

Shawano School District

Teacher Handbook



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**Shawano School District
Teacher Handbook**

2016-2017

This Teacher Handbook is a summary of some of the employment policies, procedures, rules and regulations of the Shawano School District. It has been prepared to acquaint employees with the policies, procedures, rules and regulations, and to provide for the orderly and efficient operation of the District. Most of 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 direct supervisor.

This Teacher 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. 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 provisions herein as it feels necessary for the good of the District.

EQUAL EMPLOYMENT OPPORTUNITY

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 3122 for further details.

1. TEACHER CERTIFICATION

The term *teacher* means any person who is required to hold a certificate issued by the Department of Public Instruction (e.g., classroom teachers, counselors, etc.). A teaching contract cannot be issued to any person not legally authorized to teach. All teaching contracts shall immediately terminate if and when the legal authority to teach terminates. Evidence of such legal authority to teach must be filed with the District Administrator prior to the effective date of the teaching contract. If a teacher changes his/her certification with the Department of Public Instruction, he/she must immediately notify the District Administrator in writing.

2. PAY POLICY

a. Payroll Dates:

Teachers will be paid twice monthly on the 15th and last business day of each month.

b. Direct Deposit:

Payroll will be distributed by direct deposit to designated bank account(s) (may be more than one account).

c. Salary:

The District will comply with State Statute as to teacher compensation. Teachers will receive individual notice as to their salary through individual teaching contracts prior to the beginning of each school year.

3. PHYSICAL EXAMINATION AND SKIN TUBERCULIN TEST

As a requirement for employment, teachers will be required to have a physical examination, skin tuberculin test, and drug screening prior to the first working day. The cost of the physical examination shall be paid by the school district. The provider will be selected by the District.

A special examination may be requested by the Administration whenever an employee shows obvious signs of physical or mental problems that affect his/her performance in the classroom. The employee shall be notified of the reason for the special examination, which may include alcohol and/or drug testing. Such examination will be arranged and paid for by the District.

4. INDIVIDUAL CONTRACTS

Individual contracts will be issued as specified through State Statute. By accepting the individual contract, the employee acknowledges that he/she has been informed of the Employment Handbook for Professional Staff Members.

5. DAYS AND HOURS OF WORK

a. School Calendar:

The District will set a school calendar for each school year.

b. Work Day and Professional Obligations:

The normal school day will be an eight-hour working day to include a half-hour duty free lunch period Monday through Friday. As salaried professionals, the teachers of the Shawano School District

will begin their work day as indicated for their individual school building. Teacher days will end when their professional obligations are completed. Some examples (not all inclusive) of professional obligations are the following:

- Attendance at IEP meetings
- Attendance at faculty meetings
- Attendance at open house/meet the teacher
- Teacher initiated communication to a parent/guardian
- Response to parent/guardian communication
- Careful preparation of instructional material

6. EXTENDED CONTRACTS

a. Curriculum Writing:

Employees who voluntarily agree or are assigned to write curriculum for the District beyond the school day, week, and/or school year shall receive the rate of \$20.00 per hour.

b. New Teacher Mentoring

\$850 is the pay for assignment as a new teacher mentor in addition to points for the educator compensation plan.

c. Educator Effectiveness Mentor

\$850 is the pay for assignment as an Educator Effectiveness Mentor in addition to points for the educator compensation plan.

d. Summer School

Employees who are employed through a separate summer school contract to teach summer school courses shall receive an hourly pay rate according to the following:

- Non-District Instructors who have their regular school year responsibilities outside the Shawano School District - \$21.00/hour.
- District Instructors who have less than three years of summer school experience in the Shawano School District - \$22.00/hour.
- District Instructors with three or more years summer school experience in the Shawano School District or five or more years of school year teaching experience in the Shawano School District - \$24.00/hour.

7. INTERNAL SUBSTITUTION

When teachers perform professional duties, on an occasional basis, during their administrative period, they will receive no extra pay. However, teachers may be assigned to perform occasional professional duties during their lunch or preparation periods and they will be paid \$23.00 per period.

8. EXTRA CLASS PAY

In grades 6-12, a teacher who is assigned to teach an extra class will be paid \$2,500 per semester.

9. MILEAGE PAYMENTS

Where employees are required to use their personal vehicles for school purposes, they will be reimbursed for such use at the prevailing IRS allowable mileage rate, after a voucher has been properly submitted to the Business Manager upon written approval of the building principal.

10. EXTRA CURRICULAR

The District will support the extra and co-curricular programs utilizing the stipend information from the current school year. Payment amounts will be listed on individual teacher contracts or individual letters of appointment.

11. SICK LEAVE

a. Sick Days

All full time employees are granted twelve (12) days sick leave for each full year of service. Unused sick leave may be accumulated to a total of Two Hundred Ten (210) days. Sick leave may only be accumulated and retained by continuous service personnel. Such sick leave will be accessed by the employee when the employee is ill, or dependent family member of employee is ill, or as stipulated in other specific provisions of this handbook. Upon retirement, employee will receive \$35.00 per day for unused sick leave up to Two Hundred Ten (210) days deposited to the an employee's WRS, 403b or 457 plan. To receive this benefit, notification of retirement must be received by April 1.

b. Advance Notice and Use

In the event that any employee is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the employee to notify the superintendent/or designee as far in advance as possible

in writing of the anticipated time and duration of such sick leave, the reason for requesting such sick leave and medical certification that the teacher will be unable to perform his/her normal work function. Teachers will be required to begin using sick leave on the date which their doctor certifies that they are medically unable to perform their normal duties. An employee on sick leave is required to notify the superintendent/or designee at the earliest possible time of the anticipated date on which the employee will be able to resume his/her normal teaching duties.

c. Medical Certification

The Superintendent may require a certificate from the teacher's physician that an employee on sick leave is medically unable to perform his/her normal teaching duties and the Superintendent may require such medical certification from time to time until the employee returns to his/her normal duties. The District will pay for the cost of the physician's certificate if the validity of the leave is verified by the physician. In the event that an employee on sick leave fails to return to work as soon as he/she is medically able to perform his/her assigned teaching duties, he/she may be deemed to have resigned his/her position with the District and to have waived all employment rights. Sick leave benefits under this provision shall be paid to the employee on sick leave only for the actual service days and/or school days missed due to medical inability to perform his/her normal duties.

d. Return to Duty

When an employee's return to work occurs near an end of the semester or if the District feels that it would be in the best interest of the pupils to delay the change in teachers, a teacher returning from sick leave may have his/her return to normal teaching duties delayed until a time felt appropriate by the Board. The Board and Superintendent have the option to require the returning teacher to perform tasks in the school other than those normally assigned to the returning teacher or to have the returning teacher perform curriculum development work until such time as the Board and Superintendent feel that teacher transition is advisable.

12. ABSENCES OTHER THAN SICK LEAVE

a. Funeral Leave

Up to three (3) days of funeral leave may be granted per year per occurrence in the event of the death of immediate family. Immediate family member to include: Spouse, parent, sibling, child,

grandparent, grandchild; in-laws or step- of aforementioned;
domestic partner.

One (1) day of funeral leave per occurrence for all others may be granted at the discretion of the building principal.

b. Dependent Child Care

Dependent Care leave may be utilized for the illness of dependents. Any leave granted for dependent care will be deducted from accrued sick leave.

c. Individual Personal Leave

A teacher may use one (1) personal day a year, or two (2) personal days after thirteen (13) years of continuous service in the District, to conduct any matters they deem necessary; limited to these guidelines.

No more than three (3) teachers at Shawano Community High School or two (2) teachers in any other worksite will be allowed to use this personal day on any given day. During the month of May to the end of the school year, only two (2) teachers at any worksite will be allowed to utilize this personal day.

No teacher will be allowed to utilize this personal day(s) on In-service Days, Parent/Teacher Conference Days, (as on the school calendar), or District testing days.

Teachers will need to have prior approval and give at least twenty-four (24) hours notice to their immediate supervisor when using their personal leave day.

Individual Personal Leave Days may be accumulated to a total of two (2) days and after 13 years of continuous service to the District accumulate to a total of three (3) days.

d. Jury – Court Leave

If a teacher is subpoenaed to appear before a court or tribunal, through no issue or fault of his/her own, or is required to perform jury duty, that teacher shall receive his/her regular pay for those days upon prior approval from the Superintendent. Those days shall not be deducted from the teacher's accumulated sick leave. If a teacher performs jury duty/subpoena and receives his/her regular salary, he/she shall remit any pay he/she receives for jury duty/subpoena back to the District. The employee will also need to turn in a Jury Duty Verification Form completed by court personnel.

e. Authorized Leave Without Pay

Leave without pay may be granted by the Superintendent with recommendation by the principal for those occasions which are not disruptive to the normal operation of the school. Authorized leave requires a notification to be given the building administrator immediately in event of an unanticipated situation or one week in advance of an anticipated situation. All available Personal Leave must be used before Leave Without Pay will be granted.

For each day of employee requested and approved unpaid leave (excluding FMLA leave), employees will be responsible for and pay \$100.00 per day for costs along with unpaid leave through payroll deduction.

f. Extended Leaves

After one year of service and upon exhaustion of accumulated sick leave benefits, the Board may, by special action, grant extended sick leave without pay up to a maximum of one (1) year to a teacher who submits such a request for consideration. Teachers granted an extended leave will be permitted to continue insurance benefits at their own expense.

g. Unauthorized Absences

All unauthorized absences shall be deducted from the teacher's pay according to the following formula: number of days absent divided by the total number of contract days, times the base contracted salary. If a request for an authorized absence is denied and the teacher willfully absences himself/herself from his/her teaching station for any day, or makes false representation to obtain such leave, this absence can be cause for discipline up to and including dismissal.

h. Family and Medical Leave Act

The District agrees to provide all leave benefits required under the Wisconsin Family Medical Leave Act, Section 103.10 Wis. Stats., as it may be amended from time to time and the federal FMLA. The benefits provided shall run concurrently with any required leave under Section 103.10 Wis. Stats. to the extent allowed by law. Leaves shall be consistent with the District FMLA policy.

i. Military Leave

Any teacher 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.

j. Disability Leave

If an employee's leave for disability extends beyond one (1) year the District will consider the employee terminated from the position held prior to the leave.

13. HOLIDAYS

The following days of the teaching contract are paid vacation days: Labor Day, Thanksgiving, Good Friday, and Memorial Day.

14. BENEFITS

The District reserves the right to select carriers, administrators and plans or to self-fund for any insurance benefits provided. Employees employed for more than fifty percent (50%) but less than full-time will have benefits prorated accordingly. If the employee has an assignment less than fifty percent (50%), they do not qualify for benefits. Coverage will commence on the first day of the month after employment. The health and dental insurance benefits described in this manual and the appendix terminate according to the following schedule:

- If an employee resigns or is terminated during the term of his/her individual contract, the District coverage shall cease at the end of the month the resignation or termination becomes effective.
- If an employee resigns or is terminated who has completed the school year, his/her insurance coverage shall terminate as of August 31.

See the attached Appendix Benefits Pages for specific premium information.

In the event there is any inconsistency between the actual plan documents and this handbook or Appendix Benefits Pages, the plan documents control.

a. Health Insurance

Group health insurance will be available to those meeting eligibility requirements. The Board of Education will insure that the appropriate filing with the IRS will be completed to insure the teacher's insurance premium contribution will be subject to Section 125.

If both spouses are employed by the District and are eligible for health insurance, the employees will be eligible for one employee plus one, one family plan or two single plans. The District will pay eighty-seven point four (87.4%) toward health insurance benefit premiums.

b. Dental Insurance

Dental insurance will be available to those meeting eligibility requirements. The District will pay eighty-seven point four percent (87.4%) toward dental insurance benefit premiums.

c. Life Insurance

The Board will make life insurance of \$50,000 available to teachers. The District will pay the full premium for each teacher participating in the District group life insurance program.

d. Long-Term Disability Insurance

The District will pay the full premium for each teacher participating in the District long-term disability insurance program at coverage levels determined by the Board.

e. Workers' Compensation

The District will provide Workers' Compensation as required by law.

Workers' Compensation Payment Procedure:

Because the Shawano School District believes it is important for employees to be at work, the district will implement the following procedures if an employee would qualify for compensation through Workers' Compensation.

1. If there is light duty available and it meets the restrictions set forth by the doctor, the employee will be at work and perform that light duty assignment and receive their regular rate of pay.
2. If the employee is unable to perform the light duty assignment or there is no light duty assignment available for the employee, the employee will then receive Workers' Compensation pay as required by law through Workers' Compensation.

f. Tax Sheltered Annuity (TSA) or 457 Plan

A TSA program will be available to teachers in accordance with the District's 403(b) program. Tax sheltered annuities will be limited to

no more than five (5) companies that meet Internal Revenue Service (IRS) criteria. The District may limit the number of companies available.

g. Limited Flex Benefit Plan

A Limited Flex Benefit Plan will be made available to teachers for daycare and additional qualifying health related costs.

For detailed information on the District's limited flex benefit plan please refer to the employee section on the District's internet home page.

h. Wisconsin Retirement System

The District will comply with the requirements established by State Statute and the Department of Employee Trust Funds for contributions to the Wisconsin Retirement System (WRS).

15. POST EMPLOYMENT BENEFIT

Tier I -- Employees eligible to retire prior to the 2019-20 school year

Full-time active employees who are the named insured in the district's health plan and have reached the age of 57 or above and have a minimum of 18 consecutive years of service in the district are eligible to retire under this tier.

At age 57 or above—up to 6 years of Health Insurance equivalent or medicare eligible, whichever occurs first, who meet the minimum 18 years of service.

District will pay yearly the current health insurance premium equivalent less the employee contribution percentage up to \$20,000 for Family, employee plus one and up to \$9,000 for single coverage into a premium only HRA.

Retirees will pay the same contribution percentage as active employees.

Benefit will begin immediately upon retirement.

Non full-time employees will be pro-rated and need to meet district health policy requirements.

Tier IIA – Employees eligible to retire starting with the 2019-20 school and hired prior to January 1, 2001

Full-time active employees who are the name insured in the district's health plan and have reached the age of 57 or above and have a minimum of 18 consecutive years of service in the district are eligible to retire under this tier.

At age 57 or above---up to 5 years of health insurance equivalent up to \$15,000 per year or Medicare eligible whichever occurs first, who meet the minimum 18 years of service.

District will pay yearly the current health insurance premium less the employee contribution percentage up to \$15,000 for family coverage, employee plus one and up to \$9,000 for single coverage into a premium only HRA.

Benefit will begin immediately upon retirement

Non full-time employees will be pro-rated and need to meet district health policy requirements.

Tier II -- Employees eligible to retire starting with the 2019-20 school year and hired prior to July 1, 2012

Full-time active employees who are the named insured in the district's health plan and have reached the age of 57 or above and have a minimum of 18 consecutive years of service in the district are eligible to retire under this tier.

At age 57 or above---up to 3 years of health insurance equivalent or medicare eligible whichever occurs first, who meet the minimum of 18 years of service.

District will pay yearly the current health insurance premium less the employee contribution percentage up to \$20,000 for family coverage, employee plus one and up to \$9,000 for single coverage into a premium only HRA.

Benefit will begin immediately upon retirement.

Non full-time employees will be pro-rated and need to meet district health policy requirements.

Tier III -- Employees hired after July 1, 2012

Full-time active employees who have reached the age of 57 or above and have a minimum of 18 consecutive years of service in the district are eligible to retire under this tier.

The district will contribute \$3,000 in each of the first 5 years of employment into a district retirement benefit account for health insurance costs at their retirement. If employee terminates employment with the district prior to age 57 or prior to 18 consecutive years of service, the employee forfeits any District made deposits and earnings previously made.

Upon a qualifying employee's early retirement and prior to an employee becoming medicare eligible, a deposit of principal and earnings will be made into an individual premium only HA with funds to be used toward health related insurance. Individual account administrative fees will be the responsibility of the retired employee.

Benefit will begin immediately upon retirement.

Non full-time employees will be pro-rated and need to meet district health policy requirements.

Tier IIIA – Employees hired after July 1, 2016

The district will contribute \$5,000 to a 403b, 457 or WRS plan at employment years five (5), ten (10) and fifteen (15) for a total of \$15,000. Deposits will be made in September after the designated employment year if the employee continues to be employed by the Shawano School District.

Non full-time employees will be pro-rated and need to meet district health policy requirements.

16. EVALUATIONS

Shawano School District will use the Educator Effectiveness System for teacher evaluation. Educators will complete Educator Effectiveness activities every year of employment. In the first two (2) year of a teacher's employment with the district, the teacher will complete Educator Effectiveness activities in collaboration with their evaluator and every third year thereafter. The teacher will complete Educator Effectiveness activities in collaboration with a peer in the other two (2) years. Shawano School District Evaluators may conduct evaluation activities every year of employment if needed.

17. REDUCTION IN FORCE, POSITION AND HOURS

a. Reasons for Reduction in Force

In the event the District determines to reduce the number of positions (full reduction) or the number of hours in any position (partial reduction), the provisions set forth in this section shall apply.

b. Notice of Reduction

The District will provide notice of reduction in accordance with individual contracts and applicable law.

c. Selection for Reduction

The District reserves the right to reduce the number of positions (full reduction) or reduce the full time equivalency of any particular position (partial reduction). In deciding which positions to reduce or eliminate as well as the individuals affected, the District shall act in the best interest of student needs and districts needs. Factors taken into account may include, but are not limited to, performance evaluations, experience, certification, length of service, positive contributions to building and district initiatives and other relevant considerations.

18. RESIGNATION

Any teacher may, by serving notice to the District before June 15, terminate his/her contract for the succeeding year without penalty. A teacher serving notice to the District after June 15 but prior to July 1 will have a penalty of \$ 1,000. A teacher serving notice to the District after June 30th but prior to August 1 will have a penalty of \$ 2,000. A teacher serving notice to the District after July 31st will have a penalty of \$ 3,000. The liquidated damages may be deducted from the employee's remaining paycheck(s). The Board in its discretion may waive the liquidated damages.

19. DISCIPLINE, NON RENEWAL AND TERMINATION

a. Standard for Non-renewal for Teachers

A teacher may be non-renewed for reasons which are not arbitrary or capricious, and such non-renewal shall not be deemed a termination and will not be subject to the District's grievance procedure. Such non-renewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats.

b. Standard for Discipline and Termination

A teacher may be disciplined or terminated for reasons which are not arbitrary or capricious. Such discipline or termination shall be subject to the District's grievance procedure.

c. Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material(s) is/are placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material(s).

20. GRIEVANCE PROCEDURES.

The District's Grievance Procedure is attached to this handbook as Appendix A.

21. HARASSMENT

The school district of Shawano 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 promote 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. The policy provides more detail regarding this matter and provides employees with the appropriate procedures for raising complaints.

22. 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.

23. 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.

24. STAFF CONDUCT

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

APPENDIX A
GRIEVANCE PROCEDURE

Definitions:

1. A grievance shall mean a dispute regarding the application of School Board policies regarding an employee's discipline or termination of employment, or a dispute concerning workplace safety as defined below. No grievance shall be processed under this policy unless it is in writing and contains all of the following.
 - A. the name and position of the grievant;
 - B. a clear and concise statement of the grievance;
 - C. the issue involved;
 - D. the relief sought;
 - E. the date the incident or alleged violation took place;
 - F. the specific section of the Policy Manual or workplace safety rule alleged to have been violated; and
 - G. the signature of the grievant and the date.
2. The term "days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or his or her classification is scheduled to work. The time within which an act is to be done under this policy shall be computed by excluding the first day and including the last day.
3. A "grievant" is an employee as defined by state statutes governing this grievance procedure. At the grievant's cost and request they may be represented by a person of their choice.
4. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or District rule related 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 accidental risk.

5. "Discipline" means oral reprimands (where a written record of the reprimand is placed in the employee's file), written reprimands, suspension and demotion. Discipline does not include performance reviews, work or improvement plans or corrective actions that do not include a reprimand or other adverse employment action.
6. "Termination" means discharge from employment. Non-renewals and layoffs (reduction in force) are not considered terminations and are not subject to this procedure unless otherwise required by law.

Procedures:

First Step

Within ten (10) days after the facts upon which the grievance is based or should have reasonably become known the employee shall present the written grievance to his/her immediate supervisor. The immediate supervisor shall give a written answer within ten (10) days of receipt of the grievance, with a copy to the District Office.

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

Second Step

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

Third Step

Upon the written request of the grievant in response to an adverse decision, the decision at the second step may be appealed by a written statement to the District Administrator particularly describing the reason for appeal. The appeal must be submitted with ten days (10) of the decision in Step 2. If the decision at Step 2 is based in whole or in part on the basis of timeliness, scope of the

grievance process or other failure of the Grievant to properly follow the process, the matter shall be referred to the Board, which shall determine whether the matter should be processed further. If the Second Step decision is on the merits of the grievance only, the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the District Administrator. Any costs incurred by the (IHO) will be paid by the School District. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The oral or written statements of students, which would otherwise be hearsay, will be considered by the impartial hearing officer without the direct testimony of students, if other, non-hearsay information is presented. The burden of proof shall be “a preponderance of the evidence”. In termination and discipline cases, the District shall have the burden. In workplace safety cases, the employee shall have the burden. The IHO may request oral or written arguments and replies. The IHO shall provide the parties a written decision.

The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add to, subtract from or modify the terms of the Board policy or rule that forms the basis for the grievance.

Fourth Step

Either party may appeal an adverse determination at step three to the Board of Education, by filing written notice in the District Office appealing the decision of the IHO within ten (10) days of the decision of the IHO. The Board of Education shall, within thirty (30) days after submission of the appeal, schedule the review of the IHO’s decision. The review will be conducted by the Board during a closed session meeting unless an open session is required by law. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence and testimony produced at the hearing before the IHO. The Board may conduct a hearing if it so determines or if required by law. A simple majority vote of the Board members participating in the review shall decide the appeal (unless a greater number is required by law) within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding on all parties.

Timelines.

Failure to process a grievance by the grievant within the time limit, or agreed upon extensions, shall constitute waiver of the grievance and will be considered resolved on the basis of the District’s last answer. Failure of a management representative to meet the time limits applicable to responding to the grievance shall constitute a denial of the grievance and applicable time limits for advancing

the grievance shall apply. To encourage that grievances are addressed in a prompt manner the time limits set by this policy are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of the parties.

Exclusive Remedy

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