4166 day per month

13 month - 5 years inclusive employment - 10 work days or .8333 day per month

5 years - and over inclusive employment - 10 work days + 1 additional day per year to a maximum of 20 days

Vacation time accrues from the anniversary date of initial full-time employment and is not accumulated from year to year. In order to count as a month of employment, at least 11 days must have been worked in the calendar month.

The vacation periods and number of employees on vacation at any given time shall be determined by the employee's immediate supervisor and approved by the District Administrator.

Vacation may be taken as it is earned and all earned vacation time must be taken by August 31st following the fiscal year (July 1 - June 30) in which the vacation time is earned, unless other arrangements are approved by the District Administrator. Any vacation time not taken by August 31st will be forfeited. It is recommended that office employees take at least 5 days of their vacation in succession.

Vacation pay shall be based upon the normal base hourly rate of each employee.

Employees terminating employment due to resignation (where such employees give the Employer a minimum of ten (10) working days advance notice of said resignation), discharge not for cause, death, or retirement shall be paid for all unused earned vacation. In case of death of an employee, unused earned vacation shall be paid to the immediate survivor. If no immediate survivor, to the estate of the employee.