

**BRILLION PUBLIC SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**BRILLION SUPPORT STAFF**

**HANDBOOK**

07/01/2020

## **Disclaimer Regarding the 2020-2021 School Year**

The 2020-2021 school year presents unprecedented and unpredictable challenges for the District, all staff, students, and families. It is the goal to continue the benefits, policies, practices, and other items described in this handbook during this time and to avoid permanent modifications in reaction to the challenges presented by and hopefully unique to this school year. However, to meet these challenges, the District will at times need to make changes to staff scheduling, staff break times and break duration, absence procedures, lunch period and recess supervision schedules, and other items that may come up throughout this coming year in order to properly staff the schools for student education while managing the public health recommendations that permit the schools to be open and safe for staff and students. Efforts will be made to minimize changes and to provide advance notice of any changes; however, this disclaimer is intended to put everyone on notice that content of this handbook is informational and actual practices may be varied as needed (See, "Employee Handbook" heading, page 1). Your understanding and cooperation is appreciated. The Board and Administration appreciates all employees who have through hard work and dedication allowed the students an opportunity to return to a closer to normal experience.

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# **Employee Acknowledgment Form**

## **Your Copy – Please Do Not Remove**

The District employee handbook describes important information about the Brillion Public School District. I understand that I should consult the District Administrator if I have any questions that are not answered in the handbook.

I understand and acknowledge that there may be changes to the information, policies, and benefits discussed in this handbook. I understand that the Brillion Public School District may add new policies to the handbook as well as replace, change, or cancel existing policies. I understand that as an employee of the Brillion Public School District, I am subject to all of the policies of the Board and that this Handbook is a guide as to those policies. I understand that handbook changes can only be authorized by the District Administrator or Board of Education of the Brillion Public School District.

**I understand and acknowledge that this handbook is not a contract of employment or legal document. I understand and acknowledge that my employment is at-will and that this handbook does not alter my employment status or guarantee employment for any definite period of time nor does this handbook constitute a guarantee of any benefits described herein. I have received this handbook and I understand that it is my responsibility to read and follow the policies contained or referenced in the handbook and any changes made to it.**

EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PLEASE SIGN BOTH COPIES. ONE COPY STAYS IN THIS HANDBOOK FOR YOU, THE OTHER RETURN TO THE DISTRICT OFFICE TO BE KEPT IN YOUR PERSONNEL FILE.**

# Employee Acknowledgment Form

## District Copy – Please Return to the District Office

The District employee handbook describes important information about the Brillion Public School District. I understand that I should consult the District Administrator if I have any questions that are not answered in the handbook.

I understand and acknowledge that there may be changes to the information, policies, and benefits discussed in this handbook. I understand that the Brillion Public School District may add new policies to the handbook as well as replace, change, or cancel existing policies. I understand that as an employee of the Brillion Public School District, I am subject to all of the policies of the Board and that this Handbook is a guide as to those policies. I understand that handbook changes can only be authorized by the District Administrator or Board of Education of the Brillion Public School District.

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EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PLEASE SIGN BOTH COPIES. ONE COPY STAYS IN THIS HANDBOOK FOR YOU, THE OTHER RETURN TO THE DISTRICT OFFICE TO BE KEPT IN YOUR PERSONNEL FILE.**

# **EMPLOYEE HANDBOOK**

This Handbook is a summary of some of the employment policies, procedures, rules and regulations of the District applicable to the support staff. The Handbook applies to the education support staff only. 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 employee questions will be answered in this Handbook. However, if there are questions regarding the Handbook, or matters that are not covered, they should be directed to the District Administrator or the employee's direct supervisor.

This Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes 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, implied or otherwise. All of the District's employees are employed "at-will", and employment is not for any definite period, unless otherwise set forth in writing by contract or by statute. The Board reserves the right to add, delete or change any or all of the below benefits as it feels necessary for the good of the District.

## **ARTICLE I**

### **Purpose**

- A. The Board shall operate and manage the school system and its programs, facilities, properties and school related activities of its employees, and it is expressly recognized that this operational and managerial responsibility includes, but is not limited to, the determination and direction of the working force; the right to subcontract for goods, services or work that is deemed desirable by the Board or the District Administrator; the right to plan, direct and control school activities; establish hours of employment; assign workloads; to maintain the effectiveness of the school system; to create, revise and eliminate positions; to establish and require observance of reasonable rules and regulations; to select, hire and terminate employees; to determine qualifications and conditions of employment; to promote or demote and to discipline and discharge employees. See also, Board Policies 543 and 545.1.
- B. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth.

## **ARTICLE II**

### **Equal Employment Opportunities**

The District will not discriminate against any employee or applicant for employment on the basis of age, race, creed, color, sex, marital status, national origin, religion, disability or sexual orientation, citizenship, pregnancy, political affiliation, arrest record, conviction record, military service, use or nonuse of lawful products off the District's premises during nonworking hours, and any other reason prohibited by state or federal law. See Board Policy 511 for further details.

## **ARTICLE III Harassment**

The school district of Brillion does not tolerate harassment in any form and will take all necessary and appropriate action to eliminate it, up to and including discipline of the offenders. It is the policy of the district to maintain and insure a learning environment and working conditions free of any form of harassment or intimidation towards and between students or its employees. This policy prohibits such harassment by any employee, student, parent, or other third party against the District's employees. See Board Policy 512. The policy provides more detail regarding this matter and provides employees with the appropriate procedures for raising complaints.

## **ARTICLE IV Drug-Free Workplace**

The Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is not tainted by the illegal use or evidence of illegal use of any controlled substance. For further information, see Board Policy 522.1.

## **ARTICLE V Employment**

To more adequately safeguard students and staff members, the Board may inquire into the background of persons recommended for employment or those presently employed by the District. See Board Policy 533.1 for additional information.

## **ARTICLE VI Staff Conduct**

Information on the expectations regarding appropriate staff conduct is available under Board Policy 522. All employees are expected to comport the values accordingly. Violations of this policy will subject the employee to disciplinary action as determined by the District Administrator.

## **ARTICLE VII SALARIES**

### **A. Salaries**

The School Board shall be responsible for establishing wages and salaries. The salaries of employees covered by this bargaining unit will be included in Appendix A. New hires and staff changes in categories will be placed at 85% of the top wages in their labor grade. Progression through the salary schedule is based upon a positive review(s) from employee supervisors.

**B. Overtime**

An employee's supervisor has the right to assign overtime. Employees who are assigned overtime will receive compensation at a rate of one and one-half times their base hourly rate for hours actually worked beyond forty (40) in a Sunday through Saturday week. Employees are not to work overtime without authorization. Doing so may result in disciplinary action.

**C. Pay Dates**

Employees will be paid on every other Friday (or the last day of the week).

**D. Mileage Reimbursement**

Where employees covered by this Handbook are required to use their personal vehicles for school purposes, they will be reimbursed at the maximum rate allowed by the IRS. Whenever possible school vehicles will be provided and in that event no mileage will be paid.

An employee may refuse to transport students in his/her personal vehicle. Assignment of school vehicle priorities will rest with the school administrators.

**E. Night Premium**

Second or third shift custodians shall be paid an additional twenty-five (25) cents per hour for all time worked later than 3:00 p.m.

**ARTICLE VIII  
LAYOFF**

When laying off employees, employees shall be given a minimum of fifteen (15) working days notice.

**ARTICLE IX  
EMERGENCY CLOSING OF SCHOOLS**

- A.** If schools are closed for emergencies, employees covered by this Handbook, excluding janitors, are not to report to work. Janitors shall report to work as soon as practicable and will be paid for actual hours worked. Secretaries may report to work, use a vacation day, or use a sick day.
- B.** Nine-month employees have the option of not being paid for school closings due to inclement weather or to use up to two (2) paid-time-off days for snow days. Additional snow days in a school year will be without pay.

## **ARTICLE X**

### **LEAVE OF ABSENCE**

#### **A. Twelve (12) Month Employees**

All employees are entitled to the application of earned sick leave when their absence from duty is required because of a personal illness of or bodily injury to the employee.

Sick leave shall be granted at the rate of twelve (12) days per year to twelve (12) month employees cumulative to one hundred (100) days.

A sick day shall constitute the same number of hours the employee works during an average workday, not to exceed eight (8) hours per day.

Sick leave benefits shall be given the first day of absence and continue until the employee returns to work or has used all his/her accumulated sick leave.

#### **B. Funeral Leave (Twelve (12) Month Employees Only)**

One day of paid time off will be granted for funeral leave of the immediate family. An additional two (2) days of bereavement leave may be taken for immediate family but will result in loss of sick leave.  
Policy 542.3

Funeral leave outside of the immediate family may be granted up to one (1) day at the discretion of the Superintendent and will result in the loss of a sick leave day.

#### **C. Emergency Leave**

Twelve (12) month employees shall be required to use vacation or unpaid leave for any other time off, including snow days.

#### **D. School Year Employees Time-off Guidelines**

It is the intent of the district to allow employees ownership of their time-off and to treat employees as professionals in managing their time-off. Professionalism is to be understood as a mutual effort and brings with it responsibilities for employees. Employees are expected to assume responsibility for the work that needs to be done at the workplace on the days they are contracted for. Time-off requests should be considered with workplace commitments balanced with personal needs. Having a school job on a school calendar brings with it the benefit of having more days off in a calendar year along with some rigidity of when these days off may be taken.

Nine (9) days of paid time off will be granted annually (prorated by FTE). The first six (6) may be taken for personal reasons. Three (3) additional days may be taken and will be required a pay dock equivalent to the total cost of a substitute.

Pay docks are not required in the event of medical leave. Medical leave may be taken for immediate family to include only spouses and children under the age of 18. Documentation from a licensed physician is required and must be received within ten (10) business days of the absence. All leave is subject to the limits of the district's Family Medical Leave Act policy. Medical leave may not be taken for medical or dental wellness visits.

One day of paid time off will be granted for funeral leave of the immediate family. Policy 542.3

The following guidelines apply to requests for paid time-off.

1. Paid time off is not to be taken during parent-teacher conferences or professional development time, except in the case of emergencies or medical issues.
2. In only limited circumstances may time-off be taken to extend breaks or vacations. These circumstances include emergencies, medical issues and other special circumstances. Limits to being able to take time-off to extend vacations include but is not limited to the following: the number of other employees off, previous time-off requested, frequency of previous absences, and other circumstances that may make employee attendance required.
3. No more than two work days may be taken consecutively without a medical excuse (i.e. Friday and Monday around a weekend are considered consecutive).
4. Any non-medical leave shall require pre-approval. Pre-approval means the absence needs approval and can be denied.
5. Any use of sick days may require a medical excuse.
6. Exceptions to these guidelines (including extending vacation) may be granted with prior administrative approval.
7. Use of time-off for extended (3 or more consecutive days) vacations may be granted in unique circumstances, but will generally not be approved. While it is understood that unique opportunities may arise, it should be understood that extended time-off will not be granted more than once in a five-year period.

**E. Medical Leave**

Medical leave is defined as FMLA leave or other medical leave that renders an employee unable to be at work and requires written documentation from a licensed healthcare provider indicating that the employee is unable to be at work. See Board Policies 522 and 532.31 for additional information, including the District’s Family Medical Leave Act policy which incorporates the requirements of both State and Federal leave.

It is understood that paid time off is not to be taken to extend breaks or vacations. Exceptions may be granted with prior administrative approval or in the case of emergencies or medical issues.

**E. Jury Duty**

An employee shall be excused from work when required to perform jury duty and shall be paid the difference between his/her regular rate of pay based on an average work day and the pay received for jury duty. The District reserves the right to seek and obtain a deferral of jury service when the District deems such a deferral to be in its best interest.

**F. Military Leave and Reemployment**

Any employee who enters service in any of the armed forces of the United States shall, upon termination of such service by honorable discharge or other evidence of good standing, be entitled to reemployment in accordance with provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 and other applicable federal and state laws.

**G. Volunteer Fire Department Calls**

Prior to leaving on a fire call employees are required to make a reasonable effort to inform their direct supervisor. Reasonable in this case would be a cell phone call. In the event a supervisor is unable to be reached, the employee must notify a fellow employee prior to leaving.

Employees may respond to up to three (3) calls in a twelve (12) month period for a fire department call. After responding to a third call, employees are prohibited from being on call with the fire department.

Time off responding to any given fire call will be docked from available sick time. In the event no sick time is available, the time off will be without pay and benefits.

**H. Accrued Leave**

No more than one hundred 100 days of leave may be accrued. If an employee has more than one hundred 100 days of leave at the end of a year, days above one hundred 100 will be paid out at a rate of \$50.00 a day. Unused sick time is forfeited upon termination of employment.

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

The grievance procedure will apply and be implemented as spelled out in Board Policy 527. Employees may from time to time have concerns or a disagreement regarding policies or practices of the District that are not subject to the grievance procedure. In those cases, employees are encouraged to discuss their issues with their immediate supervisor.

## **ARTICLE XII**

### **MISCELLANEOUS**

#### **A. Personnel File**

The District shall maintain only one personnel file about each employee and the affected employee will receive a copy of any material which is to be placed in the file. To the extent provided by law, an employee may review the file upon request and may copy any material in the file by paying the cost of duplication.

No employee shall have placed in their personnel file any performance evaluations, letters of complaint, or disciplining notices unless the employee has had an opportunity to read and acknowledge by signature his/her having read the material.

#### **B. Staff Recruiting/Hiring**

See Board Policy 543

#### **C. Lunch Period**

Employees who work over a meal period shall receive a duty-free unpaid meal period of thirty (30) minutes per day as assigned by the Administration. The lunch period and the workday of the employee may be adjusted upon request of the employee and approval of the District.

#### **D. Breaks**

Unless agreed otherwise, employees who work an eight (8) hour shift shall receive two (2) fifteen (15) minute paid breaks. Other employees who work a shift of four (4) hours or more, but less than eight (8) hours shall be entitled to one (1) fifteen (15) minute paid break. Breaks shall be taken at time scheduled by management.

#### **E. Use of Technology by Employees**

See Board Policy 522.7.

## **ARTICLE XIII**

### **INSURANCE**

Attached as Appendix B is a current list of the benefits and contribution levels offered by the District.

**A. Health and Accident Insurance**

Group health and accident insurance will be available to regular twelve (12) month full-time employees.

**B. Dental Insurance**

Dental insurance will be available to regular twelve (12) month full-time employees.

**C. Long-Term Disability Insurance**

Long-Term Disability Insurance will be available to employees desiring such coverage.

**D. Worker's Compensation**

See Board Policy 722

**E. Part-Time and School-Year Employees**

All regular part-time and school year employees may participate in the health and dental insurance programs offered by the District at their own expense subject to eligibility requirements of the District's group health plan. If a change in status occurs and they had not signed up during the enrollment period, an opportunity to enroll would be provided for them.

**F. Physical Examination**

All employees and their spouses utilizing the District's health insurance plan shall get a physical every two (2) years by a licensed physician to be eligible for group health insurance coverage. The physical shall include a full blood draw measuring standard health indicators. Failure to receive a physical during this two (2)-year period shall result in an additional 5% monthly premium payment by the employee. This additional monthly payment shall be made until such time as the employee is in compliance with this provision. See also, Board Policy 523.1.

**G. Life Insurance**

The Board will continue to make group life insurance available to employees at a rate of one times their annual salary as offered by the Group Insurance Board of the State of Wisconsin and shall continue to pay the employer cost for its personnel pursuant to statute. Employees may take additional life insurance, but the employee shall pay the entire premium for the additional insurance.

**ARTICLE XIV**  
**VACATION**

**A.** Vacations shall be granted to all 12-month employees in accordance with the following:

1 year.....	5 days
2 years .....	7 days
3 years .....	10 days
5 years .....	12 days
7 years .....	14 days
9 years .....	15 days
11 years .....	16 days
13 years .....	17 days
15 years .....	20 days

**B.** Vacation pay shall be based on the normally assigned working day schedule of the individual, not to exceed eight (8) hours.

**C.** The scheduling of vacation time must be approved by the immediate supervisor and submitted to the District Administrator for approval. Vacation time will normally not be approved on days school is in session. Employees shall have until September 1 of the following year to use the vacation time. If they do not use it by that date, the vacation time left will be lost.

**ARTICLE XV**  
**HOLIDAYS**

**A.** All employees will be paid a normal days pay, not to exceed eight (8) hours for the holidays listed below, provided they worked the regular workday prior to the holiday and worked the regular workday after the holiday, except where the employee is on sick leave or on vacation. Employees required to work on any of the listed holidays will be paid at double their regular rate plus holiday pay.

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving
7. Christmas Day
8. Christmas Eve Day
9. New Year's Eve Day

**B.** Holiday pay shall be computed at the employee's regular rate of pay for the employee's regular assigned number of hours up to eight (8) hours per holiday.

**C.** All 12-month employees shall receive, in addition to the above schedule, the 4<sup>th</sup> of July off with pay.

- D. Any work assigned on Sunday will be paid at double the hourly rate.
- E. Holiday pay shall be paid to eligible employees even if it falls outside the school year schedule.

**ARTICLE XVI**  
**WISCONSIN RETIREMENT SYSTEM**

- A. The Board shall participate in the Wisconsin Retirement System for all affected employees with the Board contributing employer's portion as mandated by State Law.
- B. Employees shall be required to make full payment towards the employee required contribution to the WRS.



## **SUPPORT STAFF FRINGE BENEFITS**

**The following is a summary of fringe benefits provided to employees. The Board strives to provide a comprehensive and cost-effective benefit package. The benefits described in this summary are subject to change as deemed necessary by the Board. Any such changes will be communicated to employees in advance of the effective date of any such changes.**

### **A. Health Insurance**

The Board will contribute 87.4% of the monthly single and family health insurance premiums for regular twelve month full-time employees.

### **B. Dental Insurance**

The Board will contribute 95% of the monthly single and family health insurance premiums for regular twelve month full-time employees.

### **C. Long-Term Disability Insurance**

For employees desiring long-term disability insurance, the Board will pay 95% of the premium cost for such coverage.

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**NOTE:** This should be a detailed summary of benefits containing specifics about the insurance plan, carrier, significant provisions (i.e., tier, structure, deductibles, co-pays, etc.) It should state the percentage split of premiums and any prorating.