

*Pepin Area Schools*

***EMPLOYEE HANDBOOK - CORE PROVISIONS***

*Professional Staff*

**PANDEMIC PLAN, REOPENING PLAN AND ALL  
ADDENDUMS TO THESE PLANS SUPERCEDE THE  
STAFF HANDBOOK FOR 2023-2024 SCHOOL YEAR.**

July 1, 2023

## GENERAL POLICY STATEMENT

It is the policy of the Pepin Area School District to provide **equal opportunity in employment** to all qualified employees and applicants for employment. Positive action is required from all employees to help ensure that the Pepin Area School District complies with its obligations under state and federal law.

*The Pepin Area School District does not discriminate on the basis of race, color, religion, sex, national origin, age or handicap*

**This Handbook is not a contract of employment;** the Handbook supersedes and replaces provisions previously found in collective bargaining agreements that have expired and/or found in personnel policies and procedures that require modification due to the Budget and Budget Repair Bill. The Handbook applies to non-represented employees as well as general municipal employees previously covered under a collective bargaining agreement. For employees who remain covered under a collective bargaining agreement, the terms of the bargaining agreement supersede the terms of the Handbook.

*This Handbook is a starting point in addressing core operating policies and procedures and, as such, it is subject to change and modification with or without notice.*

## **THE ROLE OF MANAGEMENT**

**POLICY:** Certain rights and responsibilities are imposed by state and federal laws and regulations. Many of these rights and responsibilities have implications for policies and procedures governing employment. For this reason, the Employer reserves any and all management rights regarding employees' employment status.

**General Guidelines:** The role of management includes, but is not limited to, the right to:

- A. Manage and direct the employees;
- B. Hire, promote, schedule, transfer and assign employees;
- C. Lay off and recall employees;
- D. Discharge employees or take disciplinary action;
- E. Schedule overtime as required;
- F. Develop job descriptions;
- G. Assign work duties;
- H. Introduce new or improved methods or facilities or change existing methods or facilities;
- I. Contract out for goods and services;
- J. Discontinue certain operations; and
- K. Direct all operations of the Pepin Area School District.

## **HOURS OF WORK / WORK SCHEDULES / CALENDARS**

**POLICY:** To provide employees with regular work hours and work schedules while ensuring staffing coverage necessary for effective operations.

### **LENGTH OF SCHOOL YEAR:**

The length of the school year will be 187 days, consisting of 170 student days and 15 in-service days and 2 Parent-Teacher conference days.

### **LENGTH OF SCHOOL DAY:**

The school day shall begin at 7:45 a.m. and end at 3:45 p.m., Teachers will be in the vicinity of their classroom at 7:50 a.m. When school is not scheduled to be in session the next day, teachers will be allowed to leave at 3:40 p.m.

### **DUTIES WITHIN SCHOOL DAY:**

Junior and Senior high teachers will be assigned an academic study hall and RTI assignment during the normal school day. Equivalent noon, playground, or bus duty will be assigned to elementary teachers.

### **SUBSTITUTE RATE:**

In house substituting by teachers during their prep period will be paid \$25 per hour. In house substituting by teachers during their prep period will be paid \$35 for a full block class period.

### **CHAPERONES - FAN BUS:**

If a teacher chaperones a fan bus or supervises at an athletic event, payment of \$40.00 will be made.

## **PROFESSIONAL DEVELOPMENT:**

A professional development program will consist of fifteen inservice days. These days will be organized by the administrative team to meet the needs of the district and staff. At the end of each year, the curriculum and instruction director will survey staff on their needs and interests for professional development. The fifteen inservice days will adhere to the following guidelines:

- 1) At the beginning of each school year there will be five days of inservice, of which:
  - a. Three days will be at the full discretion of the administration to complete all trainings, staff meetings and dissemination of state and federally required information.
  - b. One evening (four hours) before the first day of school will be an open house, where staff will have two hours to work in their rooms and two hours staff will be in their rooms to meet students and their parents. Staff is expected to have a class syllabus prepared to hand out to students and parents.
  - c. One day will be used to allow staff to work in their rooms and prepare for the opening of school.
- 2) Eight days of inservice will be held during the course of the school year where administration will have full discretion of one-half of each of these days to complete all training, staff meetings and other tasks that need to be completed. The remainder of those days will be reserved for staff to work on state mandated tasks involving educator effectiveness or other curricular work they wish to complete.
- 3) Two days of inservice will be held at the end of year to allow staff to complete their grading, complete end of year checkout, complete their educator effectiveness documentations and complete administrative directed tasks as needed. One of these days will be used throughout the year to start monthly staff and student services meetings at 7:30 p.m.

## **Calendars:**

### **Highlights from the 2023-2024 Approved Calendar**

#### **August 2023**

- 21 Inservice Day
- 22 Inservice Day
- 23 Inservice Day
- 24 PreK, K, and 7-12 Open House
- 24 Grade 1-6 Assessment meetings
- 25 Inservice Day
- 28 1st Day of School

#### **September 2023**

- 4 Labor Day-No School

#### **October 2023**

- 13 Staff Inservice Day-No School
- 16 Fall Vacation Day-No School
- 23 Fall JH Band and Choir Concert
- 27 End of 1<sup>st</sup> Quarter

#### **November 2023**

- 2 Early Release
- 2 Parent-Teacher Conferences
- 3 Parent-Teacher Conferences-No School
- 20 Inservice Day-No School
- 21 Inservice Day-No School
- 22 Inservice Day-No School
- 23 Thanksgiving-No School
- 24 Thanksgiving Friday-No School

#### **December 2023**

- 6 Elementary Concert
- 19 Band & Choir Concert
- 22 Winter Break Begins

## **January 2024**

- 2 School Resumes
- 19 End of 1<sup>st</sup> Semester
- 22 Inservice Day-No School

## **February 2024**

- 15 Mid Quarter
- 16 Staff Inservice-No School
- 19 Mid-Winter Vacation Day
- 28 End of 2<sup>nd</sup> Trimester
- 29 Early Release/Parent-Teacher Conferences

## **March 2024**

- 1 Parent-Teacher Conferences-No School
- 11 HS Band and Choir Concert (Tentative)
- 21 End of 3<sup>rd</sup> Quarter (Alma 23th)
- 22 Inservice Day-No School
- 29 Good Friday-No School

## **April 2024**

- 1 Easter Monday-No School
- 13 Prom
- 20 State Forensics
- 25 4th Mid-Quarter
- 26 Inservice Day-No School

## **May 2024**

- 6 Spring Pops Concert
- 12 Baccalaureate
- 15 Elementary Concert
- 15 Senior Awards Night
- 16 JH Awards
- 18 Graduation
- 23 Last Day of School
- 24 Inservice Day
- 24 Staff Checkout 3:45-7 p.m.
- 27 Memorial Day/No School

**June 2024**

10 Summer School Begins  
28 Summer School Ends

**PAYROLL & DEDUCTIONS FROM PAYROLL**

**POLICY:** Standardization of payroll and payroll procedures in accordance with applicable State and Federal guidelines.

**Pay Periods:** All employees will be paid twice a month. Dates of payment will be the 15th and the last working day of the month.

**Data Changes:** Please notify your supervisor if any changes occur in your name, home address, telephone number(s), marital status, name or number of dependents, number of tax exemptions, insurance classification, beneficiary changes, or individuals to be contacted in case of emergency. This information is necessary as it may affect your compensation, dependents' eligibility for medical insurance, and other important matters.

**Deductions:** It is the Employer's policy to comply with applicable wage and hour laws and regulations. If you have any questions or concerns about your salaried status or you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately raise the matter with Julie Meyer, District Bookkeeper or Dawn Terpstra, Administrative Assistant who can assist you in understanding the information that is required in order to investigate the matter.

The Employer is committed to investigating and resolving all complaints as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed and the Employer will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.



## TOTAL BASE WAGES & OTHER FORMS OF COMPENSATION

**POLICY:** To review and provide total base wages in accordance with State law which authorizes collective bargaining for total base wages *only*; to allow for consideration of other forms of compensation *outside of collective bargaining*.

**Procedure:** Employers are prohibited from engaging in collective bargaining with general municipal employees on any form of compensation except for total base wages. Premium pay, merit pay, automatic pay progressions and any other form of supplemental compensation may be considered, but not bargained, by the employer.

### 2023-2024 SALARY SCHEDULE

EXP	BS	BS+12	BS+24	BS+36	MS	MS+12	MS+24	MS+36
<b>1</b>	<b>32,958</b>	<b>33,529</b>	<b>34,094</b>	<b>34,658</b>	<b>35,441</b>	<b>36,137</b>	<b>36,817</b>	<b>37,498</b>
2	37,130	37,770	38,410	39,050	39,940	40,700	41,485	42,255
3	38,470	39,070	39,730	40,405	41,325	42,120	42,915	43,720
4	39,730	40,420	41,125	41,795	42,755	43,580	44,390	45,230
5	41,115	41,820	42,535	43,250	44,235	45,090	45,940	46,790
6	42,525	43,265	44,235	44,745	45,965	46,645	47,535	48,410
7	43,355	44,765	45,525	46,290	47,350	48,265	49,180	51,130
8	45,305	46,315	47,105	47,890	49,000	49,970	50,880	51,830
9	47,120	47,915	48,650	49,560	50,690	53,750	52,645	53,630
10	48,615	49,600	50,935	51,785	52,980	54,000	55,005	56,055
11	50,110	51,275	52,975	53,860	55,100	56,485	57,495	58,530
12	51,420	52,965	54,780	55,570	56,920	58,745	59,795	60,875
13	<b>52,980</b>	54,270	56,590	57,280	58,745	60,530	61,625	62,850
14		<b>55,830</b>	57,895	58,585	60,570	62,320	63,450	64,820
15			<b>59,455</b>	<b>60145</b>	62,205	63,955	65,090	66,455
16					<b>64695</b>	<b>66515</b>	<b>67695</b>	<b>69115</b>

## **EXPERIENCE GRANTED**

The Pepin Area School District reserves the right to negotiate the placement of a new teacher on the salary schedule. Two (2) years of military experience will be granted to new teachers who have served in the armed services for at least two years.

## **OVERLOAD PAY**

**POLICY:** To provide a consistent system for defining overload status for teachers who instruct students in grades 7-12 and compensation for overload status.

A full time Middle or High School teacher may be assigned a minor overload that consists of seven (7) periods of student instruction, (1) RTI period and one (1) period of classroom preparation in a nine (9) period day. Compensation for a minor overload shall be \$1800 per semester. A Middle or High School teacher may be assigned a major overload that consists of seven (7) periods of student instruction plus two (2) periods of supervision in a nine (9) period day. Compensation for a major overload will be one-eighth (1/8) of the cell each teacher is assigned on the teacher salary schedule prorated for the period of the overload.

## **SPLIT CLASSROOM PAY**

**POLICY:** To provide a consistent system for defining split classroom status for teachers who instruct students in grades PreK-6 and compensation for split classroom assignments.

A full time elementary teacher may be assigned a split classroom assignment that consists of the teacher being assigned two or more grade level students. Compensation for a split classroom assignment will be 6% of the cell each teacher is assigned on the teacher salary schedule.

## **SUMMER TEACHING**

Teachers on the staff shall be given first preference for summer school teaching if they are certified to teach in the area offered. The salary shall be \$600 per week (20 hour week).

## **CURRICULUM RATE:**

Teachers will be paid \$30 per hour to work on administration directed projects outside of the teacher's normal school year contract. This will allow administration to work with an individual teacher or group of teachers on specific curricular/staff development activities. Each activity will need board approval to qualify for compensation.

## SPECIAL CERTIFICATION STIPEND:

Professional staff with the following certifications in addition to their required certification for employment will receive a \$750 bonus each year they maintain the certification.

1. Any staff member other than our reading specialist who holds a reading specialist certification.
2. Any Physical Education teacher who holds an adaptive physical education certification.
3. Any staff member who holds an educational specialist degree in the area they instruct.
4. Any staff member who holds a doctorate degree in the area they instruct.
5. Any staff member who holds an active state of Wisconsin recognized national teacher program certification.
6. Any EEN staff member who holds a specialist certification working with Autistic Students.
7. Any EEN staff member who holds a specialist certification working with Autistic Students.
8. Other certifications that are approved by administration for consideration to be added to and included in the board approved staff handbook the following year. (i.e. Only certifications that will be recognized for all employees in a specific group and are added to this handbook will qualify for the annual stipend.)

## EXTRA CURRICULAR ACTIVITIES

1. All individuals hired to perform extra-curricular duties as listed in the Extra-Curricular Activity Schedule shall earn the percentage of the bachelor degree column on the salary schedule as indicated. Teachers and other personnel will be given one year of experience on the B.S. column for each year of local experience in the same activity through B.S. year Step 11.
2. An employee's contract will not be subject to non-renewal or to the withholding of an increment, as herein provided, for the manner in which said employee performs an extra-curricular activity.
3. A teacher who wishes to resign from an extra-curricular duty, as listed in the Extra-Curricular Activity Schedule, must notify the Superintendent prior to March 15 of the existing teacher contract. The Board will post the position for a minimum of 60 days and also attempt to fill the position with any new hire. If no suitable replacement is found, then the employer could require the employee to fill the position for a maximum of 1 more year.
4. The district will pay an Activities Director **\$8733** annually.
5. The district will pay trained mentor teachers a \$250 stipend per year for mentoring an

initial educator. Further it is understood that:

- a. District has the sole right to assign mentor teachers.
- b. Mentors must attend district approved training to receive the \$250 stipend per year.
- c. The district will pay for the mentor teacher's training seminar.
- d. The duration of being a paid mentor is dependent on the state funding the initial educator in the Mentor Grant for that given year.

## **EXTRA CURRICULAR ACTIVITY SCHEDULE**

Extra curricular pay is based on a percentage of the bachelor degree column on the salary schedule.

<b>ACTIVITY</b>	<b>% OF BASE</b>
Senior Class Advisor	1.5
Junior Class Advisor	1.25
Class Advisor	.50
Fall Dance Team Advisor	4.00
Fall Dance Team Assistant Advisor	2.00
Winter Dance Team Advisor	4.00
Winter Dance Team Assistant Advisor	2.00
Prom Advisor	1.00
Elementary yearbook	1.0
Class Play (per advisor per play)	2.30
Yearbook Advisor	6.00
Elementary yearbook	1.0
Forensics Advisor	5.00
Student Council Advisor	2.50
Junior High Student Council	1.00
National Honor Society	2.50
Magazine Campaign Advisor	1.00
Extra Curricular Band	6.00

Head Football Coach	9.00
Assistant Football Coach	7.00
Junior High Football	3.00
Junior High Football Assistant	3.00
Elementary Student Council	1.00
Volleyball Coach	9.00
JV Volleyball	6.00
Junior High Volleyball	3.00
Head Basketball Coach (boys-girls)	10.50
Assistant Basketball Coach (boys-girls)	8.00
Junior High Basketball (boys)	3.50
Junior High Basketball (girls)	3.50
Softball Coach	8.00
Assistant Softball Coach	6.00
Baseball Coach	8.00
Assistant Baseball Coach	6.00
Track Coach	8.00
Assistant Track Coach	6.00
Junior High Track	2.00
Community Service Coordinator	2.50

Experience Placement for Extra-Curricular Activities

Years 1 - 3 .....	BS	(1 - 3)
Years 4 - 6 .....	BS+12	(4 - 6)
Years 7 - 9 .....	BS+24	(7 - 9)
Years 10 - 12 .....	BS+36	(10 - 12)
Years 13 - 15 .....	MS	(13 - 15)
Years 16 - 17 .....	MS+12	(16 - 17)
Years 18 - 19 .....	MS+24	(18)
Years 20 & Up .....	MS+36	(18)

*\*\*If step does not exist, coach will receive the percent increase that is given out to admin and hourly staff based on the CPI.*

**Post Season Bonus:**

**This bonus is not meant as an incentive or performance bonus. It is meant to compensate coaches for their additional time, who have teams or individuals who go deep into the state playoffs.**

**Teams that reach the Regional Final (Level III in football):**

**Head Coach: \$500**

**Paid Assistant Coaches: \$250**

**Teams that reach the State Final (Includes individual qualifiers in Track, Golf, Dance, Cross Country and Wrestling).**

**\*Dance, Track, Cross Country, Golf and Wrestling would qualify for the State Bonus if the team or individuals qualify for the state competition, but not the Regional Bonus as all teams and individuals qualify automatically for Regional meet and participation in the regional competition would be a minimum expectation in their current contract.**

## **LEAVES - SICK LEAVE**

**POLICY:** To provide employees with paid time to address their own personal health care needs or the health care needs of an immediate family member.

**Definition:** For purposes of this provision, sick leave will be construed to include family members of the staff and his/her spouse. Sick leave shall include medical and dental appointments or any health related issues or appointments.

### **Accrual:**

Teachers shall accrue sick leave at the rate of 10 days per year cumulative to 50, after which ~~\$40.00~~ **\$50** per day will be paid at the end of the budget year for unused sick leave above 50 days.

**FMLA:** Under Federal FMLA, employees may be required to use all accrued paid leave time before receiving leave without pay; under State FMLA, employee may substitute accrued paid leave time or choose to take unpaid leave.

**Notification:** A request for sick leave must be submitted to the appropriate person as soon as reasonably practical and no later than 15 minutes before the start of assigned work hours.

**Verification:** The employer may require verification of illness.

**Payout:** Unused sick time is forfeited upon termination of employment with the following exceptions:

Upon retirement if the retiree has accumulated sick days, the District will pay \$80 per day for all unused sick leave.





## **LEAVES - FAMILY, MEDICAL & MILITARY**

**POLICY:** To grant family, medical and military leaves to qualified employees in accordance with the Wisconsin Family and Medical Leave Law and the federal Family and Medical Leave Act .

Eligible employees may qualify for unpaid leave under Wisconsin's Family and Medical Law (§103.10, Wis. Stats.) and/or the federal Family and Medical Leave Act. When applicable, the leaves shall run concurrently. Employee rights posters for both laws are in the workplace for reference by all employees.

### **Wisconsin FMLA:**

Any employee who has worked for more than 52 weeks (for a minimum of 1,000 paid hours) is eligible for unpaid leave under Wisconsin's Family and Medical Leave Act (§103.10, Wis. Stats.). However, the employee may, but is not required to, substitute definite and quantifiable paid leave benefits for unpaid leaves under the state law (e.g., paid vacation).

The amount of unpaid leave available in a calendar year pursuant to Wisconsin's law is presently as follows:

#### A. Family Leave

1. Up to a maximum of six (6) weeks per twelve (12) month period for the birth or adoption of a child. The leave must begin no earlier than 16 weeks before estimated birth or placement and no later than 16 weeks after birth date or placement of the child.
2. Up to a maximum of two (2) weeks leave per twelve (12) month period to care for a child, spouse, parent, parent-in-law, domestic partner [as defined in Wis. Stat. § 40.02(1) and § 770.01(1)], or domestic partner's parent who has a serious health condition.

Total maximum time for #1 and #2 is eight (8) weeks per twelve (12) month period.

#### B. Medical Leave

1. A maximum of two (2) weeks per twelve (12) month period for the employee's serious health condition.

[NOTE: "Serious health condition" means a disabling physical or mental illness, injury, impairment, or condition which requires inpatient care in a hospital, nursing home or

hospice, or outpatient care that requires continuing treatment or supervision by a health care provider.]

**Federal FMLA:**

Any employee who has worked for more than 12 months (for a minimum of 1,250 hours) is eligible for unpaid leave under the Federal Family and Medical Leave Act of 1993. An employee may be required to substitute definite and certain paid leave benefits for unpaid leave.

The federal law provides 12 weeks of unpaid leave during a 12-month period (*calendar/rolling year*) for any covered purpose, which are:

- a. The birth and first year care of a child or a child who has been placed with the employee for adoption or foster care.
- b. To care for a child, spouse or parent who is suffering from a serious health condition.
- c. For a serious health condition of the employee that makes the employee unable to perform his or her job duties.
- d. Because of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on covered active duty or call to covered active duty as a member of the Armed Forces, National Guard, or Reserves.

The federal law also provides for 26 weeks of unpaid leave during a single 12-month period in the case of covered service member caregiver leave because the employee is the spouse, child, parent or next of kin of a covered service member with a serious injury or illness. This 12-month period begins on the first day the eligible employee takes leave for this purpose.

[NOTE: 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.]

### **Intermittent Leave:**

Under some circumstances, employees may take FMLA leave on an intermittent basis. Intermittent leave may be taken in the smallest increment allowed by the employer for any other type of leave.

- a. Federal leave based on a birth or child placement may only be taken intermittently on a reduced leave schedule if the employer agrees;
- b. State family leave for birth/placement or care of a child, spouse, parent or parent-in-law with a serious health condition may be taken as partial absences from employment if scheduled so as not to unduly disrupt the employer's operations.
- c. Federal leave based on a serious health condition of an employee, employee's child, spouse or parent may only be taken intermittently or on a reduced-leave schedule when medically necessary, unless the employer agrees otherwise.
- d. Federal leave due to a qualifying exigency may be taken on an intermittent basis as needed.
- e. State medical leave for self may be taken in non-continuous increments as medically necessary.
- f. Leaves will be granted in hourly increments or less as may be specified in policies or labor agreements. If it is physically impossible for an employee using intermittent leave to commence or end work midway through a shift, the entire time the employee is forced to be absent shall be designated as FMLA leave.
- g. Employees shall make a reasonable effort to schedule medical treatments so they do not unduly disrupt current operations and they shall provide the employer with reasonable advance notice.

### **Benefits:**

An employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. *If applicable, in addition to paying their portion of health insurance premiums, employees shall be required to pay the full cost of continuing their [life insurance, disability insurance, etc.] during leave. If an employee fails to return to work for a reason other than the serious health condition of the employee or the employee's immediate family member, or other reason beyond the employee's control, the employee will be required to reimburse the employer for the employee's cost of these benefits while the employee was on unpaid leave.*

### **Notice:**

Both state and federal law provide that the employee requesting family and medical leave has an obligation to provide reasonable advance notice to management, when practicable, of the nature and extent of any leave requested. In any event, employees will always have a duty to cooperate with management in arranging and processing leave requests under the state and federal laws to avoid undue disruption of the employer's operations. The employer requests that 30 days advance notice be provided whenever possible.

To receive FMLA leave, an employee must complete an FMLA leave request form. If an employee is unable to do so because the need for leave was not foreseeable, a request may be made verbally. Supervisors are not to discuss medical conditions or leave requests with employees, *but are to forward them to Personnel. Personnel shall evaluate the request and provide a response to the employee* approving or denying the request and providing the employee with a "Notice of Eligibility and Rights & Responsibilities (Family and Medical Leave Act)" and a "Designation Notice (Family and Medical Leave Act)" within five (5) business days, absent extenuating circumstances, of the employee's request. If *Personnel* needs additional information to determine whether a leave is being taken for an FMLA-qualifying reason, *Personnel* may wait until it has received the requested information from the employee and then notify the employee whether the leave will be designated as FMLA leave with the "Designation Notice" within five (5) business days, absent extenuating circumstances, after obtaining the information.

The employer may require employees to provide medical certification supporting the need for leave due to a serious health condition, second or third medical opinions (at the employer's expense) and periodic recertification, and periodic reports during FMLA leave regarding the employee's status and intent to return to work. A medical certification form must be presented by the employee within fifteen (15) days of being asked to do so by the employer. A return to work form from a physician will, in most cases, be required in the case of an employee's serious illness, injury, work-related injury (worker's compensation) or illness which has caused a

prolonged absence from work, or if the employee's supervisor reasonably determines for the sake of safety that a medical authorization is advisable.

The employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. The employer may require an employee seeking FMLA leave due to a serious injury or illness of a covered service member to submit a certification providing sufficient facts to support the request for leave.

### **Upon Return to Work:**

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. FMLA leaves shall not be counted as absences for disciplinary purposes.

### **Conform with Existing Laws:**

This policy does not provide any greater benefits than those provided by the family and medical leave laws. Any change in the law will impact upon the operation of this policy by modifying its provisions to conform with the law.

## **LEAVES - JURY DUTY**

**POLICY:** Employees who receive a summons to serve on jury duty will be granted jury duty leave.

**General Guidelines:** Employees must give reasonable advance notice of their intended absence for jury duty. If an employee is dismissed from jury duty on any given day prior to the end of his/her regularly scheduled working hours, he/she shall report to work for the balance of the working day.

Teaching staff shall be excused for jury duty with the agreement that all compensation received for such duty will be endorsed to the School District.

## **LEAVES - Business**

**POLICY:** To provide employees with paid leave time, that can be taken in small time increments, in order to conduct personal business.

**Eligibility:** Three (3) days non-cumulative per year, to be used at teacher's discretion with the following stipulations:

- a) May not be taken on a scheduled in-service day, or during the last week of school, except in extenuating circumstances.
- b) No more than three (3) teachers may use them on any one day.
- c) Personal days may be taken before or after a scheduled school vacation period with five (5) days notice, provided subs are available.

**Approval:** All requests for use of personal leave required advance approval from the employee's supervisor.

**Accrual:** Unused personal leave may not be "carried over" to the next calendar year without prior authorization. Unused business leave will be rolled into each staff member's sick leave time. Additionally, any staff member with perfect attendance will receive a **\$500** bonus at the end of the contract year.

## **LEAVES - EMERGENCY**

**POLICY:** To provide employees with paid leave time, that can be taken in small time increments, in order to deal with emergency situations that arise that are beyond their control and which requires immediate attention.

**Eligibility:** All teaching staff will be granted Emergency leave. Teachers will be granted 1 day of personal leave per year.

**Approval:** All requests for use of emergency leave requires as much advance notice to the employee's supervisor as reasonably possible given the circumstances.

**Accrual:** Unused Emergency leave may accumulate to three days.

## **IF ALL LEAVE IS USED UP**

If a staff member uses all of his/her sick leave, business days, and emergency days that are allowed by the base agreement, those days an employee is over will be deducted from his/her paycheck on the following month of employment. The rate of deduction will be the full day's wages of that employee.

## **LEAVE OF ABSENCE**

The Board, to encourage professional development as educators may grant a leave of absence to teachers without pay, if the following conditions are met:

- a. The leave shall commence at the beginning of a school year, and be for a full year only. To be eligible for a leave, a teacher must be a district employee for at least five years.
- b. Requests for such leaves of absence shall be made to the Superintendent in writing by April 15.
- c. The employee will retain all prior accrued benefits and prior seniority upon returning to the system immediately following expiration of the leave.
- d. Upon return from such leave an employee shall be assigned to the same position or such other position for which he/she is certified.
- e. This provision will take effect only if a replacement can be found. The employee will be notified by June 1 if a replacement was found.
- f. While on leave the employee may maintain health and dental insurance by reimbursing the school district in full.
- g. An employee on leave must notify the Board by February 15 if they wish to return to the school system.

## SNOW DAY

The Board may, at its discretion, close school because of weather or when an emergency exists. The scheduling of make-up days will be at the discretion of the Board with the exception of the first two snow days, which shall not be made up the teaching staff. After two snow days, any snow day not made up by the district with students, will be made up by staff members in the following ways:

- a. Staff reports to work on the given snow day and works in their room on self directed school business.
- b. Staff documents hours worked on school business outside the normal work day (7:45 a.m. to 3:45 p.m.)
- c. Attendance at a workshop or training on a non-contractual day and with prior approval from the teacher's direct supervisor.

These activities will be documented on appendix A.

## BENEFITS - HEALTH INSURANCE & COBRA

**POLICY:** To provide health insurance to those employees who qualify for coverage.

**Coverage:** The District shall pay 87.4% single or family monthly premium health insurance plan. The District shall maintain an IRS Section 125 Cafeteria Plan for the purpose of allowing eligible employees to choose between participation in the District's health plan, with commensurate premium payment for a single health insurance plan if said employee had enrolled in the single plan.

Employees who choose the extra cash compensation shall have the appropriate amount added to their regular employment compensation. The amount shall be calculated by multiplying the District's full-time annual single health plan contribution times any pro-ration for part-time status of the employee and then dividing by the number of paychecks per year.

Example:

$$\begin{array}{r} \$7,086 = \text{annual single health premium} \\ \times 70\% = \text{employee working 70\% of time} \\ \hline \$4,960 = \text{annual prorated obligation} \\ - \quad 24 = \text{number of paychecks} \\ \hline \$206.67 = \text{extra cash payment per paycheck} \end{array}$$

Employees who choose the extra cash compensation have the right to enroll in the health plan later by (1) providing satisfactory proof of involuntary loss of the other group coverage to the district's Insurance provider, or (2) by satisfying the late enrollment waiting period (12 months)



of Insurance.

The Health Insurance waiver or extra cash compensation will be the single premium amount paid by the district, but no greater than \$8500. This amount would be prorated as stated in paragraph #2 of Article I section 1.

New employees who qualify for health insurance, receive health insurance coverage the first day of the month after the first day they work for the district.

*Any staff member who has elected to take the insurance waiver by July 1, 2016, will be grandfathered in at \$8500. Any staff member who takes the insurance waiver after July 1, 2016 will follow the handbook language.*

**Employee Contribution:** The employee shall pay 12.6% single or family health insurance monthly premium.

**Insurance Continuation:** Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) and subsequent amendments to the Act, employees covered under an employer’s group health care plan are eligible for continuation of health care coverage under the group plan upon the employee’s termination (except for gross misconduct) or reduction in hours. COBRA regulations also allow the employee’s spouse and covered dependents to elect continuation coverage upon the employee’s death, divorce or legal separation, an employee’s entitlement to Medicare, a dependent’s loss of dependent status under family coverage, or the employer’s filing of a bankruptcy proceeding.

All employees, as well as their qualified dependents, will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event occurs which entitles the employee and/or qualified dependents to continuation coverage, the plan administrator will notify the qualified beneficiaries of their right to elect continuation coverage. Unless otherwise agreed, continued participation is solely at the participant’s expense.

*For additional details regarding coverage and premium contributions, contact the district office.*

## **BENEFITS - DENTAL INSURANCE**

**POLICY:** To provide dental insurance to those employees who qualify for coverage.

**Coverage:** Levels of benefits provided and employee participation is determined by the Pepin Area School District and applicable state and federal regulations Currently only teachers with a contract of 50% or greater qualify for dental insurance.

**Employee Contribution:** The district shall pay 100% of the single or family dental insurance monthly premium.

## **BENEFITS – LONG TERM DISABILITY INSURANCE**

**POLICY:** To provide long term disability insurance to those employees who qualify for coverage.

**Coverage:** Levels of benefits provided and employee participation is determined by the Pepin Area School District and applicable state and federal regulations Currently only teachers with a contract of 50% or greater qualify for Long Term Disability insurance.

**Employee Contribution:** The district shall pay 100% of the long term disability insurance monthly premium.

## **BENEFITS - LIFE INSURANCE**

**POLICY:** To provide life insurance to those employees who qualify for coverage.

**Coverage:** Levels of benefits provided and employee participation is determined by the Pepin Area School District and applicable state and federal regulations. Currently only teachers with a contract of 50% or greater qualify for life insurance.

**Employee Contribution:** The district shall pay 100% of the life insurance monthly premium for your annual salary, but no greater than \$75,000 policy.

## **BENEFITS - RETIREMENT**

**POLICY:** To provide retirement contributions to eligible employees in accordance with State law.

**Employee Contribution:** Once eligible for coverage under WRS, coverage is mandatory and an employee may not “opt out” of WRS. Employers and employees are required to pay “one-half of the actuarially required contributions.” Employee contributions are **post-tax**.

**Early Retirement:** The District shall offer an early retirement stipend to teachers who have elected to retire early, have reached the age of 55, and have a minimum of ten years’ experience with the school system immediately prior to retirement. This stipend will be paid in 24 equal installments each year for 5 years.

Should the retiree die prior to receiving their full stipend, the District will continue paying the balance of the retirees stipend to the surviving spouse only and not to the estate. The early retirees will be allowed to remain in the group health, dental and life insurance plans at the group rate to the extent allowable by those plans.

The stipend amount is \$10,000 per year for five years. Teachers who have been part-time employees will receive a percentage of the stipend equal to the average percent of time contracted during the 5 years immediately prior to early retirement.

The early retirement plan cannot begin during the school year except with the approval of the board.

Declaration of early retirement shall be filed with the District Office on or before March 1 of the final teaching year. Upon retirement if the retiree has accumulated sick days, the District will pay \$80 per day for all unused sick leave.

## **BENEFITS – CREDIT REIMBURSEMENT**

**POLICY:** The District shall support the continuing education of its teachers by paying \$720.00 for college credits earned every two years within a teacher's certification area and for other courses the Board agrees would aid in the teacher's service to the school: \$120.00 per semester credit or \$80.00 per quarter credit.

## **BENEFITS – MILEAGE**

Teachers will use school vehicles when traveling on school business, when a school vehicle is available. When a teacher uses his/her personal vehicle for school business, he/she shall be reimbursed at the rate of IRS allowed per mile.

## **BENEFITS – HOUSING STIPEND**

- A. As an incentive for teachers to live in the Pepin Area School District, the District will offer a stipend of \$5000 to each teacher employed by the District for the purpose of purchasing a first time residence in the District. The Stipend will be awarded at the time of closing.
- B. Teachers are encouraged to live in the District as soon as possible after employment. To this end, the District will offer this stipend as an interest free loan. One-third (1/3) of the loan shall be considered repaid for each full-year of employment following the initiation of the loan. After three (3) years of employment with the District, the loan shall be considered repaid in full. In the event an Employee dies or is disabled during any portion of the three (3) years following the loan and is unable to return to work due to the disability, the remaining debt will be nullified by the District. Disability shall be defined in accordance with the terms of the Employee disability policy. An Employee who leaves the employment of the Employer prior to completing three (3) years of employment after the loan shall be obligated to repay the remaining pro-rata share of the loan upon termination of employment.
- C. This stipend is available to both current and new employees not currently owning a residence in the district. Married couples employed by the district are eligible for one stipend. It is expressly understood that the teacher and his/her family (if applicable) shall occupy the residence, and only one stipend will be awarded per residence.

## **BULLETIN BOARDS**

**POLICY:** The Pepin Area School District will keep employees informed about Pepin Area School District activities and provide a bulletin board for use by employees for posting of communications.

**Prior Authorization:** Authorization for employees to use the bulletin board must first be obtained from management. All persons who post notices, letters, and the like on bulletin boards without first obtaining authorization will be subject to disciplinary action, up to and including termination.

## **ELECTRONIC MEDIA & SOCIAL MEDIA POLICY**

**POLICY:** It is the policy of the employer that information, in all its forms, written, spoken, recorded electronically, or printed, will be protected from accidental or intentional unauthorized modification, destruction, or disclosure. All electronic media must be protected from misuse, unauthorized manipulation, and destruction. It is further the policy of the employer that employees may not use social media technology to engage in or post communications or material that would violate any Handbook policy, including, but not limited to, using technology to post communications or materials that are derogatory or offensive with respect to race, religion, gender, sexual orientation, national origin, disability, age, or any other legally protected class status.

### **General Guidelines - Electronic Media:**

1. All employer-provided electronic media systems are the employer's property. Additionally, all messages and files composed, sent or received on these systems are and remain the property of the employer. They are not the private property of any employee.
2. The use of our electronic media systems is reserved solely for the conduct of business, during work hours. However, if employees wish to use these systems during breaks, lunch periods, or before and after regular working hours, they may do so but employees are specifically prohibited from using these services for any illegal, illicit, immoral or offensive purposes.
3. The electronic media systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations.

4. The electronic media systems are not to be used to create any offensive or disruptive messages or documents.
5. The electronic media systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials without prior authorization.
6. The employer reserves and intends to exercise the right to review, audit, intercept, access and disclose all internet activity and any messages or documents created, received or sent over the employer's electronic media systems for any purpose.
7. The confidentiality of any message cannot be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to management or they are invalid and cannot be used.
8. Employees may not modify, delete, or destroy any Employer document created by any electronic media unless specifically authorized to do so.

#### **General Guidelines - Social Media:**

1. **Only on Your Own Time.** Unless you have received advance permission from your supervisor or unless such activity is directly related to the performance of your job, you may not engage in social media activity on work time.
2. **Post as Yourself.** Make clear that you are expressing your personal views alone, not those of your employer.
3. **Be Respectful and Nice.** Do not post communications or material that is disparaging, obscene, profane, vulgar, bullying, threatening, or inappropriately inflammatory.
4. **Use Good Judgment.** Because what you say online is accessible to the public, use good judgment in your communications.
5. **Obey the Law.** Do not post any material that violates the law, such as material that is obscene, profane, defamatory, threatening, harassing, or that violates the privacy rights of someone else. The posting of such material may subject you to criminal and civil liability.

6. **Don't Expect Privacy.** Because your social media communications are publicly available, you should not expect that your communications are private in any way. Once you post something online, it is completely out of your control and generally available to anyone in the world.
7. **Ask for Guidance.** If you have any questions about what is appropriate to include in social media communications, ask your supervisor.
8. **Comply with Harassment and Other Policies.** Team members may not use social media technology to engage in or post communications or material that would violate any other Handbook policy, including, but not limited to, the Workplace Safety, Discrimination, Harassment and Retaliation policy.
9. **Keep Secrets.** You must not disclose confidential information.

**Duty to Report:** All employees have a duty to report any discovered or suspected unauthorized or improper usage of electronic media or social media with impact on the workplace.

**Policy Violations:** Employees who violate this policy may be subject to discipline, up to and including immediate termination of employment.

## **POLITICAL ACTIVITIES**

**POLICY:** Employees are free to engage in political activity outside of work hours and to the extent that it does not adversely affect the performance of job duties, working relationships or Pepin Area School District operations. When engaging in political activity or engaging in discussion of issues of public importance, employees are expected to ensure that their actions and positions are not attributed to the Employer. Employer resources may not be used for promoting a particular candidate or political party or for advocating a particular position on an issue that has become identified as the viewpoint of a particular candidate or party.

**Definition of "Employer Resources":** Employees may not use employer resources for political activities. Employer resources include office supplies, electronic equipment including e-mail, facsimile and photocopying machines, bulletin boards and other public spaces. (Use of bulletin boards requires authorization of Pepin Area School District and is off-limits to public use.)

**Definition of “Political” Activities:** Partisan “political” activities must be conducted independent of your role as an employee. The following guidelines are not exhaustive, but are intended to help in differentiating between those activities that may be viewed as harmful to workplace functioning and those activities that generally fall outside the “political” activities subject to employer restrictions and intervention. Employees are expected to avoid the following political activities:

- \$ Using working hours or employer resources to solicit money or signatures or to make political contributions;
- \$ Using non-work hours to solicit contributions, signatures or services from other employees who are on work time;
- \$ Posting political materials in areas open to the public (generally, individual work stations that are not available to the public are exempted from this restriction);
- \$ Using the employer’s mailing address as the return address for political solicitations;
- \$ Providing employer mailing lists to any individual or organization for political solicitations if this information is not generally available to the public. (Note: the use and distribution of employer mailing lists to outside parties always requires prior authorization including an assessment of whether fees should be charged to cover production costs);
- \$ Providing a forum for an individual candidate to promote his or her campaign without giving an equal opportunity to other candidates, for the same office, to participate in the forum;
- \$ Political advocacy in the form of clothing items, armbands and buttons that cause a disruption in operations and/or violate the rights of others including the right to be free from discrimination, harassment and intimidation in the workplace.

These guidelines are not intended to discourage discussion of controversial issues in the classroom, where such discussions are consistent with District curriculum guidelines and teaching methods.

This policy is not intended to limit the off-duty activities of employees where District buildings and property are made available to community groups for meetings and gatherings.



Nothing in this policy limits the rights of the District to sponsor non-partisan political forums or forums in support of District initiatives, such as building referendums. Nothing in this policy places restrictions on the District's freedom to invite speakers with political associations to forums that are not open to the general public.

## **SOLICITATION (Non-Political)**

**POLICY:** In order to help maintain a work environment that protects employees from undue interference while performing their jobs, employees may not orally solicit or distribute written materials for any organization, fund, activity or cause to other employees in work areas while either employee is on working time.

**Employees On-duty:** Employees may solicit other employees or distribute written materials before or after the normal work day, during normal break or lunch times or any other time when they are not working. These solicitations and literature distribution efforts are not permitted in working areas.

**Employees Off-duty:** Off-duty employees may not solicit or distribute literature on Pepin Area School District premises at any time.

**Non-employees:** May not solicit or distribute written materials on behalf of any organization, fund, activity or cause. Solicitations for charitable organizations are exempt as long as the organization is sponsored by an employee and prior permission has been secured from management. The same restrictions regarding working time and working areas apply to non-employees.

## DISCIPLINE

**POLICY:** Disciplinary action against employees may be taken for violations of standards of conduct, violations of policies and procedures, or for unsatisfactory work performance. Disciplinary action will only be taken after a full investigation and after giving the employee an opportunity to respond to any and all allegations.

**Level of Discipline:** The level of discipline imposed will take into consideration the seriousness of the infraction as well as the employee's performance record. When appropriate, discipline should be corrective in nature. At the employer's sole discretion, various types of employee discipline may be imposed which include, but are not limited to, the following: verbal warning, written warning, or suspension. None of these disciplinary measures are required to be used before discharge from employment occurs nor are the listed disciplinary actions required to be used in any specific order. The Employer may repeat disciplinary action.

Employees are expected to work in a competent and conscientious manner which reflects favorably upon the employee and the Pepin Area School District. The following is a list of examples of behavior which would normally justify disciplinary action.

- \$ Fraud in securing employment
- \$ Incompetency
- \$ Inefficiency
- \$ Unauthorized absences
- \$ Repeated absence or tardiness or improper use of leave
- \$ Neglect of duty
- \$ Insubordination or willful misconduct
- \$ Dishonesty
- \$ Assuming duties while under the influence of controlled substances or intoxicants; or possession of use of intoxicants or controlled substances during working hours

- \$ Conviction of a felony or misdemeanor, the circumstances of which are substantially related to the duties performed
- \$ Negligence or willful damage to property
- \$ Discourteous treatment of the public or fellow employees
- \$ Failure to obtain and maintain a current license or certification as required by law or employer
- \$ Failure to maintain effective working relationships with other employees or the public
- \$ Sexual or other unlawful harassment
- \$ Workplace violence
- \$ Violation of any lawful order, directive, policy, or work rule

The offenses listed above are not intended to be all-inclusive, and discipline or discharge may occur for any other reason depending upon the seriousness of the offense and the particular circumstances involved.

**Documentation:** All discipline shall be documented with a copy provided to the employee and a copy placed in the employee's personnel file.

## **GRIEVANCE PROCEDURE**

**POLICY:** To provide a timely and orderly review of decisions concerning:  
a) employee terminations; b) employee discipline; and c) workplace safety.

- I. Purpose and Applicability:** This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the Board of Education, where appropriate. The District expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee's employment with the District. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment.

## **II. Definitions**

### **A. Definition of "Employee":**

1. For purposes of discipline and termination under this grievance procedure, an employee shall be defined to include regular full-time, part-time, and limited term employees. All other individuals employed by the District, such as casual employees, temporary employees, and short-term substitutes as well as independent contractors, are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.
2. For purposes of workplace safety under this grievance procedure, an employee shall be defined to include regular full-time, part-time, limited term, casual, and temporary employees. All other individuals employed by the District are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

**B. Definition of "Discipline":** For purposes of this procedure, "discipline" means an employment action that results in a disciplinary suspension or disciplinary demotion. "Discipline" for purposes of access to this grievance procedure does not include any written or verbal notices, warnings, reprimands, or reminders; verbal disciplines will be

documented, but is not subject to the grievance procedure. The purpose of written and verbal notices, warnings, reprimands, or reminders is to alert the employee that failure to correct the behavior may result in disciplinary suspension, without pay, disciplinary termination, or disciplinary demotion.

- C. Definition of “Termination”:** For purposes of this procedure, “termination” means a separation from employment by the employer for disciplinary or quality of performance reasons. “Termination” does not include layoff, reduction in workday, furlough, reduction in workforce, job transfer or reassignment, or the end or completion of temporary employment, which are not subject to the grievance procedure.
- D. Definition of “Workplace Safety”:** For purposes of this procedure, “workplace safety” includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. “Workplace Safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

### **III. General Provisions**

- A. Role and Appointment of “Impartial Hearing Officer”:** For purposes of this procedure, the role of the “Impartial Hearing Officer” will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties’ respective arguments. The Impartial Hearing Officer shall be appointed by District Administrator based upon the nature of the matter in dispute.
- B. Time Limits:** Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the basis of the District’s last answer. Failure of a District representative to meet the time limits specified below shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties.
- C. Days:** The term “days” as used in this provision means calendar days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or holiday as defined in

the Handbook, the time limit is the next day which is not a Saturday, Sunday, or holiday.

- D. Scheduling:** Grievance meetings and hearings will typically be held during the employee's off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.
- E. Representation:** The employee shall have the right to representation during the grievance procedure at the employee's expense.

**IV. Procedure for Grievances Concerning Employee Terminations and Employee Discipline:**

*The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.*

**Step 1:** An earnest effort shall be made to settle the matter informally between the aggrieved employee and the employee's immediate supervisor. If the grievance is not resolved informally, then it shall be reduced to writing by the employee who shall submit it to the employee's immediate supervisor within fourteen (14) days after the facts upon which the grievance is based first became known, or should have become known, to the employee.

The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

The supervisor will reply in writing to the employee within fourteen (14) days after receipt of the written grievance.

**Step 2:** If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the supervisor, the employee shall submit a request for administrative reconsideration by the District Administrator or designee within fourteen (14) days of the date the employee received the initial administrative denial of the grievance, or, if no initial response was provided, within fourteen (14) days of the deadline for providing written grievance.

The District Administrator or designee shall provide a final administrative response to the grievant in writing within twenty (20) days of the District's receipt of the request for reconsideration. If the grievance has not been

resolved and either (1) has been denied in the form of a final administrative response from the District Administrator or designee; or (2) no final administrative response has been provided by the District Administrator or designee by the applicable deadline for such a response, the grievant may continue to pursue the grievance by filing a request for a hearing as provided under Step 3, below.

**Step 3:** If the grievance is not settled in Step 2, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the District Administrator or designee within seven (7) days after receipt of the supervisor's written answer to request a hearing before an Impartial Hearing Officer. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating the reasons for one of four decisions: 1) Sustaining the discipline/termination, 2) Modifying the discipline/termination, 3) Denying the discipline/termination, or 4) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

**Step 4:** The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

**Level of Review:** The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to solely address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

**V. Procedure for Grievances Concerning Employee Workplace Safety:**

*The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.*

**Step 1:** Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her immediate supervisor of the issue or incident as soon as reasonably practicable. All workplace safety issues and incidents, no matter how insignificant the situation may appear to be, must be reported by an employee to their immediate supervisor within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.

A written report of the incident or issue, outlining the events that transpired and proposed resolution, if any, shall be submitted to the Building Principal for review and consideration within seven (7) days of the incident or issue.

**Step 2:** After receipt of the written report, the Building Principal or designee will conduct additional investigation, as required, and normally issue a final report on its findings and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the persons who signed the written report as well as to the District Administrator or designee.

**Step 3:** The employee may appeal the findings and



conclusions of the Building Principal by submitting a request for administrative reconsideration by the District Administrator or designee within fourteen (14) days of the date the employee received the initial administrative denial of the grievance, or, if no initial response was provided, within fourteen (14) days of the deadline for providing written grievance.

The District Administrator or designee shall provide a final administrative response to the grievant in writing within twenty (20) days of the District's receipt of the request for reconsideration. If the grievance has not been resolved and either (1) has been denied in the form of a final administrative response from the District Administrator or designee; or (2) no final administrative response has been provided by the District Administrator or designee by the applicable deadline for such a response, the grievant may continue to pursue the grievance by filing a request for a hearing as provided under Step 3, below.

**Step 4:** The employee may appeal the findings and conclusions of the Building Principal and request the appointment of an Impartial Hearing Officer within seven (7) days after receipt of the Building Principal's report. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating one of three outcomes: 1) Sustaining the conclusions of the Building Principal, 2) Denying the conclusions of the Building Principal and ordering additional or alternative remedial measures, or 3) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The

Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

**Step 5:** The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

**Level of Review:** The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

## **JOB TRANSFERS & PROMOTIONS**

**POLICY:** To permit temporary and permanent job transfers and promotions based on operational needs and based on the employee's relative ability, experience and other qualifications as determined by the Employer. Such transfers and promotions shall not be made arbitrarily or capriciously.

**Temporary Assignments:** Temporary assignments will normally not exceed **30 days** and employees will normally receive their regular rate of pay for the time spent in temporary assignment.

## **JOB VACANCIES & POSTING**

**POLICY:** To provide notification of job openings and opportunity for employees to apply for open positions.

**Procedure:** When the Employer determines that a vacancy or new position shall be filled, the Employer shall post a notice of such vacancy or new position for a minimum of five (5) working days. The posting shall include the date the position is to be filled, title of position. The Employer retains the right to determine whether and when to recruit outside applicants.

**Interview:** All employees who meet the minimum qualifications for the position and who sign said posting will be given the opportunity to interview for the opening. All employees who interview for a position will be notified of the selection outcome.

## **LAYOFF & RECALL**

**POLICY:** The Employer retains the right to lay off employees, in whole or in part, and to retain those employees who are most qualified to perform the available work, regardless of their previous length of employment.

**Procedure:** The following procedure shall apply when the Board determines to reduce (fully or partially) the number of teachers employed by the District. The Board shall have the sole right to determine the teaching position(s) to be reduced or eliminated. After the Board has determined which position or positions shall be reduced or eliminated, the following procedure shall be used.

1. The selection of teacher to be laid off shall be made according to the following guidelines:
  - a. Normal attrition resulting from teachers retiring or resigning will be relied on to the extent possible.
  - b. Volunteers will be considered next. In the event that the teacher does volunteer, they shall be accorded all rights under this article.
  - c. If Steps 1 and 2 are insufficient to accomplish the desired reduction in staff, seniority shall be appointed to identify the least senior teacher to be laid off.
  - d. In the event that the application of the layoff criteria will result in the layoff of a teacher having exceptional academic skills or

extracurricular or administrative assignments, which, in the Board's discretion, makes them critical to the educational program of the District, the Board may exempt that teacher from the layoff procedure. The Board may invoke this exemption once per year.

2. Seniority:

Seniority shall be defined as continuous service as a teacher commencing with the first duty day in the School District. Teachers hired part time would earn fractional seniority equal to the fractional portion of the contract.

3. Loss of Seniority: There shall be no loss of seniority in the event of a lay-off of two years or less. The seniority and the employment relationship shall be broken and terminated if the teacher:

- a. Resigns or quits;
- b. Is discharged;
- c. Fails to report to work within 5 working days after termination of a leave of absence;
- d. Is retired;
- e. Is not reinstated after two years of lay-off.

5. Recall: No teacher may be prevented from securing other employment during the period he or she is laid off under this article. Such teacher shall be reinstated in inverse order of their being laid off, if certified and qualified to fill the vacancies.

Reinstatements shall be made without loss of credit or accrued benefits from prior years of service in the District. Within 15 working days after a teacher receives a notice of reemployment, he or she must advise the District in writing that he or she accepts the position offered by such notice and will be able to commence employment on the date specified therein. Any notice shall be considered received when sent by registered letter, return receipt requested, to the last known address the teacher in question has shown on the District's records.

It shall be the responsibility of the teacher on lay-off to keep the District advised of his or her current whereabouts. Any and all reemployment rights granted to a teacher on lay-off shall terminate upon such teachers failure to accept within said 15 working days any position for which he or she is certified and that is offered to him or her by the District.

During the two year recall period, a full time employee on lay-off status may refuse recall offers of part-time employment, or a position in an area outside of his/her certification, or substitute work or other temporary employment without loss of rights to the next available

full-time position by virtue of accepting part-time or substitute appointments with the District.

6. No new or substitute appointments may be made while there are laid off teachers available who are qualified and certified to fill the vacancies. The district defines “qualified” as successful experience in the district, in area of a staff member’s certification.

7. During the two-year recall period, a teacher on lay-off shall be allowed to participate in the group health plan then in effect at his or her own expense provided that such participation is permitted under the insurance contract and provided that the teacher has not been re-employed in a position where health insurance coverage is available.

8. Written Notice: The School District shall provide an employee written notice of any layoff action pursuant to this Article. Such notice shall be provided no later than April 15<sup>th</sup> for layoffs effective the following school year.

## **PERFORMANCE REVIEWS**

**POLICY:** To provide for periodic review of work performance.

**Procedure:** Employee work performance will be reviewed formally twice a year for the first three years of service to the district and once every three years thereafter. Information evaluation is continuous and on-going. If the supervisor believes a formal evaluation is needed, the district reserves the right to formally review an employee’s performance at anytime. If an employee believes that a performance review is needed and/or past due, the employee should discuss the matter with their immediate supervisor.

No teacher may be non-renewed, suspended, disciplined, or discharged for arbitrary or capricious reasons. Any teacher whose contract is non-renewed, suspended, disciplined, or discharged will be provided due process and the cause for such actions will be clearly stated to the employee.

*Additionally, this policy will need to be modified to comply with requirements of the state educator effectiveness mandate.*

## PERSONNEL FILES

**POLICY:** Reasonable access to personnel records will be authorized in accordance with public records laws and regulations. Any/all personal medical information will be secured in an area separate from the personnel record, with strictly controlled and limited access, in order to protect confidentiality.

**Procedure:** Employees, and other authorized viewers of records, shall have the authority to review and copy, but not remove or alter, personnel records. If an employee disagrees with any information in his/her personnel file, the employee may submit a written statement explaining his/her position which shall be included in the file.

## SEPARATION FROM EMPLOYMENT

### **POLICY:**

1. Teachers terminating services or requesting release of contract shall be assessed a reasonable amount for liquidated damages. Following are reasonable sums for such breach of contract:

a.	After July 15	-	-	-	\$1000
b.	After August 1	-	-	-	\$1500
c.	After the school term begins	-	-	-	\$2000

2. An additional penalty of \$250 after August 1 and \$500 after school begins will be invoked if the teacher fails to notify the Board of Education or administrator by a certified or hand carried letter of his/her resignation from the school system.

3. If it is agreed that a breach of contract is in the best interest of the District and its young people, as determined by the Board, the liquidated damage sums may be reduced or waived by the Board.

## WORKPLACE PROTECTIONS

### \$ WORKPLACE SAFETY

### \$ DISCRIMINATION, HARASSMENT & RETALIATION-FREE WORK PLACE

**POLICY:** It is the policy of Pepin Area School District to maintain a safe workplace environment that is free from discrimination, harassment and retaliation. Every employee has a personal responsibility to help maintain a safe and healthful workplace environment. Under federal and state fair employment laws, members of protected classes are shielded from unlawful discrimination in employment. Workplace harassment and discrimination, whether engaged in by employees, supervisors or members of the public, will not be tolerated and will subject offenders to disciplinary action or discharge from employment. Retaliatory acts taken against employees for reporting workplace safety issues, harassment or discrimination will also not be tolerated and will subject the offender to disciplinary action or discharge from employment.

**Responsibility to Report:** It is the responsibility of each and every employee to immediately report to management any and all health and safety issues, discriminatory, harassing or retaliatory conduct which may relate to the work environment whether it occurs on or off the job. Such conduct includes conduct by employees toward other employees, by employees toward students and by members of the public toward employees which relates to their work.

**Definition of Protected Class:** State and Federal law prohibits discrimination and harassment based on any protected class including, but not limited to, age, race, color, creed, disability, religion, sex, national origin, ancestry, arrest record, conviction record, marital status, sexual orientation, genetic testing, membership in the national guard, state defense force or any other reserve component of the military forces, for use or non-use of lawful products off the employer's premises during non-working hours.

**Definition of Harassment and Acts of Discrimination:** Harassment and acts of discrimination to be reported by employees can include:

- A. Unsolicited and repeated derogatory epithets, derogatory statements or gestures made to a person because of his/her protected status.
- B. Any attempt to penalize or punish a person because of his/her protected status.

C. Creating an offensive and hostile working environment for a person because of his/her protected status, including sexual harassment.

Reports and allegations of workplace harassment and/or discrimination will be subject to investigation by management as soon as reasonably possible. If an employee is found to be responsible for harassment or other discriminatory conduct, then appropriate disciplinary action may be taken, up to and including a termination from employment. However, such action cannot be taken if management is not first made aware of the complaint.

An employee who has a harassment, discrimination or retaliation complaint should immediately report it to the district administrator. The report may be made verbally or in writing. The allegations should provide sufficient information and detail so that the district can thoroughly investigate the complaint. If the district administrator is the object of the complaint, then the employee should report directly to the school board president.

Upon receiving an employee report of harassment, discrimination or retaliation, the district administrator will take appropriate steps to investigate the complainant's allegations. Such reports shall be kept confidential to the maximum extent possible. An investigation may include interviewing other employees, speaking with the complainant, interviewing members of the public and reviewing documents such as e-mails, letters or memos. Based upon the investigation's outcome, management will take appropriate action to resolve the complaint. A resolution may or may not result in disciplinary action being taken by the employer.

**Definition of Workplace Safety:** *Any* unsafe practice or condition, affecting persons, property or equipment, must be reported immediately to the district administrator. Should a hazardous situation exist, safety concerns always take precedence over continuing operations. Any employee who identifies new ways to increase workplace safety, should make these recommendations known to the district administrator.

## **DRUG & ALCOHOL PROHIBITIONS**

**POLICY:** No employee shall report to work or be under the influence of alcohol or illegal drugs during working hours. This policy includes any paid or unpaid lunch periods as well as training sessions and the working hours of conferences. The sale, possession, transfer or purchase of illegal drugs while in the course and scope of employment is also prohibited.

**Purpose:** The purpose of this policy is to: a) establish and maintain a safe and healthy work environment, b) reduce absenteeism and tardiness, and c) improve job performance.



**Drug & Alcohol Testing:** The Employer may conduct drug & alcohol testing based on reasonable suspicion that the employee under the influence of alcohol or illegal drugs and may conduct testing for employees in testing-designated positions (such as CDL). Any such testing will be done in accordance with established procedures.

**Appendix A**

**Professional Snow Day Makeup Form:**

<b>Activity</b>	<b>Hours</b>	<b>Date</b>	<b>Approval</b>
<i>Example: Reported to building and worked in classroom on snow day.</i>	8	Jan. 31, 2015	
<b><u>Carry over from prior year</u></b>			
<b>Total</b>			

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