

## BARNEVELD SCHOOL DISTRICT

### EMPLOYEE GRIEVANCE POLICY AND PROCEDURE

The purpose of this policy/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”).

#### A. 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.

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 mean 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.

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 from 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 for each grievance, 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 hearing officer’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 or the District Administrator can appeal to the School Board. 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.

This policy is in accordance with the Teacher Handbook that is kept current.

*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.*

**Legal Reference: Sections 66.0509(1) (m) Wisconsin Statutes  
118.22  
118.24**

**Approved: June 11, 2014**